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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.
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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

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

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

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or
3 “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Joel Rayon Gomez,
4 individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representative”), and
5 Defendants International Marine Products, Inc. and Global Ocean Works, Inc. (“Defendants”). Plaintiff
6 and Defendants are collectively referred to herein as “the Parties.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. For purposes of this Settlement, “Complaint” refers to the operative complaint at the time
10 the Court grants Preliminary Approval of this Settlement.

11 2. For purposes of this Settlement, this matter, entitled *Joel Rayon Gomez v. International*
12 *Marine Products, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV45074, is referred to herein as
13 the “Action.”

14 3. For purposes of this Settlement, the “Class Period” is December 10, 2017 through date the
15 Court preliminarily approves of the settlement, or April 29, 2022, whichever is sooner.

16 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All persons
17 who worked for Defendants International Marine Products, Inc. and Global Ocean Works, Inc. in
18 California as an hourly, non-exempt employee from December 10, 2017 to the date the Court preliminarily
19 approves of the settlement, or April 29, 2022, whichever is sooner. “Settlement Class Members” are
20 Plaintiff and those Class Members who do not submit timely exclusion requests to the Settlement
21 Administrator.

22 5. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a
23 Class Member was employed by Defendants in California during the Class Period.

24 6. For purposes of this Settlement, “Class Counsel” means Kane Moon, Esq., Brett M.
25 Gunther, Esq., and Julie Oh of MOON & YANG, APC.

26 7. “Class Representative Service Award” means the amount that the Court authorizes to be
27 paid to Plaintiff in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the
28 Action.

1 8. For purposes of this Settlement, "Response Deadline" means the date forty-45 (45) days
2 after the Settlement Administrator initially mails the Notice to Settlement Class Members and the last date
3 on which Settlement Class Members may submit a request for exclusion or written objection to the
4 Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 45 calendar days
5 after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as
6 expressly described herein.

7 9. For purposes of the Settlement, "Defendants' Counsel" means Robert Cohen, Esq. and
8 Mariko Taenaka, Esq. of the Law Offices of Robert W. Cohen, 1901 Avenue of the Stars, Suite 1910, Los
9 Angeles, CA 90067, for Defendants International Marine Products, Inc. and Global Ocean Works, Inc.

10 10. "Individual Settlement Payment" means the amount payable from the Net Settlement
11 Amount to each Class Member.

12 11. "Net Settlement Amount" means the Maximum Settlement Amount, less Attorneys' Fees
13 and Costs, the Class Representative Service Award, Settlement Administration Costs, and the PAGA
14 Penalty Payment.

15 12. For purposes of this Settlement, "PAGA Allocation" means the amount that the Parties
16 have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the
17 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The
18 Parties have agreed that the PAGA Allocation will be \$25,000.00 from the Gross Settlement Amount.
19 Pursuant to PAGA, Seventy Five Percent (75%), or \$18,750.00, of the PAGA Penalty Payment will be
20 paid to the LWDA ("PAGA Penalty Payment"), and Twenty Five Percent (25%), or \$6,250.00 of the
21 LWDA Payment will be included in the Net Settlement Amount for PAGA Employees ("PAGA
22 Settlement Payment").

23 13. For purposes of this Settlement, "PAGA Period" means the period between December 10,
24 2020 through the date the Court preliminarily approves of the settlement, or April 29, 2022, whichever is
25 sooner.

26 14. For purposes of this Settlement, "PAGA Employee" means all persons who worked for
27 Defendants International Marine Products, Inc. and Global Ocean Works, Inc. in California as an hourly,
28 non-exempt employee during the PAGA Period.

1 15. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods
2 each PAGA Employee worked during the PAGA Period.

3 16. For purposes of this Settlement, “PAGA Representative” means Plaintiff.

4 17. For purposes of this Settlement, “Released PAGA Claims” means all claims asserted
5 through California Labor Code §§ 2698, *et seq.*, that are stated in Plaintiff’s Notice of Labor Code
6 Violations submitted to the LWDA on December 8, 2021 (“PAGA Letter”).

7 18. For purposes of this Settlement, “Released PAGA Claims Period” means the period
8 between December 10, 2020 through the date the Court preliminarily approves of the settlement, or April
9 29, 2022, whichever is sooner.

10 19. “Request for Exclusion” means a written request by a Class Member to opt out of, or
11 exclude oneself, from the Settlement.

12 20. “Settlement” means the final and complete disposition of the Action pursuant to this
13 Stipulation.

14 21. For purposes of this Settlement, “Settlement Payments” means all of the payments to
15 Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA
16 Employees (the “PAGA Settlement Payment”).

