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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

BELIA RAMIREZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

RUBBERCRAFT CORPORATION OF  
CALIFORNIA, LTD., a California Corporation;  
and DOES 1 through 100,

Defendants.

Case No. 20STCV11935

*[Assigned for all Purposes to the Hon.  
Kenneth R. Freeman, Dept. 14]*

**DECLARATION OF FLETCHER W.  
SCHMIDT IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: May 24, 2022  
Time: 10:00am  
Dept: 14

Action Filed: March 25, 2020  
Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Belia Ramirez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum laude* and was awarded membership in the Order of the Coif. Since graduating from law school, I worked as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was part of the defense team for two class actions, including one wage and hour class action in Los Angeles County Superior Court. From August 2013 to March 2016, I worked as an associate attorney at Boren, Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law Group, APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in California state and federal court. I am currently responsible for managing a caseload of over seventy-five (75) active wage and hour class actions in which I am integrally involved in all aspects of the litigation.

4. The following is a non-exhaustive list of class action settlements in which I have been named as Class Counsel, and which have been granted final approval: *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving

an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw

1 presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v.*  
2 *Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los  
3 Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for  
4 work performed in 2016 and 2017); *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-  
5 CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster  
6 presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018); *Ruvalcaba*  
7 *Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court  
8 of California, County of Orange, Honorable William D. Claster presiding (approving an hourly  
9 rate of \$425 for work performed in 2016, 2017 and 2018); *Armenta, et al., v. California Friends*  
10 *Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of  
11 California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate  
12 of \$425 for work performed in 2016, 2017 and 2018); *Sandra Zinnerman v. Tumbleweed*  
13 *Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los  
14 Angeles, Honorable Maren E. Nelson presiding (approving an hourly rate of \$425 for work  
15 performed in 2016, 2017, and 2018); *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No.  
16 BC693760, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; *William*  
17 *Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County Superior Court,  
18 Honorable Maren E. Nelson, presiding (approving an hourly rate of \$475 for work performed in  
19 2017, 2018 and 2019); *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case  
20 No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding  
21 (approving an hourly rate of \$475 for work performed in 2018 and 2019); *Arturo Delgado v.*  
22 *Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable  
23 Maren E. Nelson, presiding (approving an hourly rate of \$595 for work performed in 2018, 2019  
24 and 2020); *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego  
25 County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$595  
26 for work performed in 2017-2020); *Michael Fishback v. Paragon Framing, Inc.*, Case No.  
27 CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding  
28 (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Francisco Garcia v.*

1 *Searing Industries, Inc.*, Case No. CIVDS1932477, San Bernardino County Superior Court,  
2 Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019  
3 and 2020); *David Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles  
4 County Superior Court, Honorable Daniel J. Buckley, presiding; and *Angel Ochoa v. Fonseca*  
5 *Construction, Inc.*, Case No. CIVDS1928625, San Bernardino County Superior Court, Honorable  
6 David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021);  
7 *William Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los Angeles County  
8 Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate of \$595 for work  
9 performed in 2018 to 2021); and *David Alvarado, et al. v. J.G. Boswell Company*, Case No.  
10 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding  
11 (approving an hourly rate of \$595 for work performed in 2019 to 2021).

12 5. I have also moved to certify and have received an order certifying a class action  
13 and/or conditionally certifying a collective action as Class Counsel in the following cases:  
14 *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,  
15 California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding  
16 (certifying a class of employees who were misclassified as independent contractors); *Javine v.*  
17 *San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District  
18 Court, Central District of California, Honorable Judge Beverly Reid O'Connell presiding  
19 (conditionally certifying an unpaid FLSA overtime wage class); *Prado v. Warehouse Demo*  
20 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of  
21 California, Honorable Judge John F. Walter presiding (certifying a rest period violation class and  
22 conditionally certifying a FLSA unpaid overtime wage class); *Bower v. Cycle Gear, Inc.*, Case  
23 No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable  
24 Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA overtime wage  
25 class); *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States  
26 District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston presiding  
27 (conditionally certifying an unpaid FLSA overtime wage class); *Galvan v. AMVAC Chemical*  
28 *Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of

