BIBIYAN LAW GROUP, P.C.
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
Shereen K. Basi (SBN 339539)
sbasi@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, Deybin Peralta, individually, as an aggrieved employee, and on behalf of all other aggrieved employees

FISHER & PHILLIPS LLP
Mark J. Jacobs (SBN 208945)
mjacobs@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, CA 92614

Attorney for Defendant Omega Products International, Inc. dba Dragon Skin

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DEYBIN PERALTA, an individual, and on behalf of all others similarly situated and Aggrieved,

Plaintiff,

v.

DRAGON SKIN, a California corporation, OMEGA PRODUCTS INTERNATIONAL, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: CVRI2305640

[Assigned to the Hon. Daniel Ottolia, Dept. 4]

REPRESENTATIVE ACTION

JOINT STIPULATION RE: PAGA SETTLEMENT

Action Filed: October 20, 2023
Trial Date: None Set

This Joint Stipulation re: PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiff Deybin Peralta ("Plaintiff"), individually, as an

aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act, on one hand; and defendant, Omega Products International, Inc. dba Dragon Skin ("Defendant") on the other hand, in the lawsuit entitled *Peralta v. Dragon Skin et al.*, filed in Riverside County Superior Court, Case No. CVRI2305640. Plaintiff and Defendant shall be, at times, collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. "**Action**" means Plaintiff's PAGA lawsuit, alleging wage and hour violations against Defendant, captioned *Peralta v. Dragon Skin et al.*, Case No. CVRI2305640, initiated on October 20, 2023, and pending in the Superior Court of the State of California, County of Riverside.

1.2. "**Administrator**" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have mutually selected has selected to administer the Settlement.

1.3. "**Administration Expenses Payment**" 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.

1.4. "**Aggrieved Employees**" means all current and former hourly, non-exempt employees of Defendant in California at any time during the PAGA Period.

1.5. "**Aggrieved Employee Data**" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employees' full names, last-known mailing address, telephone numbers and/or email addresses to the extent they are available, Social Security number, and the number of PAGA Pay Periods worked in the PAGA Period.

1.6. "**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.

1.1. "**Approval Order**" means the proposed Court Order Granting Approval of PAGA Settlement.

1.2. "**Court**" means the Superior Court of California, County of Riverside.

1.3. "**Defense Counsel**" means Mark J. Jacobs of Fisher & Phillips LLP.

1.4. "**Effective Date**" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final.

1.5. "**Gross Settlement Amount**" means $440,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment.

1.6. "**Individual PAGA Payment**" means the Aggrieved Employee's 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.

1.7. "**Judgment**" means the judgment entered by the Court based upon the Final Approval.

1.8. "**LWDA**" means the California Labor and Workforce Development Agency.

1.9. "**LWDA PAGA Payment**" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.10. "**Net Settlement Amount**" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder represents the PAGA Penalties.

1.11. "**PAGA Counsel**" means David D. Bibiyan, Brandon M. Chang, Bevin Pike, Calyn V. Haddock, and Shereen K. Basi, of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.12. "**PAGA Counsel Fees Payment**" and "**PAGA Counsel Litigation Expenses Payment**" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.13. "**PAGA Pay Period**" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.14. "**PAGA Period**" means the period from August 10, 2022, through January 31, 2026, subject to Paragraph 8.1 herein.

1.15. "**PAGA**" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.16. "**PAGA Notice**" means the August 10, 2023, letter that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.17. "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($265,850.00), allocated 25% to the Aggrieved Employees (no less than $66,462.50) and the 75% to LWDA (no less than $199,387.50) in settlement of PAGA claims.

1.18. "**Plaintiff**" means Deybin Peralta, the named plaintiff in the Action.

1.19. "**Released PAGA Claims**" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.20. "**Released Parties**" means: (i) Defendant Omega Products International, Inc. dba Dragon Skin; (ii) Omega Products International, Inc's past and present parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, affiliated medical entity, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Omega Products International, Inc.; and (iii) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,

managers, contractors, owners, trustees, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing.

1.21. "**Settlement**" means the disposition of the Action effected by this Agreement and the Judgment.

RECITALS

2.1. On August 10, 2023, Plaintiff filed a Class Action Complaint against defendant Dragon Skin et al. in the Riverside County Superior Court, Case No. CVRI2304100, alleging that that defendant Dragon Skin et al. violated the Labor Code for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; 9) violations of Labor Code § 227.3; and 11) unfair competition ("Class Action").