17 22. “Settlement Administrator” means a third-party class action settlement administrator
18 agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

19 23. “Settlement Administration Costs” means the reasonable costs and fees of administration
20 of this Settlement, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) Notice of
21 Settlement to the Class Members; (ii) preparing and submitting to Class Members and government entities
22 all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement
23 Payments, the Class Representative Service Award, Attorneys’ Fees and Costs, and the LWDA Payment;
24 (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a
25 Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vi) calculating and
26 remitting to the appropriate government agencies all employer and employee payroll tax obligations
27 arising from the Settlement and preparing and submitting filings required by law in connection with the
28 payments required by the Settlement.

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1 filing of the initial complaint and ending the date the Court preliminarily approves of the settlement, or
2 April 29, 2022, whichever is sooner.

3 28. The Parties stipulate and agree to the certification of the proposed class for settlement
4 purposes only. The Parties further agree that this Stipulation will not be admissible in this or any other
5 proceeding as evidence that (i) a class action should be certified, (ii) a representative action is appropriate
6 or manageable, or (iii) Defendants are liable to Plaintiff or any Class Member, other than according to the
7 terms of this Stipulation. Solely for purposes of settling this case, the Parties stipulate and agree that:

8 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
9 Class Members.

10 (b) There are common questions of law and fact including, but not limited to, the
11 following:

- 12 1) Whether or not Plaintiff and the Class Members were properly
13 compensated for all hours worked, including minimum and overtime
14 wages;
- 15 2) Whether or not Plaintiff and the Class Members were provided and/or
16 authorized and permitted all meal and rest periods, and/or were paid
17 premium pay for the failure to provide meal and rest breaks;
- 18 3) Whether or not Plaintiff and the Class Members timely received all wages
19 owed upon the termination and/or resignation of their employment;
- 20 4) Whether or not Defendants maintained accurate records of all hours
21 Plaintiff and the Class Members worked;
- 22 5) Whether or not Plaintiff and the Class Members were fully reimbursed for
23 all necessary business expenses incurred during employment with
24 Defendants; and,
- 25 6) Whether or not Defendants engaged in unlawful or unfair business
26 practices affecting the Class in violation of California Business and
27 Professions Code §§ 17200-17208.

28 (c) Plaintiff's claims are typical of the claims of the Class Members.

- 1 (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
2 Class.
- 3 (e) The prosecution of separate actions by individual members of the Class would
4 create the risk of inconsistent or varying adjudications, which would establish
5 incompatible standards of conduct.
- 6 (f) With respect to the Class, questions of law and fact common to the members of the
7 Class predominate over any questions affecting any individual member in such
8 Class, and that a class action is superior to other available means for the fair and
9 efficient adjudication of the controversy.

10 29. Should, for whatever reason, the Settlement not become effective, the fact that the Parties
11 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be
12 admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be
13 certified in a non-Settlement context in this Action or in any other lawsuit. Defendants expressly reserves
14 their right to oppose claim or class certification in this or any other action should this Settlement not
15 become effective.

16 30. Defendants expressly deny any liability or wrongdoing of any kind whatsoever associated
17 with the claims alleged in the Complaint, and Defendants further deny that, for any purpose other than
18 settling this lawsuit, the action is appropriate for class or representative treatment. With respect to
19 Plaintiff's claims, Defendants contend, among other things, that Plaintiff and the Class Members have
20 been paid proper wages, have been provided meal periods or they have been made available as required,
21 have been provided rest periods or they have been authorized and permitted as required, have been paid
22 timely wages upon separation of employment, have been fully reimbursed for all necessary business
23 expenses, and have been provided with accurate itemized wage statements. Defendants contend, among
24 other things, that they have complied at all times with the California Labor Code and the applicable Wage
25 Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendants contend
26 that they have complied at all times with the California Business and Professions Code.

27 31. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
28 all disputes and claims arising from or related to the Complaint.

1 32. Class Counsel has conducted a thorough investigation into the facts of this Action,
2 including an extensive review of relevant documents, and has diligently pursued an investigation of the
3 claims of the Class against Defendants. Based on its own independent investigation and evaluation, Class
4 Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set
5 forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the
6 Class in light of all known facts and circumstances, including the risk of significant delay, the risk the
7 Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate
8 issues. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interest
9 of the Class.

10 33. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
11 preliminary and final approval of this Settlement.

12 34. The Parties agree to stay all proceedings in the Action, except such proceedings necessary
13 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the
14 Court.

15 **PRIMARY TERMS OF SETTLEMENT**

16 35. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements
17 set forth herein, the Parties agree, subject to the Court's approval, as follows:

- 18 (a) It is agreed by and among the Class and Defendants that this case and any claims,
19 damages, or causes of action arising out of the disputes which are the subject of
20 this case, be settled and compromised as between the Class and Defendants,
21 subject to the terms and conditions set forth in this Settlement and the approval of
22 the Court.
- 23 (b) Effective Date: The terms of settlement embodied in this Settlement shall become
24 effective when all of the following events have occurred: (i) this Joint Stipulation
25 of Settlement has been executed by all Parties and their respective counsel; (ii) the
26 Court has given preliminary approval to the Settlement; (iii) the Notice has been
27 given to the class, providing them with an opportunity to dispute information
28 contained in the Notice, to opt out of the Settlement, or to object to the Settlement;

