

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHAEL THOMAS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PLATINUM EXPRESS, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2225075
*[Assigned to Hon. Christian Towns, Dept S26,
for all purposes]*

**DECLARATION OF BRIAN J. MANKIN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: July 3, 2025

Time: 8:30 a.m.

Dept.: S26

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiff in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

///

1 **COUNSEL'S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 250 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered well in excess of
14 \$250 million in damages for my clients and the class members (who often work as nurses,
15 ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional
16 occupations and countless other trades). My team and I once held the record for the largest
17 PAGA-only case in California's history - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies over
21 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
22 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
23 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
24 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
25 the PAGA case was reversed and remanded.

26 6. I was named by the LA Times as one "Southern California Leading Lawyers" in
27 the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last 5+ consecutive years, I

have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

BRIEF SUMMARY OF THE SETTLEMENT

7. Following a contested mediation, Plaintiff and Defendant (collectively, the “Parties”) reached a global settlement and eventually entered into a Class Action and PAGA Settlement Agreement and Release of Claims resolving the wage and hour claims of the putative class (the “Settlement Agreement” or “S.A”), which is attached hereto as **Exhibit A**. The Settlement Agreement seeks to release and discharge Defendants from the claims brought against it in exchange for Defendants’ agreement to pay \$200,000 on a non-reversionary, non-claims made basis (each Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or take any action, except for those who opt-out). Plaintiff seeks to represent a class of all current and former non-exempt employees employed by Defendant Platinum Express, Inc. in California at any time during the Class Period of November 4, 2018, through December 31, 2024. Under the terms of the Settlement Agreement, Defendants will not oppose Class Counsel’s application for a reasonable award of attorneys’ fees not to exceed one-third of the Settlement Amount, Class Counsel’s litigation expenses projected to be approximately \$15,000, Administrator Costs of \$9,000, PAGA Penalties of \$10,000 of which \$7,500 will be paid to the LWDA and the remaining \$2,500 will be paid to the Aggrieved Employees, and a service award not to exceed \$10,000 to Plaintiff. After subtracting these deductions from the Settlement Amount, approximately \$89,333.34 will be available to pay individual settlement amounts to approximately 436 Class Members who do not opt-out of the settlement, as follows:

<i>Settlement Amount</i>	\$ 200,000.00
Attorneys’ Fees (1/3)	\$ 66,666.66
Litigation Costs (projected)	\$ 15,000.00
Administrator Costs	\$ 9,000.00
PAGA Penalties	\$ 10,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 89,333.34

1 8. Assuming 436 Class Members, the average payment to each Class Member will
2 be approximately \$204.89 (\$89,333.34 / 436). However, the actual payment will be calculated
3 on a pro-rata basis according to the number of Weeks Worked by each Class Member during
4 the Class Period, with each Work Week having a value of approximately \$9.21 (\$89,333.34 /
5 9,697 estimated Work Weeks). In addition, the Aggrieved Employees will receive a share of
6 the \$2,500 PAGA Penalties (25% of the total \$10,000 allocation), calculated pro-rata based on
7 Work Weeks worked during the PAGA Period.

8 9. Each Class Member will receive the Class Notice, explaining the nature of the
9 case, and the process for participating, objecting and opting-out, and advising of his/her
10 estimated settlement payment and the number of Work Weeks that he/she is credited with
11 working during the Class Period.

12 **PROCEDURAL BACKGROUND**

13 10. My office has performed considerable work and diligently investigated and
14 prosecuted this case to a successful conclusion. Our work has resulted in the creation of a
15 significant settlement fund for the benefit of the Class. We efficiently communicated and
16 exchanged information informally with Defense counsel which enabled the parties to
17 successfully settle the case. Because of the risks involved in litigating the case and the contested
18 legal and factual issues, my office believes this settlement to be fair, reasonable, and adequate.

19 11. After being retained by Plaintiff, on November 3, 2022, we submitted a letter to
20 the California Labor Workforce Development Agency (the “LWDA”) for civil penalties under
21 the Private Attorney General Act of 2004 (the “PAGA”), and simultaneously sent a letter to
22 Defendants requesting the production of Plaintiff’s personnel and timekeeping records to further
23 evaluate the wage and hour claims. The LWDA ultimately declined to assert jurisdiction over
24 the PAGA, thereby giving Plaintiff the right to bring PAGA claims.

25 12. On November 4, 2022, we filed a putative class action complaint against
26 Defendant Platinum Express, Inc., in San Bernardino County Superior Court. After the LWDA
27 declined to assert jurisdiction over the PAGA claims, Plaintiff filed the operative First Amended
28 Complaint, alleging putative class and representative PAGA claims, including: (a) failure to pay

1 minimum wages, (b) failure to pay rest and recovery periods, (c) failure to reimburse business
2 expenses, (d) failure to pay all wages due and owing each pay period and upon separation of
3 employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful
4 competition, and (g) related claims under PAGA. Plaintiff later filed DOE amendments as to
5 Defendants Gerardo Aceves and Amitpal Dhugga, although Plaintiff dismissed Gerardo Aceves.

6 13. Defendants retained counsel and immediately began to defend the case. After
7 discussions among counsel, and the Parties agreed to attend private mediation.

8 14. In preparation for the mediation, the Parties informally exchanged documents and
9 information that allowed both sides to calculate the potential damages and evaluate potential risk,
10 including policies and procedures pertaining to each claim alleged, and statistics relating to the
11 number of current and former employees, number of shifts /Work Weeks completed, pay periods
12 worked and other things. Defendants also provided their written policies and practices and a
13 robust sampling of payroll and timekeeping records for Class Members. This information
14 enabled both parties to take a deep dive into the claims. During this process, Plaintiff and his
15 counsel analyzed, researched, and investigated the potential issues, including matters related to
16 the calculation of damages, trial, and appellate issues and risks.

17 15. On March 12, 2024, Plaintiff and Defendants participated in mediation before
18 Kelly Knight, Esq., a well-respected wage-and-hour mediator. The matter did not settle at the
19 conclusion of mediation. Instead, the Parties spent months exchanging additional documents,
20 including confidential financial documents from all Defendants, and conducting expert review
21 before continuing extensive arms-length negotiations, wherein the Parties reached a global
22 settlement and entered into this Settlement. The Parties now seek the Court's preliminary
23 approval of the Settlement.

24 **THE WAGE AND HOUR CLAIMS, CLASS COUNSEL'S INVESTIGATION, AND**
25 **EVALUATION OF THE SETTLEMENT**

26 16. The putative Class in this case consists of approximately 436 similarly situated
27 current and former nonexempt California resident truck drivers that performed services for
28 Defendant Platinum Express, Inc. in California at any time during the Class Period. Plaintiff

1 alleged numerous wage and hour violations on behalf of the Class Members. However,
2 Defendants vigorously contested and denied each of Plaintiff's material allegations on the merits
3 and as to the propriety of a class action or PAGA representative action, as discussed herein.

4 17. In preparation for mediation, Kristina Bui Carlson, an associate within my firm,
5 and I formulated a damages model and risk analysis based upon detailed data obtained through
6 informal discovery and information exchanges. The summary of the claims below is based on
7 calculations by our expert and us, and the risks that we potentially faced, giving significant credit
8 to the defenses that Defendants raised or would like raise in further proceedings. Following the
9 informal exchange and other information provided by Defendant, we estimated the following
10 data points *through the date of mediation*: (1) 436 Class Members, (2) approximately 398 *former*
11 Class Members for purposes of Labor Code § 203, (3) 9,697 Work Weeks, and (4)
12 approximately 6,407 wage statements during the PAGA Period. From these metrics, and when
13 factoring in claim certification probabilities and liability probabilities, we formulated detailed
14 damages models to value the claims in preparation for mediation and to reach a realistic and
15 reasonable resolution.

16 18. Here, there were two categories of claims alleged by Plaintiff: (1) unpaid wage
17 claims under various theories and (2) derivative claims for waiting time and wage statement
18 penalties due to the other alleged violations.

19 19. As to the unpaid wage claims, Plaintiff alleged that Defendants paid Class
20 Members on a "per-mile" driven basis. Therefore, Plaintiff alleged that Defendants failed to pay
21 all required minimum and overtime wages due to a practice that required Class Members to
22 complete non-driving tasks (*e.g.*, pre-trip and post-trip inspections, fueling, going through truck
23 scales, detention time) without any compensation for these tasks. In total, Plaintiff's counsel
24 estimated the maximum value of these unpaid wages to be \$688,009.