1 Orange, Honorable Judge William Claster presiding (certifying unpaid overtime wage class and  
2 waiting time penalty class); *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-  
3 00775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Glenda  
4 Sanders presiding (certifying five separate classes for claims for unpaid wages, unreimbursed  
5 expenses, failure to authorize and permit rest periods, and derivative claims); *Ontiveros v. Safelite*  
6 *Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central  
7 District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for  
8 rest period violations, wage statement violations, meal period violations, and overtime and  
9 double-time violations); *Staublein v. Wells Fargo Bank, National Association*, Case No.  
10 CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a  
11 wage statement class); and *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-  
12 2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon,  
13 presiding (certifying classes for rest period violations, meal period violations, on-call pay  
14 violations, wage statement violations, and waiting time violations).

15 6. In 2018-2022, Thomson Reuters and Los Angeles Magazine recognized me as a  
16 Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers.  
17 This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the  
18 age of forty in Southern California each year.

19 7. As counsel for Plaintiff, I have been intimately involved in all aspects of this  
20 litigation from its inception and believe that the proposed Settlement is a fair and reasonable result  
21 for the Class Members.

22 8. Defendant operates a manufacturing business that designs and manufactures  
23 custom elastic parts, components, and systems for the aerospace industry. Plaintiff worked for  
24 Defendant as a non-exempt “Lay-Up Technician” from approximately May 2019 until  
25 approximately January 2021 when Plaintiff was apparently terminated. Like all Settlement Class  
26 Members, Plaintiff was subject to Defendant’s wage and hour policies and practices.

27 9. On March 25, 2020, Plaintiff filed the initial Complaint in this action, alleging  
28 Defendant failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii)

1 provide all meal periods; (iv) authorize and permit all rest periods; (v) issue accurate and itemized  
2 wage statements; and (vi) comply with California’s Unfair Competition laws. On June 15, 2020,  
3 after exhausting her administrative requirements, Plaintiff filed her First Amended Complaint  
4 (“FAC”), adding a cause of action for civil penalties under PAGA, premised on the underlying  
5 Labor Code violations.

6 10. On November 15, 2021, the Court issued an Order granting Plaintiff leave to file  
7 the operative Second Amended Complaint (“SAC”) to include a cause of action for Defendant’s  
8 failure to pay all final wages owed upon employees’ separation from employment. Accordingly,  
9 on December 2, 2021, Plaintiff filed the operative SAC, alleging Defendant: (i) failed to pay all  
10 minimum wages owed; (ii) failed to pay all overtime wages owed; (iii) failed to provide all meal  
11 periods; (iv) failed to authorize and permit all rest periods; (v) failed to issue accurate and itemized  
12 wage statements; (vi) failed to comply with California’s Unfair Competition laws; (vii) is liable  
13 for civil penalties under PAGA; and (viii) failed to pay all final wages upon separation.

14 11. In connection with mediation, Defendant produced timekeeping and payroll  
15 records for approximately 15% of the putative class members, as well as additional key data points  
16 and all relevant written policy documents in effect during the relevant time period. Plaintiff  
17 retained an expert with a Ph.D. in economics to analyze the produced data and create a class-wide  
18 exposure model for all claims at issue.

19 12. On January 28, 2021, the Parties attended mediation with Marc Feder, Esq., an  
20 experienced and well-respected wage and hour class action mediator. During mediation, the  
21 Parties exchanged divergent views on Defendant’s liability and exposure valuations, debated their  
22 legal positions, and shared their arguments regarding the likelihood of certification of Plaintiff’s  
23 claims. As a result of a mediator’s proposal from Mr. Feder, the Parties were able to reach a  
24 classwide agreement. During the months that followed, the Parties negotiated and formalized the  
25 remaining terms of the Settlement and executed the Settlement Agreement now before the Court  
26 for preliminary approval.