1 (iv) the Court has held a final approval hearing and entered a final order and
2 judgment certifying the Class and approving this Settlement; and (v) the later of the
3 following events: (a) the date final approval is granted if there are no objections to
4 the settlement; (b) sixty-five (65) days following notice of entry of the Court's final
5 order approving the Settlement if there are any objections by any Class Member; or
6 (c) if any appeal, writ or other appellate proceeding opposing this Settlement has
7 been filed within sixty-five (65) days following notice of entry of the Court's final
8 order approving the Settlement, then twenty (20) days after when any appeal, writ
9 or other appellate proceeding opposing the Settlement has been resolved finally
10 and conclusively with no right to pursue further remedies or relief. In this regard, it
11 is the intention of the Parties that the Settlement shall not become effective until the
12 Court's order approving the Settlement is completely final, and there is no further
13 recourse by an appellant or objector who seeks to contest the Settlement.

14 (c) Gross Settlement Amount: Defendants' maximum total payment under the
15 Settlement, including all attorney's fees and costs, the Service Payment to the
16 named Plaintiff, the costs of settlement administration, the PAGA Allocation, and
17 any other payments provided by this Settlement, is \$300,000.00 ("Gross Settlement
18 Amount"), subject to the Escalator Clause and except that, to the extent that any
19 portions of the Class Members' Settlement Payments constitute wages, Defendants
20 will be separately responsible for any employer payroll taxes required by law,
21 including the employer FICA, FUTA, and SDI contributions.

22 (d) Escalator Clause: If it is later determined that the number of Covered Workweeks
23 is more than 20% greater than the original estimates of 15,409 (i.e., 18,491 or more
24 workweeks), the Gross Settlement Amount shall be increased by the percentage
25 that the actual number of Covered Workweeks exceeds the original estimates
26 beyond 20% (the "Escalator Clause"). The Gross Settlement Amount will not be
27 reduced for any reason.

28 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will

1 revert to Defendants.

2 (f) No Claims Required: Class Members will not be required to submit a claim to
3 receive their Settlement payment.

4 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
5 deducting from the Gross Settlement Amount (\$300,000.00) the following sums,
6 subject to approval by the Court: (1) attorney's fees (not to exceed 33.33% of the
7 Gross Settlement Amount, or \$99,990.00); (2) reasonable litigation costs (not to
8 exceed \$21,000.00); (3) the Service Payment (not to exceed \$5,000.00); (4) the
9 PAGA Penalty Payment in the amount of \$18,750.00 (which is 75% of the
10 \$25,000.00 PAGA Allocation); and (5) costs of settlement administration
11 (estimated not to exceed \$20,000). Settlement Payments to the Class Members
12 will be calculated by the Settlement Administrator and paid out of the Net
13 Settlement Amount as set forth below.

14 (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the
15 Settlement Class Members' Settlement Payments constitute wages, Defendants
16 will be separately responsible for any **employer** payroll taxes required by law,
17 including the employer FICA, FUTA, and SDI contributions. Except for any
18 employer payroll taxes, it is understood and agreed that Defendants' maximum
19 total liability under this Settlement shall not exceed the Gross Settlement Amount.
20 The Settlement Administrator will calculate and submit the Defendants' employer
21 share of payroll taxes after advising Defendants of the total amount owed, in
22 aggregate, as employer-side payroll taxes and receiving a lump sum payment from
23 Defendants in that amount when the Gross Settlement Amount is delivered to the
24 Settlement Administrator.

25 (i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class
26 Payments will be paid out of the Net Settlement Amount. Each Settlement Class
27 Member will be paid a pro-rata share of the Net Settlement Amount (less the
28 PAGA Settlement Payments), as calculated by the Settlement Administrator. The

1 pro-rata share will be determined by comparing the individual Settlement Class
2 Member's Covered Workweeks worked during the Class Period in California to
3 the total Covered Workweeks of all the Settlement Class Members during the
4 Class Period as follows: [Workweeks worked by a Settlement Class Member] ÷
5 [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net
6 Settlement Amount – all PAGA Settlement Payments] = Individual Settlement
7 Payment for a Settlement Class Member. Settlement Class Payments in the
8 appropriate amounts will be distributed by the Settlement Administrator by mail to
9 the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall
10 be transmitted to the California Controller's Office, as set forth below.

11 (j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net
12 Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the
13 PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement
14 Administrator. Class Members will not be permitted to exclude themselves from
15 this portion of the Settlement. The pro-rata share will be determined by comparing
16 the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to
17 the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period
18 as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all
19 PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement
20 Payment] = individual PAGA Employee's portion of the PAGA Settlement
21 Payment. PAGA Settlement Payments to PAGA Employees in the appropriate
22 amounts will be distributed by the Settlement Administrator by mail to the PAGA
23 Employees at the same time Settlement Class Payments issue to the Settlement
24 Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the
25 California Controller's Office, as set forth below. The LWDA's PAGA Penalty
26 Payment will issue to the LWDA at the same time Settlement Payments issue to
27 the Settlement Class.

