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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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 the Hon. Christian Towns, Dept. S26, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: November 17, 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 am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm’s employment law practice. 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 Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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COUNSEL'S EXPERIENCE

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

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

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

5. I have tried two major class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart in District Court, wherein the jury awarded Plaintiffs and the class over $6 million. Both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former California resident truck drivers who 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 of November 4, 2018, through December 31, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately $89,753.50, after the deductions set forth in the chart below:

Gross Settlement Amount	**$ 200,000.00**
Attorneys' Fees (1/3)	$ 66,666.67
Litigation Costs	$ 14,579.83
Administrator Costs	$ 9,000.00
PAGA Penalties	$ 10,000.00
Class Representative Service Awards	$ 10,000.00
Net Settlement Amount	**$ 89,753.50**

9. The process of mailing the Notice Packets was very successful, as all Class Notices were determined to be deliverable, resulting in a 100% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected and only one opted out of the settlement.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.34% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and

possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[1]

15. When this case was taken on a contingency fee basis, with my office agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the

[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

course of this litigation, my office paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

16. It has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund, which the CA Supreme Court upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a common fund settlement amount of $200,000, whereby some Class Members will receive as much as **$4,500.28**. This is an ***excellent result*** in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive litigation, discovery, preparation, investigation, mediation, and substantial work thereafter.

18. Second, Plaintiff faced significant risks going forward with the litigation. As discussed in the motion for preliminary approval, Defendants raised various defenses throughout this litigation, any one of which, if successful, could have decimated Plaintiff's case. And Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals.

19. Third, Class Counsel are experienced class action litigators. This experience and expertise, combined with the high quality of work performed in this case, resulted in the settlement achieved in this case.

20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. If, despite these hardships and risks, the best my office could

hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by my office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in *Laffitte*, *supra*, 1 Cal.5th 480, 503.

22. For all of the above reasons, a common fund fee award here in the amount of one-third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

23. At my office, this case was primarily handled by my associate attorney, Kristina Carlson, while I performed the role of the supervising attorney. As set forth in her declaration, Ms. Carlson works exclusively with me on employment law matters. She has been in practice for 10 years and bills at the hourly rate of $750/hour. I have been in practice for 23 years, with most of those years handling complex litigation and for over the last 18 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiffs and Defense attorneys who handle complex class action litigation, if not somewhat lower.

24. Class Counsel's hourly rates are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are: $777/hour for an 8–10-year attorney, $878/hour for a 11–19-year attorney, and $1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard.

The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions of billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is $674 per hour, and the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of independent, "objective" rate data that reflects "fair market" rates actually billed to clients "in the community for similar work."

25. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately $164,975, resulting in a ***negative*** multiplier, which is summarized in the following table based on the declarations of counsel:

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Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner)	**Trial Counsel**	**23**	**$950**	**61** [2]	**$57,950**
Kristina Carlson	**Handling Attorney**	**11**	**$750**	**142.7**	**$107,025**
Grand Total					**$164,975**

26. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

27. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, fax transmission expenses, transportation, mediator fees, and other incidental expenses directly related to this action. The Settlement Agreement provided up to $25,000 in costs. Through final approval, my office incurred $14,579.83 in litigation costs (see Exhibit "B" attached hereto). The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

28. I also believe that the service award of $10,000 to Plaintiff is fair and warranted for the reasons outlined in his declaration and in the motion. He came forward and worked directly with my offices in analyzing the claims and documents, providing valuable information. (See his declarations for supporting information.) Indeed, his participation was an essential element of Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. In addition to foregoing separate individual claims, he also took on various risks, including the risk that he could have been ordered to pay Defendants' costs if he lost and the risk of retaliation and being black-balled in the industry. He also provided a full

[2] Includes an estimated 30 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator over the next three years, regarding the notice and payment plan, collecting and disturbing payments, and filing any post judgment paperwork.

release of all claims. Defendants do not oppose the requested service award.

SUBMISSION TO THE LWDA

29. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (See Exhibit "C").

EXHIBITS AND CONCLUSION

30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "A."

31. Attached hereto as Exhibit "B" is a true and correct copy of an itemized statement of my firm's litigation costs.

32. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit "C."

33. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 23, 2025, at Riverside, California.

By:____________________________
Brian J. Mankin, Esq.

EXHIBIT “A”

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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**

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

A. <u>Definitions</u>

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

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

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

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

5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

6. "Class" is defined as all current and former California resident truck drivers who 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.

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

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

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

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

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

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

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

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

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

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

27. "Parties" means Plaintiff and Defendants, collectively.

28. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement and enters the Preliminary Approval Order.

