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INC. and SHAUL DINA

**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

**JOINT STIPULATION FOR COURT
APPROVAL OF SETTLEMENT OF
ACTION FILED PURSUANT TO PAGA**

[Filed concurrently with (Proposed) Order
and Declaration of David Alami]

1 **JOINT STIPULATION**

2 Plaintiff Bryant Ocon (“Plaintiff”) and Defendants Old Master Products, Inc. and Shaul
3 Dina (collectively “Defendants,” and with Plaintiff referred to as the “Parties”) by and through
4 their respective counsel of record, hereby enter into the following stipulation for Court approval
5 of the settlement of Plaintiff’s action filed in the above captioned Court pursuant to the California
6 Labor Code Private Attorneys General Act (“PAGA”), styled *Bryant Ocon v. Old Master*
7 *Products, Inc., et al.* (Los Angeles Superior Court Case No. 22SMCV00935) (the “Action”) as
8 follows:

9 WHEREAS, on June 21, 2022, Plaintiff filed a complaint in the Los Angeles County
10 Superior Court, alleging civil penalties pursuant to the PAGA predicated on alleged violations of
11 the California Labor Code sections 98.6, 201-204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512,
12 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6310, the
13 applicable California Industrial Welfare Commission Wage Orders, the applicable
14 provisions of the California Code of Regulations, and California Code of Civil Procedure
15 section 1021.5. Plaintiff’s Complaint further alleged violations pursuant to California Labor Code
16 section 2698, *et seq.*, including civil penalties pursuant to California Labor Code section 2699,
17 subdivisions (a), (t), and (g), and California Labor Code section 558, plus costs/expenses and
18 attorneys’ fees. Defendants deny any wrongdoing.

19 WHEREAS, following a mediation of the Action with mediator Steve Pearl on or about
20 February 9, 2023, the Parties reached a resolution of the Action.

21 WHEREAS, the Parties’ PAGA Settlement Agreement (“Settlement Agreement”),
22 attached hereto as Exhibit A, provides for the following basic terms:

- 23 • A total settlement amount of \$120,000 (“Gross Settlement Fund”);
- 24 • A Net Settlement Fund (Gross Settlement Fund less attorneys’ fees and costs and
25 Administration Costs) in the amount of \$57,405.00, 75 percent of which, or \$43,053.75
26 shall be paid to the California Labor & Workforce Development Agency (“LWDA”), and
27 25 percent of which, or \$14,351.25, shall be distributed to “Aggrieved Employees,” defined
28 in the Settlement Agreement to include all current and former persons employed by

1 Defendants or Released Parties as non-exempt employees during the PAGA Period
2 (also as defined in the Settlement Agreement), on a pro rata basis, based on their respective
3 number of payperiods worked for Defendants for the release of their PAGA claims and/or
4 entitlement to any PAGA penalties they would otherwise be entitled to that others,
5 including the State of California, pursue on their behalf;

- 6 • Attorneys' fees in the amount of \$48,000, and reimbursement of costs in the amount of
7 \$10,942.08 to be issued to Plaintiff's Counsel, David Alami and Shaheen A. Etemadi of
8 the Alami Law Group;
- 9 • Settlement Administration fees to be paid to to Phoenix Class Action Administration
10 Solutions in the amount of \$2,595.00;
- 11 • Release by Plaintiff and the LWDA of any and all claims under the PAGA alleged in the
12 Complaint or could have been alleged based on the facts pertaining to Plaintiff and the
13 Aggrieved Employees. This includes PAGA claims predicated on alleged violations of the
14 California Labor Code sections 98.6, 201-204, 206, 210, 226, 226.3, 226.7, 232.5, 510,
15 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and
16 6310 and the applicable California Industrial Welfare Commission Wage Orders.
- 17 • A template cover letter to the Aggrieved Employees (as defined in the Settlement
18 Agreement), explaining why they are receiving their respective settlement check, is
19 attached to the Settlement Agreement as Exhibit 1 and is to be mailed by the Administrator
20 (as defined in the Settlement Agreement) with each settlement check;

21 WHEREAS, the Parties' proposed settlement has been submitted to the LWDA (see
22 Exhibit A to the Declaration of David Alami); and

23 WHEREAS, counsel for Plaintiff, based on their extensive experience litigating
24 representative actions, believes the settlement is fair and reasonable and warrants court approval.