28 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class

1 Payments will be allocated as follows: 10% to wages and 90% to penalties and
2 interest. The PAGA Settlement Payment shares to PAGA Employees will be
3 entirely allocated to penalties. Appropriate federal, state and local withholding
4 taxes will be taken out of the wage allocations, and each Class Member will
5 receive an IRS Form W-2 with respect to this portion of the Settlement Payment.
6 The employer's share of payroll taxes and other required withholdings will be paid
7 as set forth above, including but not limited to the Defendants' FICA and FUTA
8 contributions, based on the payment of claims to the Class Members. IRS Forms
9 1099 will be issued to each Class Member reflecting the payments for penalties and
10 interest. Class Members are responsible to pay appropriate taxes due on the
11 Settlement Payments they receive. To the extent required by law, IRS Forms 1099
12 and W-2 will be issued to each Class Member with respect to such payments.

13 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
14 Payments to individual Class Members shall be deemed to be paid to such Class
15 Member solely in the year in which such payments actually are received by the
16 Class Member. It is expressly understood and agreed that the receipt of such
17 Settlement Payments will not entitle any Class Member to additional compensation
18 or benefits under any company bonus, contest or other compensation or benefit
19 plan or agreement in place during the period covered by the Settlement, nor will it
20 entitle any Class Member to any increased retirement, 401(k) benefits or matching
21 benefits or deferred compensation benefits. It is the intent that the Settlement
22 Payments provided for in this Settlement are the sole payments to be made by
23 Defendants to the Class Members, and that the Class Members are not entitled to
24 any new or additional compensation or benefits as a result of having received the
25 Settlement Payments (notwithstanding any contrary language or agreement in any
26 benefit or compensation plan document that might have been in effect during the
27 period covered by this Settlement).

28 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not

1 object to Class Counsel's application for attorney's fees not to exceed 33.33% of
2 the Gross Settlement Amount (\$99,990.00) and reimbursement of litigation costs
3 and expenses not to exceed \$21,000.00. The difference between the amounts
4 requested as attorneys' fees and costs and the actual amounts awarded will be
5 distributed to the class as Settlement Payments.

- 6 (n) Service Payment: Subject to Court approval, and in exchange for his service and
7 assistance in prosecuting the action as well as a general release, Defendants will
8 not object to Class Counsel's application for an additional payment of up to
9 \$5,000.00 to Plaintiff for service as a Class Representative ("Service Payment"). It
10 is understood that the Service Payment is in addition to the individual Settlement
11 Payment to which Plaintiff is entitled to along with the other Class Members. In
12 exchange, Plaintiff has agreed to release all claims, whether known or unknown,
13 under federal law or state law against the Releasees, to the extent permitted by
14 law, through the Class Period ("Plaintiff's Released Claims"). Plaintiff
15 understands that this release includes unknown claims and that they are, as a
16 result, waiving all rights and benefits afforded by Section 1542 of the California
17 Civil Code, which provides:

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

26 Specifically excluded from Plaintiff's Released Claims are any claims for workers'
27 compensation benefits. The Service Payment will issue at the same time all
28 Settlement Payments are mailed to the Settlement Class. The difference between
the amounts requested as a service payment and the actual amounts awarded will
be distributed to the class as Settlement Payments.

- (o) The Settlement Administrator will issue an IRS Form 1099 for the Service

1 Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly
2 characterizing this compensation on personal income tax returns for tax purposes
3 and for paying any taxes on the amounts received. Should the Court approve a
4 Service Payment in an amount less than that set forth above, the difference
5 between the lesser amount(s) approved by the Court and the Service Payment
6 amount(s) set forth above shall be added to the Net Settlement Amount. Plaintiff
7 agrees not to opt out or object to the Service Payment as the Class Representative.

8 (p) Settlement Administrator: The Settlement Administrator will be ILYM Group,
9 Inc., or such Settlement Administrator as may be mutually agreeable to the Parties
10 and approved by the Court. Settlement Administration Costs are estimated not to
11 exceed \$20,000. The costs of the Settlement Administrator for work done shall be
12 paid regardless of the outcome of this Settlement.

13 (q) Funding of Settlement Account: Defendants agree to make payments required
14 under this settlement within sixty (60) calendar days of the Effective Date.

15 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the
16 Settlement Payments to be mailed to the Class Members within fourteen (14)
17 calendar days after the final funds are deposited with the administrator.