2.2. On August 10, 2023, Plaintiff filed with the LWDA and served on Dragon Skin et al., a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations.

2.3. On October 20, 2023, Plaintiff filed a Complaint (the "Operative Complaint"), against Dragon Skin et al. in the Riverside County Superior Court, Case No. CVRI2305640, for civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice.

2.4. On November 6, 2024, Plaintiff's Class Action claims were dismissed by court order, his individual claims were compelled to arbitration, and his representative claims were stayed.

2.5. On January 8, 2026, the parties participated in an all-day mediation presided over by Lynn Frank, Esq., which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery: (1) a sampling of Aggrieved Employee time and payroll wage records from the years 2021 through 2023; and (2) payroll and personnel documents pertaining to Plaintiff that were available to Defendant.

2.7. The Parties, PAGA 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.

3. MONETARY TERMS

3.1. **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay $440,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of 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 Defendant.

3.2. **Payments from the Gross Settlement Amount**. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. **To PAGA Counsel**: A PAGA Counsel Fees Payment of not more than 33% of the Gross Settlement Amount, subject to escalation pursuant to Paragraph 8.1 of this Agreement and approval by the Court, which is currently estimated to be $145,200.00 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one

or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator**: An Administrator Expenses Payment not to exceed $3,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $3,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees**: PAGA Penalties in the amount of no less than $265,850.00 to be paid from the Gross Settlement Amount, with 75% (no less than $199,387.50) allocated to the LWDA PAGA Payment and 25% (no less than $66,462.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (no less than $66,462.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. 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 on the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1. **Aggrieved Employee Pay Periods**. Based documents provided by Defendant to Plaintiff prior to mediation, Plaintiff estimates there are 102 Aggrieved Employees who worked a total of 11,389 PAGA Pay Periods in the PAGA Period.

4.2. **Aggrieved Employee Data**. Within 14 days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet and a declaration from Defendant or Defendant's data analyst to Plaintiff's counsel attesting to the method by which Defendant calculated the number of pay periods for each Aggrieved Employee and all Aggrieved Employees in the aggregate. To protect Aggrieved Employee's 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. Defendant has a continuing duty to immediately notify PAGA 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 Defendant 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.

4.3. **Funding of Gross Settlement Amount**. Defendant shall fully fund the Gross Settlement Amount within fifteen (15) days after the Effective Date.

4.4. **Payments from the Gross Settlement Amount**. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. 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.

4.4.3. Aggrieved Employees will receive an Individual Settlement Payment. Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their

issuance. For any Aggrieved Employee whose Individual PAGA 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.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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.

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees**: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities**. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;

and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. **Responsibilities of PAGA Counsel**. PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. A modification of PAGA Counsel attorneys' fees and costs and or the Administration Expenses Payment shall not be deemed a material change to this Agreement.

6.4. **Blow-Up Provision**. Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time after the date the Court denies final approval of this Settlement, or if the Court fails to approve material terms of the Settlement, including the scope of the release.

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator**. The Parties have mutually selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Expenses. 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.

7.2. **Employer Identification Number**. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and providing reports state and federal tax authorities.

7.3. **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.

7.4. **Administrator's 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based documents provided by Defendant to Plaintiff prior to mediation, Plaintiff estimates there are 102 Aggrieved Employees who worked a total of 11,389 PAGA Pay Periods in the PAGA Period.

8.1. **Escalator Clause.** Defendant represents that there are no more than 11,389 PAGA Pay Periods worked during the PAGA Period. If the number of PAGA Pay Periods increases by more than 10% (1,138.9) during the PAGA Period, then the Gross Settlement Amount will be increased on a pro-rata basis for any pay period added above the 10% increase (or 12,527.9 PAGA Pay Periods). For example, if the number is 11% or higher, the Gross Settlement Amount will be increased by 1%. The Defendant may, at its sole option, cap the number of PAGA Pay Periods in the release at 12,527.9 PAGA Pay Periods in lieu of extending the PAGA Period. Defendant's option to end the PAGA Period on an earlier date expires sixty (60) days prior to the first set hearing on Plaintiff's Motion for Approval of the Settlement.