25 NOW THEREFORE, the Parties request that the Court enter the accompanying order
26 approving the PAGA settlement and penalty allocation set forth above as permitted by Labor Code
27 § 2699(l). Plaintiff's Action is dismissed with prejudice (all parties and all causes of action) as to
28 his claims individually and as to the PAGA claims of the other aggrieved employees.

1
2 **IT IS SO STIPULATED.**

3
4 Dated: May 16, 2023

ALAMI LAW GROUP

5
6
7 By



David Alami
Attorneys for Plaintiff BRYANT OCON

8
9 Dated: May 16, 2023

GORDON REES SCULLY MANSUKHANI, LLP

10
11
12 By



Roger M. Mansukhani
Emma R. Horner
Attorneys for Defendants OLD MASTER PRODUCTS,
INC., and SHAUL DINA

EXHIBIT A

Private Attorneys General Act Settlement Agreement

IT IS HEREBY AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and Released Claims shall be settled and resolved pursuant to the following terms and conditions set forth in this Private Attorneys General Act Settlement Agreement ("Agreement"), entered by and between Plaintiff Bryant Ocon and Defendants Old Master Products, Inc. and Shaul Dina (collectively "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties" and individually as "Party."

This Agreement shall be effective upon the date which the later of the following has occurred: (i) the date the Court has entered an order approving of a joint stipulation of settlement or motion seeking approval of the Settlement, or (ii) the date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought (the "Effective Date").

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Agreement, shall have the following meanings:

1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Bryant Ocon v. Old Master Products, Inc. et al.*, Los Angeles Superior Court Case No. 22SMCV00935, filed on June 21, 2022 and pending in Superior Court of the State of California, County of Los Angeles, as well as all claims and allegations made in Plaintiff's LWDA Letter dated April 15, 2022.

2. "Administrator" means Phoenix Class Action Administration Solutions, a neutral third-party administrator that the Parties have agreed to appoint to administer the settlement, subject to approval by the Court, in accordance with the terms of this Agreement.

3. "Administration Costs" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

4. "Aggrieved Employee" means all current and former persons employed by Defendants or Released Parties as non-exempt employees during the PAGA Period.

5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known-mailing address, Social Security number, and number of Pay Periods.

6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

7. "Complaint" means the claims and allegations set forth in Plaintiff's Complaint for

Enforcement under the PAGA, filed with the Court on June 21, 2022, in the Action.

8. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.

9. “Defense Counsel” means Roger M. Mansukhani, Esq. and Emma R. Horner, Esq. of Gordon Rees Scully Mansukhani, LLP.

10. “Employee Payment” refers to the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

11. “Gross Settlement Amount” is the sum of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00), which represents the total amount payable under this Agreement by Defendants, and will be used to pay the Employee Payments, LWDA PAGA Payment, Plaintiff’s Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses Payment, and the Administration Costs.

12. “Judgment” means the judgment entered by the Court based upon Final Approval.

13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

14. “LWDA Letter” means the claims and allegations set forth in Plaintiff’s correspondence to the LWDA dated April 15, 2022.

15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

16. “Plaintiff’s Counsel” means David Alami, Esq. and Shaheen A. Etemadi, Esq. of Alami Law Group, the attorneys representing Plaintiff in the Action.

17. “Net Settlement Amount” is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Employee Payments, LWDA PAGA Payment, PAGA Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses, and Administration Costs. The remainder is to be paid to Aggrieved Employees as Employee Payments.

18. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, et seq.