18 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the
19 material terms of the proposed Settlement, along with instructions about how to
20 object or request exclusion from the proposed class action Settlement ("Notice").
21 For each Class Member, there will be pre-printed information on the mailed
22 Notice, based on Defendants' records, stating the Class Member's Covered
23 Workweeks during the Class Period and the estimated total Settlement Payment
24 under the Settlement, including the Settlement Class Payment and the PAGA
25 Settlement Payment that will be distributed irrespective of any exclusion request.
26 The pre-printed information based on Defendants' records shall be presumed to be
27 correct. A Class Member may dispute the pre-printed information on the Notice as
28 to his or her Covered Workweeks during the Class Period. Class Members must

1 submit any dispute regarding the information on the Notice as to his or her
2 Covered Workweeks within the Response Deadline. Unless a disputing Class
3 Member submits documentary evidence in support of his or her dispute, the
4 records of the Defendants will be determinative, subject to review by the Court.

5 (t) Settlement Notice Language: The Notice will issue in English and Spanish.

6 (u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

7 Class Members submitting a Request for Exclusion will nevertheless receive their
8 pro-rata share of the PAGA Settlement Payment. If the Court approves the
9 compromise of the PAGA Claim, all Class Members are bound by the Court's
10 resolution of that Claim. Plaintiff shall serve a notice of settlement on the
11 California Labor and Workforce Development Agency at or before the time
12 Plaintiff file the motion for preliminary approval.

13 (v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of
14 Defendants' records used to calculate Covered Workweeks, and the Parties'
15 counsel cannot resolve the dispute informally, the matter will be referred to the
16 Settlement Administrator. The Settlement Administrator will review Defendants'
17 records and any information or documents submitted by the Class Member and
18 issue a decision regarding the dispute. The Court reviewing this Settlement shall
19 have the authority to review and make a final decision regarding any Class
20 Member dispute. The Class Member must submit information or documents
21 supporting his or her position to the Settlement Administrator prior to the
22 expiration of the Response Deadline. Information or documents submitted after
23 the expiration of the Response Deadline will not be considered by the Settlement
24 Administrator, unless otherwise agreed to by the Parties.

25 (w) Right of Class Member to Request Exclusion from the Settlement: Any Class
26 Member may request to be excluded from the Class by mailing a "Request for
27 Exclusion" from the Settlement within the Response Deadline. Any Request for
28 Exclusion must include the name, address, telephone number, last four digits of the

1 Class Member's Social Security Number, and the signature of the Class Member
2 requesting exclusion. Any such request must be made in accordance with the
3 terms of the Notice, and the Notice will advise Class Members of these
4 requirements. Any Class Member who timely requests exclusion in compliance
5 with these requirements (i) shall not have any rights under this Settlement other
6 than a right to receive a pro-rata share of the portion of the PAGA payment
7 allocated to the Class Members if the Class Member is also PAGA Employee; (ii)
8 shall not be entitled to receive any Settlement Payments under this Settlement other
9 than as stated in subpart (j) above; and (iii) shall not be bound by this Settlement or
10 the Court's Order and Final Judgment other than as it applies to the PAGA Claim.
11 Exclusion requests may also be made by fax or email.

- 12 (x) Right of Settlement Class Member to Object to The Settlement: Any Class
13 Member may object to the Settlement. To object, the Class Member may (1)
14 appear in person at the Final Approval Hearing to explain any objection, (2) have
15 an attorney object for the Class Member, or (3) submit a simple written brief or
16 statement of objection to the Settlement Administrator. If any Class Member
17 chooses to submit a written objection, the written objection could be submitted via
18 fax or email to counsel for the Parties no later than fourteen (14) calendar days
19 before the Final Approval Hearing, and should contain sufficient information to
20 confirm the identity of the objector and the basis of the objection, including (1) the
21 full name of the Settlement Class Member; (2) the signature of the Settlement
22 Class Member; (3) the grounds for the objection; and (4) be postmarked within the
23 Response Deadline to permit adequate time for processing and review by the
24 Parties of the written statement or objection. Class Counsel shall ensure that any
25 written objections are transmitted to the Court for the Court's review (either by
26 Class Counsel or as an attachment to declaration from the Settlement
27 Administrator). A Class Member who does not object prior to or at the Final
28 Approval Hearing, will be deemed to have waived any objections and will be

1 foreclosed from making any objections (whether at the Final Approval Hearing, by
2 appeal, or otherwise) to the Settlement and/or seeking any adjudication or review
3 of the Settlement, by appeal or otherwise.

4 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

5 36. Subject to the Court's approval, and subject to reconsideration by the Parties after a
6 competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform
7 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice,
8 both in English and Spanish, to the Class Members.

9 37. The Settlement Administrator will independently review the Covered Workweeks
10 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
11 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
12 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
13 Settlement Administrator shall be granted reasonable access to Defendants' records in order to perform its
14 duties.

15 38. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement
16 Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment
17 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in
18 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
19 performance of its duties shall be referred to the Court, if necessary, which will have continuing
20 jurisdiction over the terms and conditions of this Settlement until all payments and obligations
21 contemplated by this Settlement have been fully carried out.

22 39. The Settlement Administrator will mail the final judgment approving the Settlement along
23 with the settlement payments.