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

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

31. "Released Class Claims" or "Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include the claims stated in the Complaint and those claims that reasonably could have been brought based upon the facts in the Complaint, including but not limited to: (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, (f) unfair and unlawful competition, and (g) all other claims for statutory penalties based on the facts or claims alleged in the Complaint.

32. "Released PAGA Claims" or "PAGA Claims" means any and 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. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

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

35. "Release Period" shall be the time period governing the Released Class Claims, which shall be the same as the Class Period.

36. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 70(a) below.

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

38. "Settlement Amount" is $200,000.00, subject to the Defendants' obligation to fund its share of payroll taxes, as further discussed in Paragraph 49(a) below.

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

B. <u>General Terms</u>

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

41. On November 4, 2022, Plaintiff filed a putative class action complaint against Defendant Platinum Express, Inc., in San Bernardino County Superior Court. After the LWDA declined to assert jurisdiction over the PAGA claims, Plaintiff filed the operative First Amended Complaint, alleging putative class and representative PAGA claims, including: (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, (f) unfair and unlawful competition, and (g) related claims under PAGA. Plaintiff later filed DOE amendments as to Defendants Gerardo Aceves and Amitpal Dhugga. Plaintiff later dismissed Gerardo Aceves, without prejudice.

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

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

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

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

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

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

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

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

C. Terms of Settlement

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

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

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

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

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

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

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

(f) Attorneys' Fees and Costs Award: Defendants agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus reasonable litigation costs not to exceed $25,000 ("Attorney's Fees and Cost Award"). Defendants agree not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendants shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

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

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

(i) Tax Liability: Class Counsel and Defendants make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel or Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

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

ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

D. Release by the Participating Class Members

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

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

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

E. Release of PAGA Claims

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

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

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

F. Release by Plaintiff and Class Representative

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

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

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

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

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

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

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

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

G. <u>Interim Stay of Proceedings</u>

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

H. <u>Notice Process</u>

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

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

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

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

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

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

after the remailing of the Notice.

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

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

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

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

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

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE *THOMAS v. PLATINUM EXPRESS, INC.* 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."

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

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

Settlement.

(c) Objections to Settlement. Any Class Member, other than Plaintiff, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her objection which must be postmarked by the Response Deadline at the address set forth in the Notice. Such objection shall include the Objecting Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendants, in addition to the case name and number, 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, and, if the Objecting Class Member is represented by counsel, the name and address of his or her counsel. The Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related to any objections 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 under Code of Civil Procedure § 663.

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

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by an Objecting Class Member at least five (5) court days before the 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.

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

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

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

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

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

(a) Approving as to form and content the proposed Notice;

(b) Directing the mailing of the Notice by first class mail to the Class Members;

(c) Preliminarily approving this Settlement;

(d) Preliminarily certifying the class for purposes of this Settlement;

(e) Advising the LWDA of the proposed Settlement; and

(f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate.

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

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

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

K. Voiding the Agreement

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

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

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

L. Other Terms

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

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

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

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

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

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

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

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

To the Class:

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

To Defendants:

Jonathan R. Babione, Esq.
jbabione@ferberlaw.com
FERBER LAW, APC
2603 Camino Ramon, Suite 385
San Ramon, CA 94583
Tel: 925) 355-9800

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

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

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

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

91. Integration Clause. This Settlement Agreement contains the entire agreement 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

APPROVED AS TO FORM:

Dated: 5/29/2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: May 28, 2025

DEFENSE COUNSEL
FERBER LAW, APC

Jonathan R. Babione, Esq.
Attorneys for Defendants

EXHIBIT "B"