25 20. However, Defendants vehemently opposed these unpaid wage claims on the
26 merits and as to the propriety of class certification. Moreover, in addition to its other defenses on
27 the merits, Defendants argued that Plaintiff would be unable to meet its evidentiary burden at
28 summary judgment and/or trial because Plaintiff and the Class would be unable to introduce

evidence as to the amount of unpaid wages (since the claims are not apparent from the timekeeping records alone), thus defeating liability.

21. Due to the defenses and arguments raised, Plaintiff assigned a 40% risk for the unpaid wage claim at the class certification stage and an additional 40% risk on the merits. In sum, Plaintiff's counsel calculated the risk-adjusted value of the unpaid wage claims as \$247,683.

22. Plaintiff alleged claims for waiting time penalties and wage statement violations. But these claims were entirely derivative of the claims above, meaning that they only had merit if the claims for unpaid wages were successful. The maximum values for these claims were as follows: (1) \$3,373,408 for waiting time penalties [398 former employees x \$282 average daily pay x 30 days], and (2) \$637,200 for wage statement violations [6,407 wage statements at the \$50/\$100 formula under § 226(e)]

23. But Defendants raised a variety of defenses to these derivative claims that impacted the valuation. Namely, Defendants argued that the wage statements did not violate Labor Code § 226 and, even if there was a "technical" violation, Plaintiff would be unable to prove the required "knowing and intentional" and "injury" elements. Based on these facts and defenses, Plaintiff placed a 40% risk at class certification (mirroring the claims on which the wage statement claim was based) and estimated another 40% risk the merits, leading to a risk-adjusted value of \$229,392 for the wage statement claims.

24. Then, as to the waiting time penalty claim, Plaintiff's valuation had to account for the fact that this claim was derivative of the unpaid wage claims and, if those claims failed at certification or on the merits, there would be no waiting time penalties owed, so the same risks for those claims applied to this claim. Furthermore, even if the unpaid wage and/or meal/rest claims succeeded at certification and on the merits, Plaintiff would have to prove that the violations (if any existed) were "willful" under the meaning of Labor Code § 203. And, here, Defendants argued there was no "willful" violation as they were inadvertent and unintentional. As a result of this analysis, Plaintiff's counsel applied a 40% risk at class certification and a 40% risk on the merits, leading to a risk-adjusted value of \$1,214,427.

25. In sum, when factoring in the defenses and risks of ongoing litigation, Plaintiff estimate the risk-adjusted class recovery as follows:

- | | |
|--|---------------------|
| • Unpaid Wage Claims | \$ 247,683 |
| • Wage Statement Claims | \$ 229,392 |
| • Waiting Time Penalty Claims | <u>\$ 1,214,427</u> |
| • Total Risk Adjusted Penalties and Damages | \$ 1,691,502 |

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

26. The settlement was the product of extensive arm's length negotiations, initially facilitated by an experienced mediator, and then concluded only after months of expert analyses. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the parties and their counsel. Although we believed that there was a possibility of certifying the claims, we recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate.

27. The settlement will result in a fair payment to each class member based on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and his counsel have diligently investigated the claims and defenses on behalf of the Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of attorneys' fees and costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiff and the Class, and is a fair and reasonable resolution of the claims alleged.

28. Plaintiff's counsel brought to bear a great deal of experience in negotiating the settlement of this case. As detailed herein, Plaintiff's counsel engaged in the necessary discovery and investigation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (*e.g.*, documents pertaining to Defendants'

1 policies and procedures, personnel documents, among others), and conducted an extensive
2 analysis of the detailed class-wide data provided by Defendants.

3 29. Based on my experience in other cases, including wage and hour matters, I
4 believe I am qualified to evaluate the class claims and viability of defenses in this class action.
5 In this case, the recovery for each class member is reasonable, fair, and adequate, and a
6 settlement at this time is in the best interests of the class. The settlement provides each class
7 member with compensation for the alleged violations when viewed in relation to the costs and
8 risks inherent in obtaining class certification and proceeding to trial.

9 30. Plaintiff's counsel, as well as Defense counsel, fully endorse the terms and
10 conditions of the settlement as set forth in the abovementioned Settlement Agreement.

11 31. Of course, the settlement amount represents a compromise figure, taking into
12 account the various risks surrounding class certification and the merits of Defendants' asserted
13 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
14 members, with no reversion to Defendants.

15 **PLAINTIFFS' REQUESTED ENHANCEMENT PAYMENT**

16 32. Plaintiff seeks an enhancement payment of \$10,000 for his services to the Class,
17 which I believe is fair and warranted. Mr. Thomas came forward in an effort to effectuate a
18 policy and practice change that benefitted all other Class Members, and to recover unpaid wages.
19 They assumed significant risk in bringing this litigation—namely, had he lost, he would have
20 been ordered to pay Defendants' costs.

21 33. Plaintiff provided invaluable assistance to my office and the Class in this case,
22 including providing factual background for the Class Complaint; reviewing the litigation
23 documents; providing information and documents about Defendant's policies and practices;
24 participating in phone calls to discuss litigation and settlement strategy; and reviewing the
25 settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal
26 benefit. At final approval, Plaintiff will submit a comprehensive declaration setting forth all of
27 the reasons why he believes that the service award should be approved.

28 ///

1 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
2 **REQUESTED FEES AND COSTS**

3 34. As set forth above, I have handled well over 250 class and representative actions,
4 have been appointed as class counsel and have successfully resolved over half of those cases, and
5 many others remain pending and will successfully resolve in the future.

6 35. When this case was taken on a contingency fee basis, with my firm agreeing to
7 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
8 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
9 and mediation costs. There was never a guarantee that we would recoup those expenditures.

10 36. It is my experience that attorney fee awards of one-third of a common fund
11 settlement is the standard in California. In this case, Plaintiff's counsel agreed to seek one-third
12 of the Settlement Amount for attorneys' fees. Defendants do not oppose this fee request. The fee
13 is further warranted because it is within the range of reasonableness typically awarded in class
14 actions. The litigation costs are reasonably capped at \$25,000, but are currently projected to be
15 approximately \$15,000 and will be based on the actual amount of costs incurred at the time of
16 final approval.

17 **SETTLEMENT ADMINISTRATOR**

18 37. The parties request that the Court appoint Phoenix Settlement Administrators
19 ("Phoenix") to serve as the Settlement Administrator. Phoenix is experienced in administering
20 class action settlements, and has provided a proposal to administer this settlement for a total of
21 \$9,000, which is attached hereto as **Exhibit D**.

22 **SUBMISSION TO THE LWDA**

23 38. Plaintiff has concurrently submitted the settlement to the LWDA in accordance
24 with Labor Code § 2699(1)(2). The proof of submission is attached hereto as **Exhibit E**.

25 **EXHIBITS AND CONCLUSION**

26 39. A true and correct copy of the partially signed Settlement Agreement is attached
27 as **Exhibit A**.

28 40. The proposed Class Notice is attached as **Exhibit B**.

41. A true and correct copy of the notice letter we submitted to the LWDA is attached as **Exhibit C**.

42. Phoenix's proposal to administer the Settlement is attached hereto as **Exhibit D**.

43. The LWDA's confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit E**.

44. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payment to the Class Representative.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 10, 2025, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

Michelle Finkel Ferber, Esq.
mferber@ferberlaw.com
Jonathan R. Babione, Esq.
jbabione@ferberlaw.com
Jessica M. Di Palma, Esq.
jdipalma@ferberlaw.com
FERBER LAW, A Professional Corporation
2603 Camino Ramon, Suite 385
San Ramon, California 94583
(925) 355-9800

Attorneys for Defendants, Platinum Express, Inc. and Amitpal Dhugga

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MICHAEL THOMAS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PLATINUM EXPRESS, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2225075
*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiff Michael Thomas, individually and on behalf of all others similarly situated,
3 and on behalf of the State of California, on the one hand, and Defendant Platinum Express, Inc.,
4 and its owner Defendant Amitpal Dhugga (collectively, the “Defendants”), on the other, and is
5 approved by the Parties’ respective counsel of record, subject to the terms and conditions hereof
6 and the Court’s approval.