27 13. Attached hereto as **Exhibit A** is a true and correct copy of the Parties’ Stipulation  
28 of Settlement. Attached hereto as **Exhibit B** are true and correct copies of the Notice of Class

1 Action Settlement (“Class Notice”) and Notice of Settlement Award (collectively, “Notice  
2 Packet”).

3 14. Plaintiff alleges that throughout the Class Period, Defendant implemented unfair  
4 rounding policies and practices that consistently favored Defendant, resulting in underpaid wages.  
5 Specifically, Plaintiff alleges that Defendant required its employees to be at their assigned  
6 workstation when the annunciator bell announced the start of their shift. In order to comply with  
7 this policy, Plaintiff and other non-exempt employees regularly clocked in several minutes prior  
8 to the start of their shift to, among other things, don their work boots and walk the two plus  
9 minutes from the time-clock to their work stations. However, due to Defendant’s written rounding  
10 policy and practice, which only rounded employee time punches at the beginning of their shift  
11 (i.e., when employee’s hours are most likely to be rounded against them), Plaintiff and other non-  
12 exempt employees were not paid for these hours worked.

13 15. Defendant contends it utilizes a neutral timekeeping system that, on balance,  
14 results in employees being paid for all hours actually worked. Defendant maintains its rounding  
15 practice is even-handed and results in employees being paid for all hours worked and that just  
16 because an employee is clocked in does not mean the employee is performing work. Defendant  
17 further asserts the amount of unpaid time per shift is *de minimis* and thus non-compensable.  
18 Defendant also contends this claim was not certifiable, since its rounding policy is facially neutral  
19 and some employees were overpaid due to rounding, and individualized inquiries would be  
20 necessary as to whether employees were in fact underpaid or overpaid for each workday in  
21 question (including whether they were actually working when they were clocked in), resulting in  
22 an unmanageable series of mini-trials.

23 16. Plaintiff also alleges that Defendant failed to provide Plaintiff and other non-  
24 exempt employees with timely first meal periods of at least 30 minutes. Plaintiff also alleges she  
25 and other non-exempt employees were not provided second meal periods on shifts over 10.0  
26 hours.

27 17. Defendant argues it has always maintained legally-compliant meal period policies  
28 and that under Brinker it is only required to “provide” the opportunity to take meal periods, not

1 “ensure” meal periods are taken. Defendant also further argues that employees begin and end  
2 work when an annunciator bells rings to signal to the employees when they need to start and stop  
3 working, therefore no employee begins working until the end of the scheduled 30-minute meal  
4 period. Defendant further argues that non-exempt employees voluntarily signed a second meal  
5 period waiver, as they are entitled to do under Labor Code § 512. Lastly, Defendant argues this  
6 claim would not be suited for class certification because individualized inquiries would be needed  
7 to determine whether individual employees did not take a compliant meal period on each  
8 individual shift, why they did not take a compliant meal period, and (for second meals) whether  
9 they waived the meal period.

10 18. Plaintiff further alleges that Defendant maintained a facially unlawful rest period  
11 policy that failed to authorize and permit Plaintiff and other non-exempt employees to take all  
12 duty-free 10-minute rest periods for every four hours worked, or major fraction thereof.  
13 Specifically, Defendant’s employee handbook states, “[a]ll hourly (non-exempt) employees are  
14 authorized and permitted to take a paid rest break for every 4 hours worked” and includes an  
15 annunciator bell schedule that fails to reference and/or schedule third rest periods. Consistent with  
16 this policy, Plaintiff alleges Defendant failed to authorize and permit a third rest period when  
17 employees worked shifts in excess of 10 hours but less than 12 hours.

18 19. Defendant asserts it has always authorized and permitted all required rest periods.  
19 As with meal periods, Defendant argues, it need not ensure rest periods are taken but need only  
20 “authorize and permit” them, and it has always done so. Defendant also argues this claim is not  
21 amenable to class treatment, as individualized inquiries would be required to determine whether  
22 each employee cut short their rest periods on each individual shift, and why they did so. These  
23 issues are especially present for rest periods, Defendant argues, as rest periods are not recorded.