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00515 Thomas v Platinum Express (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Michael Thomas							
14000-00515 Thomas v Platinum Express							
11-03-2022	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Fees to LWDA to submit PAGA letter						
11-03-2022	Approved	E108 Postage	Chiarito, Tracie	27.09	0.00	1.00	27.09
	Postage for November 2022						
11-03-2022	Approved	E101 Copying	Chiarito, Tracie	0.06	0.00	124.00	7.44
	124 copies @ .06 ea - Letters to company						
03-09-2023	Approved	E112 Court fees	Chiarito, Tracie	1,459.85	0.00	1.00	1,459.85
	San Bernardino Superior Court fees to file complaint						
03-16-2023	Approved	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
	TurboCourt Order #7779498 - file FAC						
03-24-2023	Approved	Attorney Service	Chiarito, Tracie	191.85	0.00	1.00	191.85
	Bosco Inv #8563371 Serve: Platinum Express, Inc., a California Corporation Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/20/2023						
06-01-2023	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11702398 for 5/31/23 CMC						
08-25-2023	Approved	E125 Mediation fees	Chiarito, Tracie	8,375.00	0.00	1.00	8,375.00
	Judicate West Inv #606028 for 3/12/24 mediation with Kelly Knight, Esq.						
11-20-2023	Approved	Attorney Service	Chiarito, Tracie	39.33	0.00	1.00	39.33
	OneLegal Order #21651526 - file Stip and Order Cont CMC						
03-14-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #10604576 File and conform. -Amendment to Complaint x2 Court: San Bernardino County Superior Court - Central District Completed on: 03/13/2024						
03-31-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #10768411 File and Conform in Dept S26 Stipulation and Order **Advance Fees** Court: San Bernardino County Superior Court - Central District Completed on : 03/29/2024						
03-31-2024	Approved	E119 Experts	Chiarito, Tracie	382.50	0.00	1.00	382.50
	Creal & Creal Inv #182388						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00515 Thomas v Platinum Express (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Michael Thomas							
14000-00515 Thomas v Platinum Express							
04-30-2024	Approved	E119 Experts	Chiarito, Tracie	811.75	0.00	1.00	811.75
	Creal & Creal Inv #182658						
05-09-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #11008326 File and conform. -Notice and Acknowledgment of Receipt x2 Court: San Bernardino County Superior Court - Central District Completed on: 05/08/2024						
06-30-2024	Approved	E119 Experts	Chiarito, Tracie	493.00	0.00	1.00	493.00
	Creal & Creal Inv #182919						
07-22-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #11445873 File and conform in Dept. S26. -Stipulation to Continue CMC: Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 07/18/2024						
08-01-2024	Approved	E119 Experts	Chiarito, Tracie	68.00	0.00	1.00	68.00
	Creal & Creal Inv #183069						
08-31-2024	Approved	E119 Experts	Chiarito, Tracie	777.75	0.00	1.00	777.75
	Creal & Creal Inv #183121						
09-26-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #11865295 File and conform in Dept. S26. -Stipulation to Continue CMC; Proposed Order *advance fees* Court: San Bernardino County Superior Court - Central District Completed on: 9/25/2024						
10-31-2024	Approved	E119 Experts	Chiarito, Tracie	212.50	0.00	1.00	212.50
	Creal & Creal Inv #183448						
10-31-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #12080461 File and conform in Dept. S26. -Stipulation to Continue CMC; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 10/30/2024						
10-31-2024	Approved	E119 Experts	Chiarito, Tracie	212.50	0.00	1.00	212.50

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00515 Thomas v Platinum Express (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Michael Thomas							
14000-00515 Thomas v Platinum Express							
	Creal & Creal Inv #183448						
01-30-2025	Approved	Attorney Service	Chiarito, Tracie	92.45	0.00	1.00	92.45
	Bosco Inv #12File and conform in Dept. S26. -Stipulation to Continue CMC; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 1/29/2025604608						
03-18-2025	Approved	Attorney Service	Chiarito, Tracie	91.95	0.00	1.00	91.95
	Bosco Inv #12899556 File and conform in Dept. S26. -Stipulation to Continue; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 3/14/2025						
04-02-2025	Approved	Attorney Service	Chiarito, Tracie	92.45	0.00	1.00	92.45
	Bosco Inv #File and conform in Dept. S26. -Request for Dismissal; Proposed Order *advance $20 fee* Court: San Bernardino County Superior Court - Central District Completed on: 4/1/2025 Thank12998545						
06-11-2025	Approved	Attorney Service	Chiarito, Tracie	247.00	0.00	1.00	247.00
	Magna Inv #13496695 File and conform. -Motion -Declaration x2 -Proposed Order *advance fees* Court: San Bernardino County Superior Court - Central District Completed on: 6/10/2025						
06-18-2025	Approved	Attorney Service	Chiarito, Tracie	23.63	0.00	1.00	23.63
	OneLegal Order #25585547 - file Declaration of Michael Thomas						
07-07-2025	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11931971 for 7/3/25 MPA						
07-07-2025	Approved	E112 Court fees	Chiarito, Tracie	3.14	0.00	1.00	3.14
	Receipt from San Bernardino Superior Court - copy of signed PA order						
10-23-2025	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
	Estimated costs to file MFA and supporting documents						
11-17-2025	Approved	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00515 Thomas v Platinum Express (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Michael Thomas							
14000-00515 Thomas v Platinum Express							
	Estimated costs to Courtcall for MFA						
						Project Total	**14,579.83**
						Client Total	**14,579.83**
						Grand Total	**14,579.83**

EXHIBIT “C”