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Superior Court of California
County of Los Angeles

05/22/2023

David W. Slayton, Executive Officer / Clerk of Court

By: J. Fletes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRYANT OCON, an individual, on behalf of
himself and all other aggrieved employees,

Plaintiff,

vs.

OLD MASTER PRODUCTS, INC., a
California corporation; SHAUL DINA, an
individual; and DOES 1 through 10 inclusive,

Defendants.

Case No. 22SMCV00935
Hon. Elaine Mandel

**[PROPOSED] ORDER GRANTING
APPROVAL OF SETTLEMENT OF
ACTION FILED PURSUANT TO PAGA**

1 The operative Complaint in the above-captioned lawsuit contains a single claim for relief
2 under the Private Attorneys General Act (“PAGA”) based on alleged violations of California Labor
3 Code §§ 98.6, 201-204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 558, 558.1, 1102.5, 1174,
4 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6310, the applicable California
5 Industrial Welfare Commission Wage Orders, the applicable provisions of the California Code of
6 Regulations, and California Code of Civil Procedure section 1021.5, on behalf of all current and/or
7 former persons employed by Defendants Old Master Products, Inc. and Shaul Dina (collectively
8 “Defendants”) and Released Parties (as defined in the Settlement Agreement between Plaintiff
9 Bryant Ocon and Defendants (“Settlement Agreement”) as non-exempt employees during the
10 PAGA Period (as defined in the Settlement Agreement).

11 The Court, having considered the proposed Settlement Agreement pursuant to Labor Code
12 § 2699(1); having considered the Joint Stipulation filed by Plaintiff and Defendants; and good
13 cause appearing, HEREBY ORDERS THE FOLLOWING:

14 1. Based on the California Supreme Court’s opinions in *Arias v. Superior Court*, 46
15 Cal. 4th 969 (2009), Plaintiff can seek PAGA civil penalties on behalf of the State of California
16 and other similarly situated aggrieved employees without seeking class certification or meeting
17 the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy).

18 2. In a settlement of a PAGA action brought by an aggrieved employee, the court must
19 “review and approve” the settlement. Labor Code § 2699(1)(2).

20 3. The PAGA penalties sought as part of the Settlement Agreement are approved by
21 the Court as fair, reasonable, and adequate. Plaintiff, by and through his Counsel, has satisfied the
22 standards and applicable requirements for approval of settlement of a claim for penalties brought
23 under the PAGA. Defendants shall pay a total of \$57,405.00 for such penalties. Pursuant to Labor
24 Code § 2699(i), that amount shall be divided, with 75% (\$43,053.75) being paid to the California
25 Labor Workforce Development Agency and the remaining 25% (\$14,351.25) being allocated to
26 the Aggrieved Employees (as defined in the Settlement Agreement).

1 4. The Court further approves attorneys' fees in the amount of \$48,000 and
2 \$10,942.08 in litigation costs to Plaintiff's Counsel for reasonable attorneys' fees and costs
3 incurred in connection with work performed to litigate this Action.

4 5. Plaintiff, Aggrieved Employees (as defined in the Settlement Agreement), and the
5 LWDA (to the fullest extent allowed under the law) are bound by the release of the Released
6 Claims (as defined in the Settlement Agreement). The LWDA, Aggrieved Employees, and Plaintiff
7 are deemed to have conclusively released and forever discharged Defendants and the Released
8 Parties (as defined in the Settlement Agreement) from any and all Released Claims set forth in the
9 Settlement Agreement, and are hereby permanently barred and enjoined from the institution or
10 prosecution of any and all Released Claims against Defendants and/or the Released Parties.

11 6. Neither the settlement, nor any terms of the Settlement Agreement, are an
12 admission by Defendants or the Released Parties (as defined in the Settlement Agreement) of any
13 wrongdoing whatsoever, nor is the Court's instant Order a finding of/for the validity of any claims
14 in the Action or of any wrongdoing by Defendants or any Released Parties (as defined in the
15 Settlement Agreement).

16 7. Without affecting the finality of this Order or the dismissal of the Action with
17 prejudice (all parties and all causes of action), the Court retains jurisdiction under Code of Civil
18 Procedure Section 664.6 with respect to all matters related to the consummation of the settlement

19 8. The Action, and all allegations and/or claims made and/or contained therein, is
20 hereby dismissed with prejudice (all parties and all causes of action).

21 9. This Order is intended to be a final disposition of the Action in its entirety and it is
22 intended to be immediately appealable.

23
24 **IT IS SO ORDERED.**

25 Dated: 05/22/2023



A handwritten signature in black ink, appearing to read "E. B. Moreton, Jr.", written over the printed name.

26 Edward B. Moreton, Jr. / Judge
27 Hon. Elaine Mandel
28 Los Angeles Superior Court