8.2. **Confirmatory Discovery.** Defense counsel agrees to provide PAGA Counsel with all native and edited time and machine records for the first week of every 3rd month for all

employees. These records will also reflect which employees were assigned to which machines. Defendant shall also supply the documents (waivers) that reflect an employee's acknowledgment that the conditions for a premium do not exist, for the time frame between February 1st, 2024, through December 31st, 2025. This Settlement is conditioned upon Plaintiff's review of these documents. Plaintiff retains the right to opt out of the settlement after meeting and confirming with Defense Counsel and the mediator, Lynn Frank, Esq., if there remain concerns regarding the violation rate.

9. CONTINUING JURISDICTION OF THE COURT

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

9.1. **Waiver of Right to Appeal**. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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.

10. ADDITIONAL PROVISIONS

10.1. **No Admission of Liability or Representative Manageability for Other Purposes**. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that

Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action 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).

10.2. **Integrated Agreement**. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute 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.

10.3. **Attorney Authorization**. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

10.4. **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.

10.5. **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, any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. **No Tax Advice**. Neither Plaintiff, PAGA Counsel, Defendant, 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.

10.7. **Modification of Agreement**. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

10.9. **Applicable Law**. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. **Cooperation in Drafting**. The Parties have cooperated in the drafting and preparation 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.

10.11. **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.

10.12. **Use of Aggrieved Employee Data**. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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.

10.13. **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.

10.14. **Calendar Days**. Unless otherwise noted, all reference 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 legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **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:

To Plaintiff:

BIBIYAN LAW GROUP, P.C.
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
Shereen K. Basi (SBN 339539)
sbasi@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

FISHER & PHILLIPS LLP
Mark J. Jacobs (SBN 208945)
mjacobs@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, CA 92614

10.16. **Execution in 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.

10.17. **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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18. **Severability**. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'

Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

10.19. **Advice of Counsel.** The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel prior to its execution. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

IT IS SO AGREED:

11/10/2026

Plaintiff Deybin Peralta

Defendant Omega Products International, Inc. dba Dragon Skin

By: _____

Its: _____

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan 11/10/2026

David D. Bibiyan
Bevin Pike
Counsel for Plaintiff Deybin Peralta

FISHER & PHILLIPS LLP

Mark J. Jacobs
Counsel for Defendant Omega Products International, Inc. dba Dragon Skin

Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

10.19. **Advice of Counsel.** The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel prior to its execution. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

IT IS SO AGREED:

Plaintiff Deybin Peralta	Carol Vera Defendant Omega Products International, Inc. dba Dragon Skin By: _____ Its: Sec
BIBIYAN LAW GROUP, P.C.	**FISHER & PHILLIPS LLP**
David D. Bibiyan Bevin Pike Counsel for Plaintiff Deybin Peralta	Mark J. Jacobs Counsel for Defendant Omega Products International, Inc. dba Dragon Skin

EXHIBIT A

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Peralta v. Dragon Skin et al.
Superior Court of the State of California, County of Riverside Case No. CVRI2305640

[AggrievedEmployee]
[Address]
[Address]

You are receiving this notice in connection with a Court-approved settlement (the "Settlement") in the lawsuit entitled *Peralta v. Dragon Skin et al.*, filed in Riverside County Superior Court, Case No. CVRI2305640 *(*the "Action"), brought on a representative basis under the Labor Code Private Attorneys' General Act of 2004 codified at California Labor Code section 2698, et seq. ("PAGA"). The plaintiff in the lawsuit is Deybin Peralta ("Plaintiff"), and the defendant is Omega Products International, Inc. dba Dragon Skin ("Defendant").

The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all Aggrieved Employees, defined as all current and former hourly, non-exempt employees of Defendant in California at any time from August 10, 2022 through January 31, 2026 (the "PAGA Period"). The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the PAGA Members.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action. By settling the lawsuit, Defendant is not admitting that it has done anything wrong.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, during the PAGA Period.

"Released Parties" means (i) Defendant Omega Products International, Inc. dba Dragon Skin; (ii) Omega Products International, Inc's past and present parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, affiliated medical entity, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Omega Products International, Inc.; and (iii) the past and present shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, owners, trustees, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing.

By an Order dated [Approval Date], the Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your settlement check for your share. The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, the settlement check shall be canceled and funds associated with such checks shall be transmitted to the California Controller's Unclaimed Property Fund in your name.

Defendants' records indicate that you worked [Eligible Pay Periods] Pay Periods as a non-exempt, hourly-paid employee in California during the PAGA Period. Based on these records, your estimated payment as a PAGA Member would be [$Estimated Award].

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

Phoenix Class Action Administration Solutions
Telephone:1 (800) 523-5773
Email: info@phoenixclassaction.com

Mailing Address:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863