19. “Plaintiff’s Counsel Fees Payment” and “Plaintiff’s Counsel Litigation Expenses Payment” mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

20. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

21. “PAGA Notice” means Plaintiff’s April 15, 2022, letter to Defendants and the

LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22. “PAGA Period” means the time period from April 15, 2021 through the Effective Date.

23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$14,351.25) and the 75% to LWDA (\$43,053.75) in settlement of PAGA claims.

24. “Plaintiff” means Bryant Ocon, the named plaintiff in the Action.

25. “Approval Order” means the proposed Court Order Granting Approval of Settlement.

26. “Released Claims” means any and all claims under the PAGA alleged in the Complaint or could have been alleged based on the facts pertaining to Plaintiff and the Aggrieved Employees. This includes, but is not limited to, PAGA claims predicated on alleged violations of the California Labor Code sections 98.6, 201-204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6310 and the applicable California Industrial Welfare Commission Wage Orders.

27. “Released Parties” means Defendants and their past, present, and future related entities, subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, owners, officers, officials, directors, attorneys, partners, members, personal representatives, executors, investors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.

28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

1. On April 15, 2022, in his LWDA Letter, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of Labor Code sections 98.6, 201-203, 204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6310, among others, and the applicable Industrial Welfare Commission Wage Orders.

2. Plaintiff filed his Complaint against Defendants on June 21, 2022. Plaintiff’s Complaint alleged civil penalties pursuant to the PAGA” predicated on alleged violations of the Labor Code sections 98.6, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 6310. The Complaint further alleged violations pursuant to Labor Code section 1194.2 and the PAGA. Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in in the Complaint and deny any and all liability for the causes of action alleged.

3. On February 9, 2023, the Parties participated in a mediation before mediator Steve Pearl, Esq., after undertaking an investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees.

4. On February 13, 2023, the Parties agreed to fully and finally resolve the Action and the Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

5. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. **OPERATIVE TERMS OF THE AGREEMENT**

The Parties agree as follows:

1. **Non-Admission.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement shall be construed to be an admission or concession by Plaintiff that his claims do not have merit. Likewise, nothing in this Agreement shall be construed to be an admission by Defendants that any of Plaintiff's claims have merit, of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, or of violation of any statute, regulation, ordinance, rule, executive order, or other law, and Defendants specifically disclaim any such liability or wrongdoing. Nothing in this Agreement shall be used in any judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, this Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered in connection therewith. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement, the Settlement, the Parties' willingness to settle the Action, and any related Court documents or orders are not and may not be cited or admitted as evidence of liability and will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The Parties agree that representative treatment is for purposes of settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action.

2. **Gross Settlement Amount.** Defendants agrees to pay \$120,000 and no more as the Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the PAGA Penalties in the amount of \$57,405.00 to be paid from the Gross Settlement Amount,

with 75% (\$43,053.75) allocated to the LWDA PAGA Payment and 25% (\$14,351.25) allocated to the Employee Payments.

a. The Administrator will calculate each Employee Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$14,351.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Employee Payment.

b. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Employee Payments on IRS 1099 Forms.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendants will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to \$48,000 ("Plaintiff's Counsel Fees Payment") and litigation costs and expenses in the amount up to \$12,000 incurred in prosecuting this Action ("Plaintiff's Counsel Litigation Expenses Payment"), to Plaintiff's Counsel, provided they do not exceed these amounts. In the event the Court approves a payment of less than \$48,000.00 for Plaintiff's Counsel Fees Payment and/or less than \$12,000 for Plaintiff's Counsel Litigation Expenses Payment, the difference will be a part of the Net Settlement Amount. If the Court approves Plaintiff's Counsel Fees Payment and/or Plaintiff's Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Released Parties shall have no liability to Plaintiff's counsel or any other plaintiff's counsel arising from any claim to any portion any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

5. **Administration Costs.** Defendants will not oppose Plaintiff's request for payment in the amount up to (and not to exceed) \$2,595 to the Administrator for administering the settlement. In the event the Court approves a payment of less than \$2,595.00 for Administration Costs, the difference will be a part of the Net Settlement Amount. Administration Costs will be reported on an IRS Form 1099 issued to the Administrator.