7 **A. Definitions**

8 1. “Action” or “Lawsuit” means and refers to the case entitled *Thomas v. Platinum*
9 *Express, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2225075.

10 2. “Administrator” means and refers to Phoenix Settlement Administrators, the
11 third-party class action settlement administrator agreed to by the Parties, that will provide the
12 Notice to the Class Members and distribute the settlement amounts as described in this
13 Agreement.

14 3. “Administration Costs” means the costs payable from the Settlement Amount to
15 the Administrator for administering this Settlement, including, but not limited to, printing,
16 distributing, and tracking documents for this Settlement, tax reporting, and deposit of the
17 employee and employer share of payroll taxes, unclaimed property due diligence, reporting and
18 remittance obligations, distributing the Settlement Amount, and providing necessary reports and
19 declarations, as requested by the Parties. The Administration Costs shall be paid from the
20 Settlement Amount, including, if necessary, any such costs in excess of the amount represented
21 by the Administrator as being the maximum costs necessary to administer the Settlement.

22 4. “Aggrieved Employee(s)” means all current and former California resident truck
23 drivers who were employed by Defendant Platinum Express, Inc., and who performed services in
24 California for Defendant Platinum Express, Inc. at any time during the PAGA Period.

25 5. “Agreement” or “Settlement Agreement” or “Settlement” shall mean this Class
26 Action and PAGA Settlement Agreement and Release of Claims.

27 6. “Class” is defined as all current and former California resident truck drivers who
28 were employed by Defendant Platinum Express, Inc. and who performed services in California

for Defendant Platinum Express, Inc. at any time during the Class Period.

7. “Class Member(s)” refers to individual members of the Class.

8. “Class Counsel” refers to Brian Mankin and Kristina Carlson of Lauby, Mankin & Lauby LLP.

9. “Class Data” means a complete list that Defendants will diligently and in good faith compile from their records and provide to the Administrator on one spreadsheet which shall include, for each Class Member, the individual’s full name, last known address, Social Security Number, total Weeks Worked as a Class Member during the PAGA Period and the Class Period.

10. “Class Period” is deemed to be any time during the period of November 4, 2018, through December 31, 2024.

11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Michael Thomas.

12. “Complaint” refers to the operative first amended class and PAGA representative action complaint filed in the Action, along with the Doe amendments thereto.

13. “Court” (or “Judge”) means the California Superior Court, County of San Bernardino.

14. “Defendants” means and refers to Platinum Express, Inc. and Amitpal Dhugga.

15. “Defendants’ Counsel” or “Defense Counsel” means and refers to Feber Law, APC.

16. “Effective Date” means the latest of the following dates: (i) if no Class Member timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date of the Court’s Notice of Entry of Order regarding Final Approval of the Settlement; (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

1 17. “Final Approval” refers to the order of the Court granting final approval of this
2 Settlement Agreement and entering a judgment approving this Agreement on substantially the
3 terms provided herein or as may be modified by subsequent agreement of the Parties.

4 18. “Individual Class Payment” refers to each Participating Class Member’s share of
5 the Net Settlement Amount, as further discussed in Paragraph 49(c) below.

6 19. “Individual PAGA Payment” refers to each Aggrieved Employee’s share of the
7 PAGA Penalties, as further discussed in Paragraph 49(h) below.

8 20. “Net Settlement Amount” is the Settlement Amount less the Attorneys’ Fees and
9 Costs Award (defined in Paragraph 49(f) below), the Service Payment to the Class
10 Representative as awarded by the Court, the Administration Costs, and PAGA Penalties.

11 21. “Notice” means the notice of proposed class settlement that will be sent to the
12 Class Members and which will advise each Class Member of the settlement and his or her
13 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
14 setting of a Final Approval Hearing.

15 22. “Response Deadline” is 30 calendar days from the date the Notice is mailed to the
16 Class Members.

17 23. “Objecting Class Member” means a Class Member, other than Plaintiff, who
18 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 70(c)
19 below.

20 24. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
21 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
22 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
23 as the Individual PAGA payment allocated to each Aggrieved Employee.

24 25. “PAGA Period” is deemed to be any time during the period of November 4, 2021,
25 through December 31, 2024.

26 26. “Participating Class Member” means any and all Class Members who are deemed
27 to participate and receive an Individual Class Payment and do not opt-out by submitting timely
28 and valid Requests for Exclusion.

1 27. “Parties” means Plaintiff and Defendants, collectively.

2 28. “Preliminary Approval Date” means the date the Court approves the Settlement
3 Agreement and enters the Preliminary Approval Order.

4 29. “Preliminary Approval Order” means the judicial Order to be entered by the
5 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
6 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the
7 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
8 approval hearing on the fairness of the terms of Settlement, including approval of Attorneys’ fees
9 and costs. Provided that the motion is consistent with the terms herein, Defendants will not
10 object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to
11 review and comment upon the motion before it is filed.

12 30. “QSF” means the Qualified Settlement Fund set up by the Administrator for the
13 benefit of the Participating Class Members and Aggrieved Employees, and from which the
14 settlement payments shall be made.

15 31. “Released Class Claims” or “Class Claims” by the Participating Class Members
16 upon Final Approval of the Settlement will include the claims stated in the Complaint and those
17 claims that reasonably could have been brought based upon the facts in the Complaint, including
18 but not limited to: (a) failure to pay minimum wages, (b) failure to pay rest and recovery periods,
19 (c) failure to reimburse business expenses, (d) failure to pay all wages due and owing each pay
20 period and upon separation of employment, (e) failure to provide accurate itemized wage
21 statements, (f) unfair and unlawful competition, and (g) all other claims for statutory penalties
22 based on the facts or claims alleged in the Complaint.

23 32. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims
24 that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the
25 State of California, based on the facts stated in the Complaint and in the relevant LWDA notice
26 letters, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay
27 minimum wages, (b) failure to pay rest and recovery periods, (c) failure to reimburse business
28 expenses, (d) failure to pay all wages due and owing each pay period and upon separation of

1 employment, (e) failure to provide accurate itemized wage statements, and (f) all other claims for
2 civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*
3 based on the facts or claims alleged in the Complaint. The time period governing the Released
4 PAGA Claims shall be any time during the PAGA Period.

5 33. “Released Parties” means Defendants and their parents, subsidiaries, directors,
6 owners, shareholders, officers, agents, attorneys, servants, insurers, predecessors, successors,
7 related companies, joint employers and employees, past and present, and each of them and
8 anyone acting in concert with foregoing.

9 34. “Release” shall mean the release and discharge of the Released Class Claims by
10 Plaintiff and all Participating Class Members and their assignees.

11 35. “Release Period” shall be the time period governing the Released Class Claims,
12 which shall be the same as the Class Period.

13 36. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 70(a)
14 below.

15 37. “Service Payment” or “Service Award” means the amount approved by the Court
16 to be paid to Class Representative Michael Thomas in addition to his Individual Class Payment
17 as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

18 38. “Settlement Amount” is \$200,000.00, subject to the Defendants’ obligation to
19 fund its share of payroll taxes, as further discussed in Paragraph 49(a) below.

20 39. “Work Weeks” or “Weeks Worked” in the context of a Class Member means any
21 and all work weeks during the Class Period during which the Class Member worked at least one
22 day in California for Defendant Platinum Express. Likewise, in the context of Aggrieved
23 Employees, it means any and all weeks worked during the PAGA Period during which the
24 Aggrieved Employee worked at least one day in California for Defendant Platinum Express.

25 **B. General Terms**

26 40. On November 3, 2022, Plaintiff submitted his Notice Letter to the LWDA and
27 Defendants in connection with the alleged PAGA violations.

1 41. On November 4, 2022, Plaintiff filed a putative class action complaint against
2 Defendant Platinum Express, Inc., in San Bernardino County Superior Court. After the LWDA
3 declined to assert jurisdiction over the PAGA claims, Plaintiff filed the operative First Amended
4 Complaint, alleging putative class and representative PAGA claims, including: (a) failure to pay
5 minimum wages, (b) failure to pay rest and recovery periods, (c) failure to reimburse business
6 expenses, (d) failure to pay all wages due and owing each pay period and upon separation of
7 employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful
8 competition, and (g) related claims under PAGA. Plaintiff later filed DOE amendments as to
9 Defendants Gerardo Aceves and Amitpal Dhugga. Plaintiff later dismissed Gerardo Aceves,
10 without prejudice.