24 **ATTORNEY'S FEES AND COSTS**

25 40. In consideration for resolving this matter and in exchange for the release of all claims by
26 the Class Members, including Plaintiff, and subject to approval by the Court, Defendants will not object
27 and will not oppose Class Counsel's application for attorney's fees not to exceed 33.33% of the Gross
28 Settlement Amount (\$99,990.00 of \$300,000.00) and litigation costs not to exceed \$21,000.00. The

1 amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work
2 to be performed and all fees and costs to be incurred in connection with the approval by the Court of this
3 Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the
4 Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the
5 lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount.
6 Attorneys' fees and costs approved by the Court shall be paid to Class Counsel within 14 calendar days
7 after the funds are deposited with the Settlement Administrator. In the event that the Court awards less
8 than 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal
9 that portion of any Final Approval Order and Judgment.

10 **THE NOTICE PROCESS**

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

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

1 purposes described herein, and will return this database to Defendants upon final
2 approval of the settlement or destroy electronic records containing the database
3 after the Settlement is final and all payments are distributed as required under this
4 Agreement. The information provided to the Settlement Administrator shall be
5 kept confidential and shall not be disclosed, either in writing or orally, by the
6 Settlement Administrator at any time. The Settlement Administrator shall use due
7 care with respect to the storage, custody, use, and/or dissemination of the
8 confidential information. Such information must be stored in a secure fashion and
9 all persons who access the data must agree to keep it confidential.

10 (b) Within fourteen (14) calendar days after the Class database is provided to the
11 Settlement Administrator, the Settlement Administrator will mail the Notices to the
12 Class Members by First Class United States mail.

13 (c) Notices returned to the Settlement Administrator as non-deliverable on or before
14 the initial Response Deadline shall be resent to the forwarding address, if any, on
15 the returned envelope. A returned Notice will be forwarded by the Settlement
16 Administrator any time that a forwarding address is provided with the returned
17 mail. If there is no forwarding address, the Settlement Administrator will do a
18 computer search for a new address using the Class Member's social security
19 number or other information. In any instance where a Notice is re-mailed, the
20 Settlement Administrator must complete re-mailing within three business days, that
21 Class Member will have to respond by the original response deadline or 14
22 calendar days after re-mailing, whichever is later. A letter prepared by the
23 Settlement Administrator will be included in the re-mailed Notice in that instance,
24 stating the extended response deadline. Upon completion of these steps by the
25 Settlement Administrator, Defendants and the Settlement Administrator shall be
26 deemed to have satisfied their obligations to provide the Notice to the affected
27 Class Member. The affected Class Member shall remain a member of the
28 Settlement Class and shall be bound by all the terms of the Settlement and the

1 Court's Order and Final Judgment.

2 (d) Class Counsel shall provide to the Court, at least five calendar days prior to the
3 final approval hearing, or such other date as set by the Court, a declaration by the
4 Settlement Administrator of due diligence and confirming mailing of the Notices.

5 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

6 42. As set forth above, each Class Member will have until the expiration of the applicable
7 Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class
8 Member's Covered Workweek information on the Notice. No disputes will be honored if they are
9 submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute.
10 Disputes can be communicated via fax or email. Each Class Member is responsible to maintain a copy of
11 any documents sent to the Settlement Administrator and a record of proof of mailing.

12 43. The Settlement Administrator shall cause the Settlement Payments to be mailed to the
13 Settlement Class Members and PAGA Employees as provided herein. Prior to mailing the Settlement
14 Payment checks, the Settlement Administrator shall check for updated addresses for all recipients, and in
15 the event that any check is returned as undeliverable, the check must be re-mailed within three business
16 days. The check will be re-mailed to the forwarding address, if any, on the returned envelope. If there is no
17 forwarding address, the Settlement Administrator will attempt to determine a correct address by the use of
18 skip-tracing, or other type of automated search for a new address using the Class Member's social security
19 number or other information. Settlement Class Payments and PAGA Payments may be combined into one
20 check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date
21 of their issuance. Settlement Payment checks shall state the expiration date of the checks. Settlement
22 Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by
23 the Class Member within that time, and the Class Member's relevant claims will remain released by the
24 Settlement. Settlement Payment checks which have expired will not be reissued.

25 44. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void
26 date shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of
27 each Class Member who failed to cash their Settlement Payment check prior to the void date.

28 45. Upon completion of its calculation of Settlement Payments, the Settlement Administrator

1 shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to
2 be made to Class Members (to be identified anonymously by employee number or other identifier). A
3 Declaration attesting to completion of all payment obligations will be provided to Class Counsel and
4 Defendant's Counsel and filed with the Court by Class Counsel.