6. **Released Claims.** Upon the Effective Date, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all Released Claims defined in Section I Subsection 26 herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but

agrees, nonetheless, that Plaintiff's Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

7. **Release by PAGA Counsel.** Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Action and the PAGA Period facts stated in the Complaint, LWDA Letter and the PAGA Notice.

8. **Representations by Plaintiff.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

9. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

10. **Filing of Stipulation for Approval of Settlement by the Parties.** The Parties shall, as soon as practicable but no more than 5 court days after full execution of this Agreement, execute a Stipulation for Approval of this Settlement to be filed with the Court. Plaintiff's Counsel shall be responsible for preparing the Stipulation for Approval of the Settlement. Plaintiff's Counsel will file the Stipulation for Approval within the above time frame. Plaintiff's Counsel will submit the Stipulation for Approval to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

In the event the Court does not approve, for any reason, this Settlement by way of the Parties' Stipulation for Approval, Plaintiff's Counsel shall be responsible for preparing a Motion for Approval of the Settlement ("Approval Motion"). Plaintiff's Counsel will file the Approval Motion as soon as practicable. Plaintiff's Counsel will serve the Approval Motion on Defense Counsel and submit it to the LWDA.

Pursuant to the PAGA, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

11. **Dismissal.** The Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Agreement and the Court's orders. Within ten (10) calendar days of Defendants providing to the Administrator

the Gross Settlement Amount, unless otherwise ordered by the Court, Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice (all parties, all causes of action)).

IV. ADMINISTRATION OF SETTLEMENT

1. Administrator. The Parties have mutually selected Phoenix Class Action Administration Solutions to handle the administration of this settlement, subject to approval by the Court, and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

a. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

b. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

c. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

2. Deposit and Distribution of Gross Settlement Amount.

a. Aggrieved Employees. As of the date of the mediation of this matter, Defendants estimated there were 149 Aggrieved Employees who worked a total 3,270 of Pay Periods.

b. Aggrieved Employee Data. Within twenty (20) calendar days from the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

c. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross

Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

d. Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Employee Payments, the LWDA PAGA Payment, the Administration Costs, and the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment.

i. The Administrator will issue checks for the Employee Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid under the cover letter, substantially in the form attached hereto as "Exhibit 1" ("Cover Letter"), to each of the Aggrieved Employees identified in the Aggrieved Employee Data. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

ii. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

iii. For any Aggrieved Employee whose Employee Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

iv. The payment of Employee Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. MISCELLANEOUS PROVISIONS

1. No Impact on Employee Benefit Plans. Neither the Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants, if any. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs, if any. The payments made under the terms of this Agreement shall

not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendants benefit plan, policy, or bonus program, if any. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs, if any, to effect this intent, and to make clear that any amounts paid pursuant to this Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs, if any, for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Nothing in this section constitutes or shall be construed as an admission or acknowledgment that any such plan(s), policy(s), and/or bonus program(s) exist and/or are offered by Defendants.

2. **Tax Consequences.** Neither Plaintiff, Plaintiff’s Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

3. **Attorney Authorization.** Plaintiff’s Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

5. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

6. **Governing Law.** All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

7. **Entire Agreement.** Upon execution, this Agreement and any and all exhibits attached hereto, constitutes the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8. **Judgment and Continued Jurisdiction.** The Parties agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6,

and the Court, after entry of Judgment and to the fullest extent of the law, shall retain jurisdiction over this Action, the Parties, the Settlement and the Aggrieved Employees solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters that are permitted by law.

a. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. **Amendment or Modification.** This Agreement, and all parts of it, including any and all exhibits attached to same, may be amended or modified, changed, or waived only by an express written instrument, signed by all Parties or their representatives, subject to approval by the Court.