11 42. Defendants deny Plaintiff's claims and allegations and contend that the Action is
12 not suitable for class certification.

13 43. The Class Representative believes he can proceed with the representative and
14 class claims, that the Action is meritorious, and that class certification is appropriate.

15 44. The Parties have conducted a thorough investigation into the facts of the Action.
16 This includes conducting an extensive exchange of informal discovery, including a sampling of
17 payroll and timekeeping records for Class Members. Additionally, the settlement included a
18 discount based on Defendants' financial condition, as the discount allowed the maximum value
19 for settlement while simultaneously avoided potential bankruptcy by Defendant Platinum
20 Express, Inc. Class Counsel is both knowledgeable about and has done extensive research with
21 respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has
22 diligently pursued an investigation of the Class Members' claims against Defendants. Based on
23 the foregoing data and on their own independent investigation and evaluation, Class Counsel is
24 of the opinion that the settlement with Defendants for the consideration and on the terms set forth
25 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
26 Class Members in light of all known facts and circumstances, including the risk of significant
27 delay and uncertainty associated with litigation, various defenses asserted by Defendants, and
28 numerous potential appellate issues.

1 45. On March 12, 2024, Plaintiff and Defendants participated in a full-day mediation
2 with Kelly Knight, Esq., a well-respected wage-and-hour mediator. The matter did not settle at
3 the conclusion of mediation. Instead, the Parties spent months exchanging additional documents,
4 including confidential financial documents from all Defendants, and conducting expert review
5 before continuing extensive arms-length negotiations, wherein the Parties reached a global
6 settlement and entered into this Settlement.

7 46. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
8 to be performed or judgment to be entered pursuant to the terms of the Settlement and
9 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of
10 any statute or law or liability on the claims or allegations in the Action.

11 47. Stipulation for Class Certification. For settlement purposes only, Defendants will
12 stipulate that the Participating Class Members may be conditionally certified as a Class. This
13 stipulation to certification is in no way an admission that class action certification is proper and
14 shall not be admissible in this or in any other action except for the sole purposes of enforcing this
15 Agreement. In the event that the Court fails to approve the Settlement under the terms agreed to
16 by the Parties, or if the appropriate appellate court fails to uphold or affirm the Settlement or if
17 the Settlement Agreement is otherwise terminated: (1) the Settlement Agreement shall have no
18 force and effect and the parties shall be restored to their respective positions prior to entering into
19 it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendant
20 and Released Parties shall have no obligation to make any payments to the Class Members,
21 Plaintiff, or Plaintiff's counsel; (3) any preliminary approval order, final approval order or
22 judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations, statements,
23 proceedings and data relating thereto shall be deemed confidential mediation settlement
24 communications and not subject to disclosure for any purpose in any proceeding. However, the
25 Parties shall first make good faith efforts to resolve any issues raised by the Court during the
26 approval process.

27 48. Parties' Rights to Void Class Settlement. In the event that more than 10% of
28 the Class Members submit elections to opt-out of the settlement, Defendant will have the right to

1 rescind and terminate the Settlement without prejudice to its pre-settlement positions and
2 defenses in the litigation. Should the threshold for opt-outs be exceeded, the Settlement
3 Administrator shall notify lead counsel for all parties via email immediately. Should either party
4 choose to void the Settlement under this paragraph, such party shall be responsible for all
5 Administrator fees and costs actually incurred.

6 **C. Terms of Settlement**

7 49. The financial terms of the Settlement are as follows:

8 (a) Settlement Amount: The Parties agree to settle this Action for the
9 Settlement Amount, subject to the Defendants' obligation to separately pay their share of payroll
10 taxes owed on the wage portion of the Individual Class Payments, which is the maximum
11 amount that will be paid by Defendants and includes Individual Class Payments, Class Counsel's
12 Attorneys' Fees and Costs Award, the Service Payment to the Class Representative,
13 Administration Costs, and PAGA Penalties.

14 (b) Net Settlement Amount: The Net Settlement Amount shall be paid to
15 Participating Class Members in full. If the Court reduces the Attorneys' Fees and Costs Award,
16 Service Award, or Administration Costs, or either increases or decreases the amount allocated to
17 the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated
18 to the Participating Class Members.

19 (c) Calculation of Individual Class Payments: The Individual Class Payment
20 for each Class Member will be calculated by the Administrator using the Class Data provided by
21 Defendants as follows. Compensable workweeks will be all Weeks Worked by the Class
22 Members during the Class Period. The dollars per compensable work week will be calculated by
23 dividing the total Weeks Worked by Class Members into the Net Settlement Amount to
24 determine a per work week value ("Workweek Value"). The Workweek Value will be
25 multiplied by the number of Weeks Worked by a Participating Class Member during the Class
26 Period to determine the distribution for a Participating Class Member. If there are any timely
27 submitted Requests for Exclusion, the Administrator shall proportionately increase the Individual
28 Class Payments for each Participating Class Member so that the amount actually distributed to

1 Participating Class Members equals 100% of the Net Settlement Amount.

2 (d) Allocation of Individual Class Payments: The Individual Class Payments
3 to Participating Class Members will be allocated as follows: 20% will be allocated as wages
4 subject to withholding of all applicable local, state and federal taxes; and 80% will be allocated
5 for interest and statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210,
6 226) from which no taxes will be withheld. The Administrator will issue to each Participating
7 Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect
8 to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

9 (e) Service Payment to Class Representative: The amount, if any, awarded to
10 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
11 exceed \$10,000, in exchange for the service that Plaintiff performed on behalf of the Class.
12 Defendants agree not to oppose this request. The Service Payment to the Class Representative
13 will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form
14 1099 in connection with this payment and shall be solely and legally responsible to pay all
15 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
16 Payment to the Class Representative less than the requested amount shall not be a basis for Class
17 Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the
18 Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to
19 the Participating Class Members.

20 (f) Attorneys' Fees and Costs Award: Defendants agrees to not oppose a
21 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
22 Settlement Amount, plus reasonable litigation costs not to exceed \$25,000 ("Attorney's Fees and
23 Cost Award"). Defendants agree not to oppose any contention by Class Counsel that attorneys'
24 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
25 paid from the Settlement Amount, and, except for this award, Defendants shall have no further
26 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
27 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
28 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court

1 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
2 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
3 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the
4 Court.

5 (g) Administration Costs: All costs and expenses due to the Settlement
6 Administrator in connection with its administration of the Class Settlement, including, but not
7 limited to, providing the Class Notice, locating Settlement Class Members, processing Opt-Out
8 requests and objections, and calculating, administering, and distributing Individual Settlement
9 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement
10 Amount, and shall not exceed \$9,000. Any funds allocated to settlement administration costs that
11 are not awarded by the Court will be included within the Net Settlement Amount and distributed
12 to the class on a pro rata basis when calculating and paying the Individual Settlement Awards.

13 (h) PAGA Penalties: The Parties agree that \$10,000 is allocated to PAGA
14 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
15 amount, \$7,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
16 Private Attorney General Act of 2004 ("PAGA") and \$2,500 (25%) will form the Individual
17 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
18 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
19 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
20 Settlement.

21 (i) Tax Liability: Class Counsel and Defendants make no representations as
22 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
23 the Class Members are not relying on any statement or representation by Class Counsel or
24 Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees
25 understand and agree that they will be solely responsible for the payment of any taxes and
26 penalties assessed on their respective Individual Class Payments and Individual PAGA
27 Payments, described herein. Forms 1099 will be distributed in the manner required by the
28 Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code,

1 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
2 this Agreement, the processes set forth in this Section may be modified in a manner to bring
3 Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and
4 Aggrieved Employees understand and agree that they will be solely responsible for the payment
5 of any taxes and penalties assessed on their respective payments described herein.

6 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
7 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
8 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
9 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
10 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
11 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
12 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
13 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
14 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
15 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
17 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
18 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
19 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
20 OR ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY, AND (C) IS NOT
21 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
22 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
23 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
26 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
27 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
28 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING

1 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

2 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
3 Under no circumstances will any portion of the Settlement Amount revert to Defendants.
4 Participating Class Members and Aggrieved Employees will not have to make a claim in order to
5 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
6 Individual Class Payment or Individual PAGA Payments will be made directly to each
7 Participating Class Member and Aggrieved Employee. The Administrator shall be responsible
8 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
9 a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks
10 delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

11 (l) Class Counsel and Plaintiff believe that the Settlement is fair and
12 reasonable and will so represent same to the Court.