5 **RELEASE BY THE CLASS**

6 46. Upon the final approval by the Court of this Settlement and payment of all funds due under
7 this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class
8 Representative, the Class and each Class Member who has not submitted a valid and timely request for
9 exclusion as to claims other than the PAGA claim, will release claims as follows:

- 10 (a) **Identity of Released Parties.** The released parties are Defendants, and each of its
11 former, present and future direct and/or indirect owners, dba's, parents,
12 subsidiaries, affiliated and related companies, divisions, successors, predecessors,
13 or assigns, and past, current and future employees, attorneys, officers, directors,
14 shareholders, owners, agents, trustees, heirs, executors, administrators,
15 predecessors, insured, insurers, successors or assigns of any of the foregoing
16 (collectively "Releasees").
- 17 (b) **Date Release Becomes Active.** The Released Claims will be released upon the
18 Settlement's Effective Date and payment by Defendants of all funds due under the
19 settlement. Class Members will not release the Released Claims or Released
20 PAGA Claims until the Effective Date and payment by Defendants of all funds due
21 under the settlement.
- 22 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,
23 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
24 submitted a timely and valid Request for Exclusion (which will not effectuate an
25 opt-out from the release of Released PAGA Claims), hereby releases Releasees
26 from the following claims for the entire Class Period:
- 27 1) any and all alleged claims, charges, rights, complaints, liens, demands,
28 obligations, damages, wages, penalties, interest, debts, liabilities, costs,

1 compensation, damages, attorneys' fees, actions, and/or causes of action
2 that were asserted or could have been asserted based upon the facts and
3 circumstances alleged in the Complaint and arising at any time during the
4 Class Period, including but not limited to all state wage and hour claims
5 (including all claims under the California Labor Code) for unpaid wages,
6 unpaid minimum wages, unpaid overtime wages, off-the-clock work
7 violations, failure to provide meal periods, failure to provide rest periods,
8 unreimbursed business expenses, wage statement violations, interest,
9 penalties, and attorneys' fees, waiting time penalties, withholding from
10 wages and the related provisions of the California Labor Code including
11 but limited to California Labor Code §§ 201-204, 210, 216, 218.6, 223,
12 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1194, 1194.2, 1197, 1197.1,
13 1198, 2802, derivative claims under California Business & Professions
14 Code §§ 17200 et seq., and all claims under the governing Wage Order of
15 the California Industrial Welfare Commission, and the Federal Fair Labor
16 Standards Act ("Released Claims"); and all other potential civil and
17 statutory penalties based on or arising from the Released Claims, including
18 but not limited to statutory, constitutional, contractual damages, costs,
19 penalties, punitive damages, interest, attorneys' fees, litigation costs,
20 restitution, and equitable relief;

- 21 2) as to any Class Member who cashes their Settlement Payment, the
22 Settlement Administrator shall include language on the Settlement
23 Payments that informs the Class Members that the signing and negotiation
24 of that check shall serve as the Class Member's consent to join the Action
25 for purposes of releasing all claims arising under the Fair Labor Standards
26 Act that are alleged in the Action or related to the claims stated or that
27 could have been stated in the Action, implicitly or explicitly; and
28 3) in addition, as to *all* Class Members employed during the Released PAGA

1 Claims Period, whether requesting exclusion from the Settlement or not,
2 claims arising under the Private Attorneys General Act of 2004, Labor
3 Code § 2698 et seq., to the extent asserted in Plaintiff's administrative
4 exhaustion letter submitted to the LWDA and any Complaint in this matter
5 (i.e., the Released PAGA Claims).

6 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

7 47. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in
8 support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its
9 fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action
10 Settlement, the Parties shall apply to the Court for the entry of an order:

- 11 (a) Scheduling a final approval and fairness hearing on the question of whether the
12 proposed Settlement, including payment of attorney's fees and costs, and the Class
13 Representative's service payment, should be finally approved as fair, reasonable,
14 and adequate as to the members of the Class;
15 (b) Certifying a Class for purposes of Settlement;
16 (c) Approving as to form and content the proposed Notice;
17 (d) Directing the mailing of the Notice;
18 (e) Preliminarily approving the Settlement subject only to the objections of Class
19 Members and final review by the Court;
20 (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the
21 proposed Class Members; and,
22 (g) Appointing ILYM Group, Inc. as the Settlement Administrator, and order the
23 Settlement Administrator to issue Notices as outlined above.

24 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

25 48. In conjunction with the hearing of a motion for final approval by the Court of the
26 Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will submit to the Court a
27 proposed final order and judgment containing provisions sufficient to accomplish the following:

- 28 (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 attorney's fees and costs;
 - (c) Approving the Service Payment to the Class Representative;
 - (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
 - (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement; and
 - (f) Entering a final judgment in the action based on the Parties' Joint Stipulation of Class Action Settlement.