10. **Authorization to Enter into Binding Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of each Defendant and to bind each Defendant to the terms of this Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Agreement. Counsel for all Parties represent and warrant that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all settlement funds, Plaintiff and Plaintiff's counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants

unless, prior to the Administrator's payment of all settlement funds, Defendants make a written request to Plaintiff's Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

13. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

14. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

15. **Calendar Days.** Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

16. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

a. To Plaintiff: David Alami
Shawn Etemadi
The Alami Law Group
620 Newport Center Drive,
Suite 1100
Newport Beach, CA 92660
david@alamilawgroup.com
shawn@alamilawgroup.com

b. To Defendants: Roger M. Mansukhani
Emma R. Horner
Gordon Rees Scully
Mansukhani, LLP
633 West Fifth Street,
52nd Floor
Los Angeles, CA 90071
rmansukhani@grsm.com
ehorner@grsm.com
mxdiaz@grsm.com

17. **Execution and Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement

18. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

19. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the

intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

20. **No Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

21. **Cooperation and Execution of Necessary Documents.** The Parties have cooperated in the drafting and preparing of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

22. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Agreement, accepts and agrees to the provisions contained in this Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: May 11, 2023

By: 
Bryant.Ocon (May 11, 2023 18:44 PDT)
BRYANT OCON

DEFENDANTS:

OLD MASTER PRODUCTS, INC.

Dated: 5/10/23

By: 
Shaul Dina, Vice President

Dated: 5/10/23

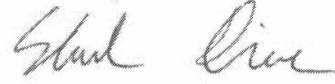
By: 
SHAUL DINA

EXHIBIT 1

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: PAGA Settlement Payment - *Bryant Ocon v. Old Master Products, Inc., et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This check constitutes your portion of the settlement sum agreed to by the parties from the settlement of the lawsuit captioned *Bryant Ocon v. Old Master Products, Inc. et al.*, Los Angeles Superior Court Case No. 22SMCV00935, which was filed on June 21, 2022, by Plaintiff Bryant Ocon ("Plaintiff") in the Los Angeles County Superior Court, against Old Master Products, Inc. and Shaul Dina (collectively "Defendants") pursuant to the California Private Attorneys General Act of 2004, California Labor Code Section 2698, *et seq.* (the "PAGA"), on behalf of the State of California and all current and former persons employed by Defendants or Released Parties, as defined in the settlement agreement (as approved by the Court), as non-exempt employees from April 15, 2021, to _____ (the "Action"). You have been identified as one of the persons on whose behalf the Action may have been brought.

In the Action, Plaintiff alleged various wage and hour claims against Defendants under the PAGA. Defendants deny any and all allegations in Plaintiff's Complaint, deny any failure to comply with the laws identified in Plaintiff's Complaint, and deny any and all liability for the causes of action alleged in the Action.

The parties to the Action have agreed to a settlement, which has been approved by the Court. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Under the PAGA, the settlement amount agreed upon by the parties, and approved by the Court, that is to be attributed to the settlement of the claims in the Action (\$57,405.00) is to be divided between the State of California (specifically the California Labor and Workforce Development Agency), which receives 75% of the settlement sum, and the persons on whose behalf the Action may have been brought, who receive a pro rata share of 25% of the settlement sum, based on the number of pay periods worked by each such person during the relevant time period.

The enclosed check represents your pro rata portion of the settlement sum in the Action. It is your responsibility to apply and pay any taxes payable on the amount you have received. The parties to the Action make no representations to you regarding the tax consequences of any monies received.

If you have any questions, you can contact Phoenix Settlement Administrators (whose contact information is included at the top of this letter), or Plaintiff's counsel or Defendants' counsel at the following:

David Alami ALAMI LAW GROUP 620 Newport Center Drive, Ste. 1100 Newport Beach, CA 92660 (949) 287-3594 info@alamilawgroup.com Counsel for Plaintiff	Roger M. Mansukhani Emma R. Horner Gordon Rees Scully Mansukhani, LLP 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 rmansukhani@grsm.com ehorner@grsm.com mxdiaz@grsm.com Counsel for Defendants
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Very Truly Yours,

Phoenix Settlement Administrators