13 **D. Release by the Participating Class Members**

14 50. Upon entry of the Final Approval Order and Defendants’ funding of the
15 Settlement Amount and the required employer-side payroll taxes, and except as to such rights or
16 claims as may be created by this Agreement, Plaintiff and the Participating Class Members will
17 forever completely release and discharge the Released Parties from the Released Class Claims
18 for the Class Period.

19 51. Each Participating Class Member will be deemed to have made the foregoing
20 Release as if by manually signing it.

21 52. Class Representative, on behalf of himself and the Class, acknowledges and
22 agrees that the claims for unpaid wages and untimely payment of wages in the Action are
23 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
24 them. Class Representative, on behalf of himself and the Class, acknowledges and agrees that
25 Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
26 in pertinent part as follows: “An employer shall not require the execution of any release of any
27 claim or right on account of wages due, or to become due, or made as an advance on wages to be
28 earned, unless payment of those wages has been made.”

1 **E. Release of PAGA Claims**

2 53. Upon entry of the Final Approval Order and Defendants' funding of the
3 Settlement Amount and the required employer-side payroll taxes, Plaintiff – in his individual
4 capacity and on behalf of the State of California and LWDA – shall completely release and
5 discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

6 54. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
7 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from
8 releasing the Released PAGA Claims.

9 55. It is the intent of the Parties that the Final Approval Order shall have full
10 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

11 **F. Release by Plaintiff and Class Representative**

12 56. Class Representative does hereby, for himself and his spouses, heirs, successors,
13 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
14 personal representatives, and assigns forever and completely release and discharge the Released
15 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
16 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
17 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
18 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
19 from the beginning of time through the execution of this Agreement, whether known or
20 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
21 upon, or relating to Class Representative's employment with Defendants or the remuneration for
22 or termination of such employment (the "Class Representative's Claims").

23 57. Without limiting the generality of the foregoing, this general release by Plaintiff
24 includes all federal, state and local statutory claims, federal and state common law claims
25 (including but not limited to those for contract, tort and equity), including without limitation the
26 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil
27 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor
28 Standards Act, the Employment Retirement Security Income Act of 1974, the California

1 Constitution, the California Fair Employment and Housing Act, the California Unfair
2 Competition Act (California Business and Professions Code section 17200 et seq.), and the
3 California Labor Code.

4 58. Plaintiff agrees that there is a risk that any injury that he may have suffered by
5 reason of the Released Parties' relationship with him might not now be known, and there is a
6 further risk that said injuries, whether known or unknown at the date of this Settlement
7 Agreement, might possibly become progressively worse, and that as a result thereof further
8 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
9 discharge the Released Parties, and understands that by the execution of this Settlement
10 Agreement no further claims for any such injuries that existed at the time of the execution of this
11 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
12 period from the beginning of time to the execution of this Settlement Agreement.

13 59. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
14 Section 1542 of the Civil Code of the State of California and does so understanding and
15 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
16 of the State of California states:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
18 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
19 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
20 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
21 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

22 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
23 full and complete release and discharge of all parties, Class Representative expressly
24 acknowledges that this Settlement Agreement is intended to include in its effect, without
25 limitation, all claims that Class Representative knew of, as well as all claims that he does not
26 know or suspect to exist in his favor against the Released Parties, or any of them, for the time
27 period from the beginning of time to the execution of this Settlement Agreement, and that this
28 Settlement Agreement contemplates the extinguishment of any such Class Representative's

1 Claims. Notwithstanding the above, the general release by Class Representative shall not extend
2 to claims for workers' compensation benefits, claims for unemployment benefits, claims for state
3 disability benefits, or other claims that may not be released by law.

4 **G. Interim Stay of Proceedings**

5 60. Pending completion of all of the prerequisites necessary to effectuate this
6 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
7 effective as of the date the Parties executed this Agreement, except such as is necessary to
8 effectuate the Settlement.

9 **H. Notice Process**

10 61. Appointment of Administrator. The Parties have agreed to the appointment of the
11 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
12 using standard devices to obtain forwarding addresses, independently reviewing and verifying
13 documentation associated with any claims or opt-out requests, resolving any disputes regarding
14 the calculation or application of the formula for determining the Individual Class Payment and
15 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class
16 Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other
17 tasks as set forth herein or as the Parties mutually agree or that the Court orders.

18 62. Disputes Regarding Administration. Any and all disputes relating to
19 administration of the Settlement by the Administrator (except for disputes regarding Class Data)
20 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
21 and conditions of this Agreement, until Plaintiff and Defendants notify the Court that all
22 payments and obligations contemplated by this Agreement have been fully carried out. Prior to
23 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
24 dispute without the necessity of Court intervention. The Administrator shall also be responsible
25 for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class
26 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
27 Agreement.
28

1 63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
2 Order, Defendants shall provide the Class Data to the Administrator. The Administrator will run
3 a check of the Class Members' addresses against those on file with the U.S. Postal Service's
4 National Change of Address List. The Class Data provided to the Administrator will remain
5 confidential and will not be used or disclosed to anyone, except as required by applicable tax
6 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although
7 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
8 Counsel from communicating with Class Members regarding the Action and Settlement.

9 64. Total Workweeks. At least five (5) days prior to mailing the Notice, the
10 Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a
11 preliminary calculation of all payments to be paid from the Settlement Amount, including the
12 estimated Individual Class Payments to each Class Member and Individual PAGA Payments to
13 each Aggrieved Employee (a person's name shall be redacted and a control number used in place
14 of the name). In the event that the total Workweeks worked by all Class Members modifies the
15 Class Period, the Administrator shall notify the Parties of the new Class Period end date.

16 65. Notice. The Notice, as approved by the Court, shall be sent by the Administrator
17 to the Class Members, by first class mail, in English and Spanish, within ten (10) calendar days
18 following the Administrator's receipt of the Class Data. The Administrator shall use standard
19 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
20 envelopes are returned.

21 66. Returned Notice Packets. The Administrator will take steps to ensure that the
22 Notice is received by all Class Members, including utilization of the National Change of Address
23 Database maintained by the United States Postal Service to review the accuracy of and, if
24 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
25 updated address is located within ten (10) calendar days following both the Administrator
26 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
27 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
28 request or objection must be returned by the later of the Response Deadline or fifteen (15) days

1 after the remailing of the Notice.

2 67. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
3 if an envelope has not been returned to Administrator by the Response Deadline that the Class
4 Member received the Notice.

5 68. Disputes Regarding Class Data. Class Members are deemed to participate in the
6 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
7 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
8 Payment and Individual PAGA Payment, as well as the number of weeks he/she worked during
9 the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they
10 feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period
11 in California than Defendants' records show by timely submitting evidence to the Administrator.
12 Defendants' records will be presumed determinative absent reliable evidence to rebut
13 Defendants' records, but the Administrator will evaluate the evidence submitted by the Class
14 Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to
15 meet and confer in good faith about the evidence to determine the Class Member's actual
16 number of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment.
17 If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
18 Court to render a final decision. Class Members and Aggrieved Employees will have until the
19 Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

20 69. Declaration of Due Diligence. The Administrator shall provide counsel for the
21 Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
22 diligence and proof of mailing with regard to the mailing of the Notice.

23 70. Class Members' Rights. Each Class Member will be fully advised of the
24 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion
25 from the Class Claims portion of the Settlement. The Notice will inform the Class Members of
26 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
27 in accordance with the following guidelines:
28

1 (a) Requests for Exclusion from Class. Any Class Member, other than
2 Plaintiff, may request to be excluded from the Class by submitting a “Request for Exclusion” to
3 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
4 should state:

5 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
6 *THOMAS v. PLATINUM EXPRESS, INC.* LAWSUIT. I
7 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM
8 THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY
9 INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.”

10 To be valid, any Request for Exclusion must include the full name, address, telephone
11 number, last four digits of the social security number or date of birth, and signature of the Class
12 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
13 Administrator at the specified address set forth in the Notice. Any such Request must be made in
14 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
15 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
16 Member who timely requests exclusion in compliance with these requirements: (i) will not have
17 any rights under this Agreement, including the right to object, appeal or comment on the
18 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
19 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
20 who is an Aggrieved Employee who requests timely exclusion will still be subject to the
21 Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA
22 Payment. All Parties and their counsel, including Defendants’ respective members, member
23 managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections,
24 directly or indirectly, through any means.