NULLIFICATION AND TERMINATION

49. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment based on the Parties' Joint Stipulation of Class Action Settlement; (d) the final judgment is reversed, modified, or declared or rendered void; (e) the Settlement does not become final for any other reason; or (f) if ten-percent (10%) or more of the Class members opt-out of the settlement, Defendants may, at its sole discretion, within thirty (30) days of the expiration of the opt-out period, elect to revoke the settlement and their stipulation to Class Certification. If Defendants exercise this option, it will be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement, with the exception that Defendants will be responsible for any costs of administration of the Settlement incurred prior to the election to nullify the Settlement, by giving notice to Plaintiff's Counsel and the Settlement Administrator. In addition, in such event, the Settlement Agreement and all negotiations, court orders, and proceedings relating thereto shall be without prejudice to the rights of any and all Parties, and all evidence and/or information exchanged relating to mediation and/or the Settlement Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

1 **PARTIES' AUTHORITY**

2 50. The signatories hereto hereby represent that they are fully authorized to enter into this
3 Settlement and bind the Parties hereto to the terms and conditions thereof.

4 **MUTUAL FULL COOPERATION**

5 51. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Settlement including, but not limited to, execution of such documents and taking such other action as
7 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
8 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
9 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
10 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
11 assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the
12 Court's preliminary and final approval of this Settlement.

13 **NO PRIOR ASSIGNMENTS**

14 52. The Parties and their respective counsel represent, covenant, and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
16 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
17 released and discharged except as set forth herein.

18 **NO ADMISSION OF LIABILITY**

19 53. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
20 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
21 Defendants deny all the claims and contentions alleged by the Plaintiff in this case. The Defendants have
22 entered into this Settlement solely with the intention to avoid further disputes and litigation with the
23 attendant inconvenience and expenses.

24 **ENFORCEMENT ACTIONS**

25 54. In the event that one or more of the Parties to this Settlement institutes any legal action or
26 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare
27 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover
28 from the unsuccessful party or parties reasonable attorney's fees and costs.

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1 expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of
2 the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no
3 comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. To
4 the extent counsel for either Party wish to advertise this settlement, such advertising will be limited to a
5 statement that a matter was settled between a putative class and a “wholesaler and distributor of seafood
6 products” Any communication about the Settlement to Class Members prior to the Court-approved
7 mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the
8 details that would necessarily be included in any Court-approved Notice if a Class Member requests
9 details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have
10 not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited
11 from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2)
12 accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class
13 Representative is prohibited from communicating about the terms or the fact of the settlement on any form
14 of social media (“Social Media Bar”). In the event of a proven breach of the Social Media Bar, the
15 violating Plaintiff shall forfeit one-half of the Service Payment, as a form of liquidated damages. Class
16 Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the
17 restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the
18 settlement for any marketing or promotional purposes other than as expressly allowed above.

19 **FINAL JUDGMENT**

20 65. The Parties agree that, upon final approval of the Settlement, final judgment of this Action
21 will be made and entered in its entirety. The final judgment may be included in the Order granting Final
22 Approval of the Settlement.

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
24 Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

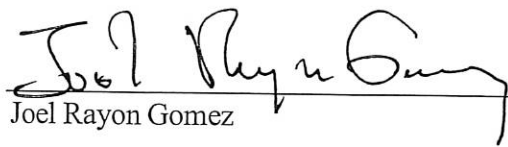
25 IT IS SO STIPULATED.

26
27 **Plaintiff & Class Representative:**

28 Dated:

By:

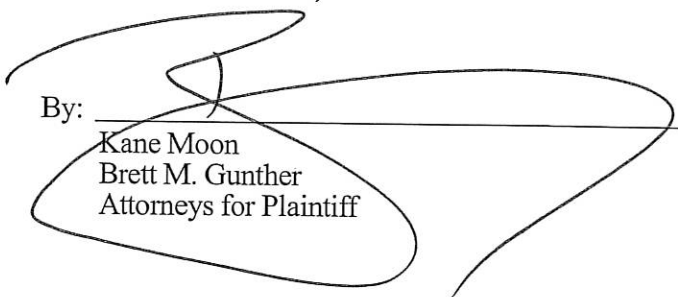
4/19/22


Joel Rayon Gomez

Plaintiff's Counsel:

Dated: 4/19/22

MOON & YANG, APC

By: 

Kane Moon
Brett M. Gunther
Attorneys for Plaintiff

Defendants:

Dated:

International Marine Products, Inc.

By: _____

Print Name

Signature

Title

Dated:

Global Ocean Works, Inc.

By: _____

Print Name

Signature

Title

Defendants' Counsel:

Dated:

LAW OFFICES OF ROBERT W. COHEN, APC.

By: _____

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

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Joel Rayon Gomez

Plaintiff's Counsel:

Dated: MOON & YANG, APC

By: Kane Moon
Brett M. Gunther
Attorneys for Plaintiff

Defendants:

Dated: International Marine Products, Inc.

By: Ichiro Miyamoto.
Print Name
Ichiro Miyamoto
Signature
COO
Title

Dated: Global Ocean Works, Inc.

By: Yuichiro Tanaka
Print Name
Yuichiro Tanaka
Signature
Director
Title

Defendants' Counsel:

Dated: LAW OFFICES OF ROBERT W. COHEN, APC.

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