24 20. Plaintiff also alleges that Defendant miscalculated the regular rate of pay by failing  
25 to including non-discretionary quarterly bonuses in the regular rate of pay when calculating  
26 overtime wages. Specifically, Plaintiff alleges that Defendant implemented a Quarterly Bonus  
27 Program whereby its employees earn bonuses based on the overall profitability of the business,  
28 but failed to include the value of these bonuses when calculating employees’ respective regular

1 rates of pay, thereby causing Plaintiff and other non-exempt employees to be underpaid for all  
2 required overtime wages.

3 21. In response, Defendant asserts that all bonuses paid were wholly discretionary and  
4 the company maintained ultimate authority over whether or not to pay a bonus at all in a given  
5 quarter, meaning the bonuses could properly be excluded from the regular rate.

6 22. Plaintiff further alleges that Defendant required its employees to work seven  
7 consecutive days in a workweek but failed to pay it employees at a rate of one and one-half times  
8 their regular rate of pay for the first 8.0 hours worked on the seventh day, or at a rate of double  
9 their regular rate of pay for all hours worked thereafter on the seventh day, in violation of  
10 California law. Instead, Plaintiff alleges that Defendant treats seventh day overtime in the same  
11 manner as it treats overtime earned in the first six days of the workweek and will only pay  
12 overtime wages prior to the eighth hour worked on the seventh day of the workweek once the  
13 employee surpasses 40.0 hours worked for the workweek as a whole.

14 23. In response, Defendant argues that it was exceedingly rare for an employee to work  
15 seven consecutive days within the same workweek, and that even if Plaintiff was correct, this  
16 claim would likely not meet the numerosity requirement for class certification.

17 24. As a result of Defendant's failures to pay all minimum wages, overtime wages,  
18 and meal period and rest period premiums, Plaintiff asserts that Defendant also failed to issue  
19 accurate and itemized wage statements and failed to timely pay all final wages at the time of  
20 separation in violation of Labor Code §§ 203 and 226, respectively. Finally, Plaintiff seeks PAGA  
21 civil penalties based on the above claims.

22 25. In response, Defendant argues that Plaintiff's underlying claims will fail and, as a  
23 result, the wholly derivative wage statement, waiting time, and PAGA claims will also fail..  
24 Defendant also maintains that Plaintiff cannot show that the wage statement violations were  
25 "knowing and intentional," or that the putative class members "suffer[ed] injury" as a result of  
26 the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement  
27 penalties. Further, Defendant argues that the wage statements always accurately reflected hours  
28 worked and amounts actually paid to employees, and thus Defendant could not be found liable

1 for wage statement penalties. Moreover, Defendant maintains that its good faith defenses to  
2 Plaintiff's underlying claims would preclude the recovery of waiting time penalties, which are  
3 only available for the "willful" failure to pay wages, and that this Court would exercise its  
4 discretion to substantially reduce any PAGA penalties awarded. Defendant maintains that not all  
5 former employees (if any) experienced an underpayment of wages, thus Plaintiff's exposure  
6 analysis is overstated. Defendant contends that any alleged failure to pay rest period premiums  
7 cannot support a derivative claim for wage statement or waiting time penalties.

8         26. If the Court preliminarily approves this settlement, Defendant will pay a Gross  
9 Settlement Amount ("GSA") of \$600,000. Class Members can be easily identified using  
10 Defendant's employment and payroll records. Defendant represents that the Settlement Class  
11 consists of approximately 359 individuals, rendering it impracticable to bring all class members  
12 before the Court. Based on the estimated Net Settlement Amount, average Individual Settlement  
13 Shares are projected to be approximately \$922.42

14         27. At the time of seeking final settlement approval, Plaintiff will apply for an  
15 enhancement payment in the amount of \$5,000.00 for her services to the Settlement Class and her  
16 general release of all claims. Plaintiff's requested enhancement payment is intended to recognize  
17 the significant time and effort that she expended on behalf of the Settlement Class, including  
18 searching through voluminous employment records and providing all potentially relevant  
19 documents to her attorneys, assisting her attorneys in identifying other employees of Defendant  
20 who could serve as witnesses, discussing the case and proposed settlement with her attorneys on  
21 multiple occasions, the significant risks Plaintiff undertook by serving as the named plaintiff, and  
22 the fact that she agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