25 (b) Binding Effect on Participating Class Members. All Participating Class
26 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and
27 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
28 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the

1 Settlement.

2 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
3 does not submit a valid and timely Request for Exclusion may object to the terms of this
4 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her
5 objection which must be postmarked by the Response Deadline at the address set forth in the
6 Notice. Such objection shall include the Objecting Class Member's full name, address,
7 telephone number, last four digits of the social security number or date of birth, signature, and
8 dates of employment with Defendants, in addition to the case name and number, the basis for the
9 objection, including any legal support and each specific reason in support of the objection, as
10 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
11 represented by counsel, the name and address of his or her counsel. The Administrator shall
12 provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days
13 of receipt, and the Administrator shall attach the same to its declaration of due diligence and file
14 with the Court prior to the Final Approval Hearing. An Objecting Class Member remains
15 eligible to receive monetary compensation from the Settlement. Plaintiff and Defendants shall
16 not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member
17 and/or his or her counsel related to any objections to the Settlement. Submitting an objection
18 does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by
19 becoming a party of record by timely and properly intervening or filing a motion to vacate the
20 judgment under Code of Civil Procedure § 663.

21 (d) Failure to Object. Any Class Member who does not timely and properly
22 become a party of record by intervening or filing a motion to vacate the judgment waives any
23 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
24 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
25 under California Code of Civil Procedure section 473, and extraordinary writs.

26 (e) Responses to Objections. Counsel for the Parties may file a response to
27 any objections submitted by an Objecting Class Member at least five (5) court days before the
28 date of the Final Approval Hearing.

(f) Class Members will have until the Response Deadline to object or submit a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

71. Funding of the Settlement Amount. Defendants, jointly and severally, shall fund the Settlement Amount based on the payment plan discussed below by wiring the full amount of each installment payment (plus any employer payroll tax obligations owed on each installment) to the Settlement Administrator on or before each payment due date:

(a) By the later of 30 days after the Effective Date or by October 15, 2026, Defendants shall fund \$100,000.00, which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Settlement Administrator for one-half of the Court-awarded amounts [\$100,000.00 is one-half of the Settlement Amount];

(b) By the later of 60 days after the Effective Date or October 15, 2027, Defendants shall fund \$100,000.00, representing the remaining balance of the Settlement Amount, and which will be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Settlement Administrator for all remaining Court-awarded amounts.

72. Acceleration Clause. In the event that Defendants fail to make any payments outlined above within ten (10) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendants will then have ten (10) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendants fail to timely cure the late payment, any remaining payments shall be accelerated and due within thirty (30) days from the Class Counsel's notice of the missed payment.

1 73. Distribution of Funds. No later than ten (10) calendar days after the receipt of
2 each payment referenced in Paragraph 71 above, the Settlement Administrator will issue the
3 Individual Class Payments to the Participating Class Members, the payment to Class Counsel for
4 the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, the
5 payment to the LWDA for PAGA Penalties, the Individual PAGA Payments to Aggrieved
6 Employees for PAGA Penalties, and will pay itself the Settlement Administration Costs
7 according to the percentages and/or amounts set forth herein.

8 74. Deadline for Cashing Settlement Checks. Participating Class Members and
9 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
10 Administrator to cash each settlement check. If a check is not cashed within the 180-day period,
11 the check will be voided, and a stop-payment will be issued. If the first installment is not cashed
12 within 180 days, the Settlement Administrator will hold the funds in trust, pending a request by
13 the recipient to have the payment reissued. However, once 180 days has passed after the final
14 check is mailed to the Participating Class Members and Aggrieved Employees, the Settlement
15 Administrator shall issue all unclaimed funds (from both installments) to the California State
16 Controller's Office in the name of the Participating Class Member or Aggrieved Employee. The
17 release will be binding upon all Participating Class Members and Aggrieved Employees who do
18 not cash their checks within the 180-day period. In the event that any settlement check is
19 returned to the Settlement Administrator within 180 days of mailing, the Settlement
20 Administrator will, within five (5) business days of receipt of the returned settlement check,
21 perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of
22 the results. If a new address is located by these means, the Administrator will have ten (10)
23 business days to re-issue the check. Neither Defendants, Defense Counsel, Class Counsel,
24 Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement
25 checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.
26 Without limiting the foregoing, in the event a Participating Class Member or Aggrieved
27 Employee notifies the Settlement Administrator that he or she believes that a settlement check
28 has been lost or stolen, the Settlement Administrator shall immediately stop payment on such

1 check. If the check in question has not been negotiated prior to the stop payment order, the
2 Settlement Administrator will issue a replacement check.

3 **I. Duties of the Parties Prior to the Court's Approval**

4 75. Promptly after execution of this Agreement, Plaintiff will move the Court for
5 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
6 accomplishing the following:

- 7 (a) Approving as to form and content the proposed Notice;
- 8 (b) Directing the mailing of the Notice by first class mail to the Class
9 Members;
- 10 (c) Preliminarily approving this Settlement;
- 11 (d) Preliminarily certifying the class for purposes of this Settlement;
- 12 (e) Advising the LWDA of the proposed Settlement; and
- 13 (f) Scheduling the Final Approval Hearing on the issue of whether this
14 Settlement should be finally approved as fair, reasonable and adequate.

15 **J. Duties of the Parties Following Court's Final Approval**

16 76. In connection with the Final Approval Hearing provided for in this Agreement,
17 Class Counsel shall submit a proposed Final Approval Order:

- 18 (a) Approving the Settlement, adjudging the terms thereof to be fair,
19 reasonable and adequate, and directing consummation of its terms and provisions;
- 20 (b) Approving Class Counsel's application for an award of attorneys' fees and
21 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
22 and the payment to the Administrator for costs of administering the settlement; and
- 23 (c) Entering judgment approving settlement.

24 **K. Voiding the Agreement**

25 77. If the Court fails or refuses to issue the Final Approval Order or fails to approve
26 any material condition of this Agreement which effects a fundamental change of the Settlement,
27 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
28 option of either Party.

1 78. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will
2 have no further obligations under the Settlement, including any obligation by Defendants to pay
3 the Settlement Amount, or any amounts that otherwise would have been owed under this
4 Settlement.

5 79. If the Settlement is voided or fails for any reason, any costs incurred by the
6 Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in
7 this Agreement.

8 **L. Other Terms**

9 80. Waiver. The waiver by one Party of any breach of this Agreement by another
10 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

11 81. Parties' Authority. The signatories hereto represent that they are fully authorized
12 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

13 82. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
14 accomplish the terms of this Agreement, including but not limited to, execution of such
15 documents and to take such other action as may reasonably be necessary to implement the terms
16 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
17 contemplated by this Agreement and any other efforts that may become necessary by order of the
18 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
19 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
20 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's
21 preliminary and final approval of the settlement, and the final entry of judgment.

22 83. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
23 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
25 cause of action or rights released and discharged by this Agreement.

26 84. No Admission. Defendants deny any and all liability to Plaintiff and/or any Class
27 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were
28 asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle

1 and compromise the matters at issue in the Complaint to avoid further substantial expense and
2 the inconvenience and distraction of protracted and burdensome litigation. Defendants have
3 taken into account the uncertainty and risks inherent in litigation, and without conceding any
4 infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined
5 that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the
6 terms and conditions set forth in this Agreement.

7 85. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
8 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
9 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
10 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
11 Agreement with the intention of avoiding further disputes and litigation with the attendant
12 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
13 related documents such as the notices, and motions for preliminary and final approval, shall,
14 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
15 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
16 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
17 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
18 approved, the stipulation will be of no force or effect.

19 86. Notices. Unless otherwise specifically provided herein, all notices, demands or
20 other communications given hereunder shall be in writing and shall be deemed to have been duly
21 given as of the third business day after mailing by United States registered or certified mail,
22 return receipt requested, addressed:

23 *To the Class:*

24 Brian J. Mankin
25 *brian@lmlfirm.com*
26 Lauby, Mankin & Lauby LLP
27 5198 Arlington Ave, PMB 513
28 Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

1 *To Defendants:*

2 Jonathan R. Babione, Esq.
3 jbbabione@ferberlaw.com
4 FERBER LAW, APC
5 2603 Camino Ramon, Suite 385
6 San Ramon, CA 94583
7 Tel: 925) 355-9800

8 87. Construction. The Parties hereto agree that the terms and conditions of this
9 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
10 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
11 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
12 and Defendants expressly waive the common-law and statutory rule of construction that
13 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
14 and represent that the language in all parts of this Agreement shall be in all cases construed as a
15 whole, according to its fair meaning.

