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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 JOEL RAYON GOMEZ, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.
15

16 INTERNATIONAL MARINE PRODUCTS,
INC., a California corporation; GLOBAL
17 OCEAN WORKS, INC., a California
corporation; and DOES 1 through 10, inclusive,

18 Defendants.
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Case No.: 21STCV45074

[Assigned to Hon. Kenneth R. Freeman, Dept. 14]

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION SETTLEMENT**

Complaint filed: December 10, 2021
Trial date: Not set

Hearing Date: February 28, 2023
Time: 11:00 a.m.
Dept: 14

1 **AMENDMENT TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 Pursuant to the Court's August 31, 2022 Checklist for Preliminary Approval of Class Action
3 Settlement, this Amendment to the Joint Stipulation of Class Action Settlement ("Joint Stipulation of
4 Settlement" or "Settlement" or "Agreement") is made and entered into by and between Plaintiff Joel
5 Rayon Gomez, individually, and on behalf of all others similarly situated, ("Plaintiff" or "Class
6 Representative"), and Defendants International Marine Products, Inc. and Global Ocean Works, Inc.
7 ("Defendants"). Plaintiff and Defendants are collectively referred to herein as "the Parties."

8 THE PARTIES STIPULATE AND AGREE to amend the Joint Stipulation of Class Action
9 Settlement as follows such that the Paragraphs listed herein shall amend, supersede, and become the
10 effective provisions of the applicable paragraphs of the Parties' Joint Stipulation of Class Action
11 Settlement:

12 **Paragraph 41(a) is modified and amended to read:**

13 41. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the
14 Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice
15 shall be translated into Spanish so that Spanish and English language versions of the Notice are included in
16 the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the
17 Settlement Administrator to forward the Notices to the Class.

18 (a) Within fourteen (14) calendar days from the date of entry of the preliminary
19 approval order of this Settlement by the Court, Defendants shall provide to the
20 Settlement Administrator a class database containing the following information for
21 each Class Member: (1) name; (2) last known address; (3) social security number;
22 and (4) dates of employment at Defendants' locations in California. This database
23 shall be based on Defendants' payroll and other business records and shall be
24 provided in a format acceptable to the Settlement Administrator. Defendants agree
25 to consult with the Settlement Administrator prior to the production date to ensure
26 that the format will be acceptable to the Settlement Administrator. The Settlement
27 Administrator will run a check of the Class Members' addresses against those on
28 file with the U.S. Postal Service's National Change of Address List. Absent mutual

1 written agreement of counsel for the Parties or Court order, the Settlement
2 Administrator will keep this database confidential and secure *from third parties*
3 and use it only for the purposes described herein, and will return this database to
4 Defendants upon final approval of the settlement or destroy electronic records
5 containing the database after the Settlement is final and all payments are distributed
6 as required under this Agreement. The information provided to the Settlement
7 Administrator shall be kept confidential and shall not be disclosed, either in writing
8 or orally, by the Settlement Administrator at any time. *Nothing in this Paragraph*
9 *shall work to prevent or inhibit Class Counsel from performing their fiduciary or*
10 *ethical obligations to the Class Members.* The Settlement Administrator shall use
11 due care with respect to the storage, custody, use, and/or dissemination of the
12 confidential information. Such information must be stored in a secure fashion and
13 all persons who access the data must agree to keep it confidential.
14

15 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
16 Amendment to the Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set
17 forth below:

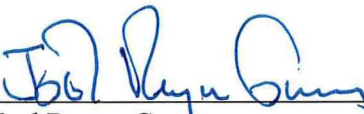
18 IT IS SO STIPULATED.

19
20 **Plaintiff & Class Representative:**

21 Dated:

22 1/19/23

23 By:

24 
25 Joel Rayon Gomez

26 **Plaintiff's Counsel:**

27 Dated: 1/19/2023

28 MOON & YANG, APC

By:


Kane Moon
Brett M. Gunther
Attorneys for Plaintiff

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Defendants:

Dated:

International Marine Products, Inc.

By: Yuji Masunaga
Print Name

[Signature]
Signature

President
Title

Dated:

Global Ocean Works, Inc.

By: Yuji Masunaga
Print Name

[Signature]
Signature

President
Title

Defendants' Counsel:

Dated:

LAW OFFICES OF ROBERT W. COHEN, APC.

By: Robert W. Cohen

Robert W. Cohen
Attorneys for Defendants International Marine
Products, Inc. and Global Ocean Works, Inc.