23         28. My firm will also apply for an attorneys' fee award of up to one third of the GSA  
24 (currently estimated at \$200,000.00), and up to \$25,000 in reimbursement for actual litigation  
25 costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky,  
26 expensive, and time-consuming litigation on a purely contingent fee basis. My firm has incurred  
27 substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims,  
28 conducting legal research and analysis, drafting and propounding multiple sets of formal written

1 discovery, reviewing class documents and data produced by Defendant, retaining an expert with  
2 a Ph.D. in economics and extensively reviewing and evaluating the produced timekeeping and  
3 payroll records to build a comprehensive damages model, preparing for and attending mediation,  
4 negotiating and drafting the long-form Settlement Agreement, and Notice Packet documents,  
5 preparing this motion for preliminary approval, and otherwise litigating the case. My firm will  
6 also expend future attorney time attending the hearing on this Motion, overseeing the Notice  
7 process, drafting the Final Approval Motion and supporting documents, attending the Final  
8 Approval hearing, and completing other tasks, such as fielding questions from Settlement Class  
9 Members.

10 29. Class Counsel carefully vetted the claims at issue, reviewed a representative  
11 sampling of Settlement Class Member data and all relevant policy documents, and created a  
12 comprehensive damages model for Defendant's liability. Although Plaintiff steadfastly maintains  
13 that her claims are meritorious, Plaintiff acknowledges that there were substantial risks and  
14 uncertainty in proceeding with class certification and trial. Absent settlement, the Parties will be  
15 required to expend substantial time and resources conducting extensive formal written and  
16 deposition discovery. Moreover, Plaintiff has not yet filed for class certification, and thus, absent  
17 settlement, the Parties would face the prospect of appeals in the wake of a disputed class  
18 certification ruling and/or an adverse summary judgment ruling. Even if Plaintiff succeeded in  
19 certifying one or more classes, the Parties would incur considerably more attorneys' fees and  
20 costs through a possible decertification motion, trial, and possible appeal.

21 30. At the time of the proposed Settlement, Plaintiff had not filed her motion for class  
22 certification. Had the Court certified any claims, Plaintiff anticipated that Defendant would seek  
23 decertification. There was also a risk that Defendant would engage in a *Pick-up-Stix* campaign to  
24 significantly reduce the size of the putative class for a fraction of what class members are  
25 receiving through this Settlement. Therefore, absent the Settlement, there was a serious risk that  
26 Plaintiff would be unable to move forward on a class-wide basis, or that a significantly smaller  
27 class would exist than that which is currently before this Court for approval.  
28

1           31. As explained above, Plaintiff alleges that Defendant rounded employee  
2 timekeeping entries to quarter-hour increments in a manner that consistently favored Defendant  
3 and that, as a result, employees' wages were underpaid. Based on Plaintiff's expert's analysis of  
4 Defendant's timekeeping records, Plaintiff estimates that Settlement Class members were  
5 underpaid by approximately 8,292 hours during the Class Period as a result of its rounding  
6 practice, when comparing on-the-clock time to paid time. The average overtime wage in  
7 California during the Class Period was approximately \$29.49. Thus, Plaintiff estimates  
8 Defendant's maximum exposure for this claim as: 8,292 unpaid hours x \$29.49 average overtime  
9 rate = \$244,531. But as noted above, Defendant maintains its rounding practice is even-handed  
10 and results in employees being paid for all hours worked, that just because an employee is clocked  
11 in does not mean that employee is performing work, that the amount of unpaid time per shift is  
12 *de minimis* and thus non-compensable, and that this claim would not be certified, since  
13 individualized inquiries would be necessary as to whether employees were in fact underpaid or  
14 overpaid for each workday in question (including whether they were actually working when they  
15 were clocked in), resulting in an unmanageable series of mini-trials. In light of these defenses,  
16 Plaintiff discounted the maximum exposure by 50% to account for the risk of non-certification,  
17 and an additional 50% for risk of losing on the merits, to arrive at an estimated exposure of  
approximately \$61,133.00.