16 88. Captions and Interpretations. Paragraph titles or captions contained herein are
17 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
18 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
19 contractual and not merely a recital.

20 89. Modification. This Agreement may not be changed, altered, or modified, except
21 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
22 Agreement may not be discharged except by performance in accordance with its terms or by a
23 writing signed by all of the Parties hereto.

24 90. Choice of Law. This Settlement Agreement shall be governed by and construed,
25 enforced and administered in accordance with the laws of the State of California, without regard
26 to its conflicts-of-law rules.

27 91. Integration Clause. This Settlement Agreement contains the entire agreement
28 between the Parties relating to the settlement and transaction contemplated hereby, 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, are merged herein. No rights

hereunder may be waived except in writing.

92. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

94. Counterparts. This 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 fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: May 28, 2025

PLAINTIFF AND CLASS REPRESENTATIVE


Michael Thomas (May 28, 2025 18:53 PDT)

Michael Thomas

Dated: _____

DEFENDANT PLATINUM EXPRESS, INC.

By: _____ (Name)
_____ (Title)

Dated: _____

DEFENDANT

Amitpal Dhugga

hereunder may be waived except in writing.

92. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

94. Counterparts. This 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 fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Michael Thomas

Dated: 5-28-25

DEFENDANT PLATINUM EXPRESS, INC.

By: Amitpal Dhugga (Name)
President (Title)

Dated: 5-28-25

DEFENDANT

Amitpal Dhugga

1 **APPROVED AS TO FORM:**

2
3 Dated: 5/29/2025

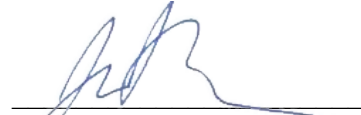
CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

4
5 

6 Brian J. Mankin
7 Attorneys for Plaintiff

8 Dated: May 28, 2025

DEFENSE COUNSEL
FERBER LAW, APC

9
10 

11 Jonathan R. Babione, Esq.
12 Attorneys for Defendants

EXHIBIT “B”

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Thomas v. Platinum Express, Inc., et al.

(San Bernardino County Superior Court Case No. CIVSB2225075)

***The San Bernardino County Superior Court 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 Defendant Platinum Express, Inc. (“Platinum Express”) and its Owner (Amitpal Dhugga) (collectively “Defendants”) for alleged violations of the California Labor Code.

The Action was filed by Michael Thomas (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages and unreimbursed business expenses, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of California resident truck drivers employed by Defendant Platinum Express in California (“Class Members”) at any time during the Class Period (which is November 4, 2018, through December 31, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all California resident truck drivers employed by Defendant Platinum Express in California at any time during the PAGA Period (which is November 4, 2021, to December 31, 2024) (“Aggrieved Employees”). (Plaintiff and Defendants shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[*CLASS MEMBER NAME*] [*ID/CONTROL NUMBER*]

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe that you worked more weeks during the periods discussed above, you can submit a challenge by **DATE, 2025** (“**Response Deadline**”). 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 do 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendant Platinum Express during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “optout” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by [REDACTED], 2025 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a Dispute). Platinum Express’s records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED

DATE: DATE, 2025 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See Section 8 of this Notice.
---	---

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Platinum Express. The Action accuses Defendants of violating California labor laws by failing to pay minimum and overtime wages, failure to pay rest and recovery periods, failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment, failure to provide accurate itemized wage statements, and practicing unfair and unlawful competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for Class Counsel’s contact information.

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were eventually successful after months of negotiations. By signing a lengthy written settlement agreement

(“Agreement”), Plaintiff and Defendants 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, Defendants do 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) Defendants have 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 Aggrieved Employees. 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. Defendants Will Pay \$200,000 as the “Settlement Amount.” Defendants have agreed to pay a total Settlement Amount of \$200,000 and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount in two payments with one payment to the Class Members by the later of approximately 30 days after the Judgment entered by the Court becomes final or October 15, 2026, and the second payment in October 2027. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

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 Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount (\$66,666.66) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. \$9,000 to the Settlement Administrator for services administering the Settlement.

D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe 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 Defendants 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.

employees, past and present, and each of them and anyone acting in concert with foregoing) of all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay rest and recovery periods, (c) failure to reimburse business expenses, (d) failure to pay all wages due and owing each pay period and upon separation of employment, (e) failure to provide accurate itemized wage statements, and (f) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint (“Released PAGA Claims”). The PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked for all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked credited to each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the tables on page 2 of this Notice. You have until **DATE** (“Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Administrator. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’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 challenges based on your submission and on input from Class Counsel and Defendant’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 and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a “Request for Exclusion” letter/card postmarked no later than , 2025 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE PLATINUM EXPRESS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.”

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal, or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by [REDACTED], 2025 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2025 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant Platinum Express, in addition to the case name and number (*Thomas v. Platinum Express, Inc.*, Case No. CIVSB2225075), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2025. Class Members who object in writing to the proposed Settlement are not required to attend the Final Approval Hearing.

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. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2025, the Court will hold a public hearing in Department S26 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff’s request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Name Mailing Address Telephone Number	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Kristina Bui Carlson, Esq. <i>kristina@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on DATE, 2025 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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. Section 9 of the Notice has the Administrator's contact information.

EXHIBIT “C”



November 3, 2022

Sent Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

Platinum Express, Inc.
1728 Vintage Ct.
Yuba City, CA 95993

Amitpal Singh Dhugga
1728 Vintage Ct.
Yuba City, CA 95993

Gerardo Aceves
1728 Vintage Ct.
Yuba City, CA 95993

Re: PAGA Civil Penalty Claim
Michael Thomas v. Platinum Express, Inc. et al.

To the Labor and Workforce Development Agency, Platinum Express, Inc., Amitpal Singh Dhugga, Gerardo Aceves, and all affiliated entities:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Michael Thomas (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against his employer(s), Platinum Express, Inc. (“Platinum Express”) and/or any affiliated entities, as well as its owners/officers Amitpal Singh Dhugga, Gerardo Aceves, and others (the “Owners”) (collectively, the “Company”), for violations of Labor Code §§ 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 256, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, among other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company in September 2021 through October 2022 as a truck driver. Claimant alleges that he and all nonexempt employees that were employed by the Company (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to Claimant was subjected during his employment.

Notably, at all relevant times, Claimant and the Aggrieved Employees were only paid on a piece-rate (per-mile) basis but did not receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time including tasks such as pre-trip and post-trip inspections, detention time, loading and

unloading time, completing paperwork, refueling or repair, and downtime between runs. Also, the piece-rate compensation paid to Claimant and the Aggrieved Employees often resulted in a payment of wages at less than the required California minimum wages for all hours worked.

Furthermore, Claimant and the Aggrieved Employees were not provided proper minimum and regular wages due to Company's failure to accurately record and compensate for all hours worked. For example, Claimant and the Aggrieved Employees were often required to clock out for meal periods and/or rest breaks, yet were under the Company's control and required to perform duties for the Company while off the clock. As a result of this policy and practice, Claimant and the Aggrieved Employees were required to perform off-the-clock work that the Company either knew or should have known they were performing.

Additionally, at all relevant times, Claimant and the Aggrieved Employees were denied paid rest breaks by virtue of the Company's policy that only paid its truck drivers for miles driven. As Claimant and the Aggrieved Employees could not accrue miles during a rest break, Claimant and the Aggrieved Employees were illegally denied paid rest breaks. Claimant and the Aggrieved Employees were also not provided mandated 30-minute off-duty meal periods. Claimant and the Aggrieved Employees were not paid the mandatory one-hour wage premium for each such meal period or rest break denied. Also, the Company failed to pay Claimant and the Aggrieved Employees for rest and recovery periods and other nonproductive time as required by Labor Code § 226.2.

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company.

The Company also failed to comply with the mandates of Labor Code § 204 regarding the timing of the payment of wages to its employees each period, including meal and rest period premiums, and failed to comply with the mandates of Labor Code §§ 201 – 203 regarding payment of final wages upon separation of employment. Moreover, at all relevant times, the Company provided inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Claimant alleges that he worked under the joint direction and control of Platinum Express, Inc., and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that Platinum Express, Inc., and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, Platinum Express, Inc., and the Owners are an integrated enterprise and should be treated as a single employer because Platinum Express, Inc., and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, Platinum Express, Inc., and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all material times herein mentioned was the owners/officers of Platinum Express, Inc., and Claimant's and the Aggrieved Employees' actual employer or, in the alternative, was an individual employed by the Company as a managerial and/or supervisory employee and/or agent. In addition, Claimant alleges that at all relevant times herein the Owners had the authority, in the interest of the Platinum Express, Inc., to exercise independent judgment to hire,



transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that Platinum Express, Inc. and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, Platinum Express, Inc., and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges that Platinum Express, Inc., was merely the alter ego of the Owners in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and the Owners exercised undue dominance, control, influence, and management over Platinum Express, Inc. Claimant further alleges that, at all relevant times Platinum Express, Inc., has been inadequately capitalized to conduct its business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached to Platinum Express, Inc., should be imposed jointly and severally against the Owners. Adherence to the fiction of the separate existence of the corporate entity of Platinum Express, Inc., would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding the same)

Based on Claimant's own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

PAGA ASSESSMENT FOR FAILURE TO PAY WAGES

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

During their employment, Claimant and the Aggrieved Employees were paid on a piece-rate basis and did not receive separate hourly compensation at no less than the minimum wage for unpaid, on-duty, time including tasks such as mandatory paid rest breaks, pre-trip and post-trip inspections, detention time, loading and unloading time, completing paperwork, refueling or repair, and downtime between runs. Additionally, the piece-rate compensation paid to Claimant and the Aggrieved Employees often resulted in a payment of wages at less than the required California minimum wages for all hours worked. Therefore, this resulted in earned, but unpaid, minimum and regular wages due and owing to Claimant and the Aggrieved Employees. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum and regular wages in violation of the Labor Code and/or the IWC Wage Orders.



PAGA ASSESSMENT FOR FAILURE TO PROVIDE SEPARATE PAYMENT FOR REST AND RECOVERY PERIODS AND OTHER NONPRODUCTIVE TIME

(Labor Code § 226.2)

Labor Code § 226.2 requires employers that pay their employees on a piece-rate basis to provide separate payment for rest and recovery periods and other nonproductive time. Claimant and the Aggrieved Employees are and/or were employees of the Company who were paid on a piece-rate basis, yet the Company did not comply with the requirements of Labor Code § 226.2 for its piece-rate employees. As a result of these violations, penalties may be assessed pursuant to Labor Code § 2699, among possibly other sections.

PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS, REST BREAKS, AND WAGE PREMIUMS

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and the Aggrieved Employees were not provided with paid rest periods by virtue of the Company’s policy that only paid on a piece-rate basis. As the Aggrieved Employees could not generate compensation during rest breaks, Claimant and the Aggrieved Employees were denied paid rest breaks. Furthermore, Claimant and the Aggrieved Employees were regularly not provided compliant meal periods and paid rest breaks because the Company did not have any policy which provided compliant meal periods and paid rest breaks to the Aggrieved Employees. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee’s regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR UNLAWFUL DEDUCTION OF WAGES

(Labor Code §§ 200, 221, 223)

California Labor Code § 200 defines wages to include “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” California Labor Code § 221 states that “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by



said employer to said employee.” Labor Code § 221 reflects “‘California's strong public policy favoring the protection of employees' wages.’” *Sciborski v. Pacific Bell Directory* (2012) 205 Cal.App.4th 1152, 1166, quoting *Harris v. Investor's Business Daily, Inc.* (2006) 138 Cal.App.4th 28, 40–41. Furthermore, Labor Code § 219 states that the protections of Labor Code § 221 cannot “be contravened or set aside by a private agreement.” Therefore, the rights under Labor Code § 221 are nonnegotiable and cannot be waived by the parties. See *Sciborski, supra* at 1166. Also, under Labor Code §§ 219 and 221, an employer may not “require its employees to consent to unlawful deductions from their wages.” *Hudgins v. Neiman Marcus Group, Inc.* (1995) 34 Cal.App.4th 1109, 1124.

Here, the Company had a policy of unlawfully deducting amounts from the wages of the Aggrieved Employees, including Claimant. Accordingly, Labor Code §§ 210, 225.5, 558, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it engaged in the unlawful deduction of wages.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” IWC Wage Order § 9(b) states “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer.”

Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. For example, the Company required Claimant and the Aggrieved Employees to acquire and maintain a smart phone and related monthly data plan in order to log into an application that tracks mileage and GPS during the routes assigned to them by the Company. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802. Furthermore, Labor Code § 2802(b) states that “[a]ll awards made by a Court for reimbursement of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and said interest will accrue from the date on which the employee incurred the necessary expenditure or loss including, but not limited to, reasonable costs and attorney’s fees incurred by the employee enforcing her rights granted pursuant to Labor Code § 2802.

**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

Here, the Company failed to timely pay all wages due and owing each period, including, but not limited to, all wages and wage premiums. As a result, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

As discussed above, the Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment due to the violations discussed above. Furthermore, Claimant did not receive his final pay within the time required by Labor Code §§ 201 – 202. As a result, all such Aggrieved Employees are entitled to the “waiting time penalty.” (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR
FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code § 226.2(a) states “[f]or employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period [and] (B) [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period.”

Here, the Company failed to provide accurate itemized wage statements due to violations including: failure to accurately state total hours worked on the Aggrieved Employees’ wage statements; name and address of the legal entity that is the employer; failure to accurately state the number of piece-rate units



earned by the Aggrieved Employees and any applicable piece-rate; failure to accurately state gross wages earned; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; failure to state the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period; and failure to state the total hours of other nonproductive time, [...] the rate of compensation, and the gross wages paid for that time during the pay period. Accordingly, Claimant and the Aggrieved Employees are entitled to damages under Labor Code § 226(e), including reasonable attorneys' fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199

(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES

(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees.

Additionally, Claimant seeks attorney's fees pursuant to *C.C.P.* § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with *C.C.P.* § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

///

///

///

///

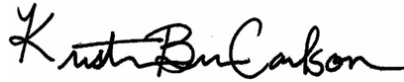


CONCLUSION

Based on the foregoing, the Company may be liable for penalties, including unpaid wages under Labor Code § 558, related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment and/or other employees of the Company, she reserves the right to add new claims by amending this claim letter.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,

A handwritten signature in black ink that reads "Kristina Bui Carlson". The signature is written in a cursive, flowing style.

By: Kristina Bui Carlson, Esq.

E-mail: kristina@lmlfirm.com



EXHIBIT “D”



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

March 19, 2025

CASE ASSUMPTIONS

Class Members	450
Opt Out Rate	1%
Opt Outs Received	9
Total Class Claimants	441
Subtotal Admin Only	\$9,413.20

Flat Fee Total \$9,000.00

For 450 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Two Payments & Disbursements, Two Tax Years

Case: Thomas v. Platinum, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin

Firm: Lauby, Mankin & Lauby, LLP

Contact Number: (951) 320-1444

Email: brian@lmlfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **450** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	54		\$108.00
NCOA (USPS)	\$80.00	1		\$80.00
Total				\$688.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	450		\$45.00
Notice Packet & Opt-Out Form	\$1.30	450		\$585.00
Estimated Postage (up to 2 oz.)*	\$0.70	450		\$315.00
Static Website	\$200.00	1		\$200.00
Total				\$1,345.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$1.00	59		\$59.00
Remail Notice Packets	\$1.00	56		\$56.00
Estimated Postage	\$0.70	56		\$39.20
Programming Undeliverables	\$50.00	2		\$100.00
Total				\$364.20

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Deficiency & Dispute Letters	\$10.00	1		\$10.00
Case Manager	\$85.00	3		\$255.00
Total				\$835.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	4		\$540.00
Mail Class Checks * (x 2)	\$0.80	441		\$705.60
Estimated Postage (x 2)	\$0.70	441		\$617.40
Total				\$2,458.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	3	\$345.00
Remail Checks (Postage Included)	\$2.00	79	\$158.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Inc.) Two Tax Years	\$1,800.00	1	\$1,800.00
Total			\$3,723.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,413.20



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “E”