18           32. Plaintiff alleges that Defendant routinely provided late and/or short meal periods  
19 to its non-exempt employees. Plaintiff further alleges that Defendant failed to provide second  
20 meal periods on shifts over 10.0 hours. Based on Plaintiff's expert's review and extrapolation of  
21 employee timekeeping data, Plaintiff calculated approximately 102,037 shifts that reflected at  
22 least one potential meal period violation (late, short, or missed meal period(s)). Further, the data  
23 produced by Defendant reflected an average hourly rate of approximately \$19.66 for Settlement  
24 Class members during the Class Period. Defendant, however, paid 431 meal period premiums  
25 for either late or missed meal periods. Plaintiff therefore estimated a maximum total exposure for  
26 this claim as: (102,037 shifts – 431 premiums) \* \$19.66 regular hourly rate of pay = \$1,997,574.  
27 As aforementioned, Defendant presented several defenses to this claim, including that it has  
28

1 always “provided” lawful meal periods and that under *Brinker* it need not “ensure” meal periods  
2 are taken, that any missed, short, or late meal periods reflected in the time records are the result  
3 of employee choice rather than Defendant’s policy or practice, that employees voluntarily choose  
4 to waive their second meal periods, and that this claim is not amenable to class certification, given  
5 the individual inquiries needed to assess *why* an employee did not take a compliant meal period,  
6 and (for second meal periods) whether the second meal period was waived. Based on these  
7 defenses, Plaintiff discounted the maximal amount by 60% for risk of non-certification, and by  
8 an additional 55% for risk of losing on the merits or failure to recover the full amount sought, to  
9 arrive at a realistic exposure of \$359,563.00.

10 33. As discussed above, Plaintiff alleges that Defendant failed to authorize and permit  
11 its non-exempt employees to take a third rest period for shifts in excess of 10 hours but less than  
12 12 hours. Based on Plaintiff’s expert’s review and extrapolation of the timekeeping data, there  
13 were approximately 60,763 shifts of over 10 hours but less than 12 hours during the Class Period.  
14 Thus, Plaintiff calculated Defendant’s maximum exposure for the third rest period claim as:  
15 60,763 shifts \* \$19.66 regular hourly rate of pay = \$1,194,601.00. But as noted above,  
16 Defendant argues it has always authorized and permitted rest periods in accordance with  
17 California law, including third rest periods on shifts over 10 hours, that any failure to take a third  
18 rest period is a result of employee choice, and that this claim is not amenable to class certification  
19 given the individual inquiries required to determine whether and why each employee missed a  
20 third rest period on each of 60,763 shifts, particularly given that rest periods need not be recorded.  
21 Plaintiff therefore discounted the potential maximum by 85% for risk of non-certification, and an  
22 additional 55% for risk of losing on merits or failing to recover the full amount sought, to arrive  
23 at a realistic exposure of \$80,636.00.

24 34. As discussed above, Plaintiff alleges that Defendant miscalculated the regular rate  
25 of pay by failing to including non-discretionary quarterly bonuses in the regular rate of pay when  
26 calculating overtime wages. Based on Plaintiff’s expert’s review and extrapolation of the  
27 timekeeping data, Defendant failed to pay approximately \$101,931.00 in overtime wages, with  
28 each class member being underpaid \$283.93. But as noted above, Defendant maintains that its

bonuses were always discretionary and therefore could properly be excluded from the regular rate. Plaintiff therefore discounted the potential maximum by 10% for risk of non-certification, and an additional 25% for risk of losing on merits or failing to recover the full amount sought, to arrive at a realistic exposure of \$68,803.00.

35. As discussed above, Plaintiff alleges that Defendant failed to pay its employees at a rate of one and one-half times their regular rate of pay for the first 8.0 hours worked on the seventh day, or at a rate of double their regular rate of pay for all hours worked thereafter on the seventh day, in violation of California law. Based on Plaintiff's expert's review and extrapolation of the timekeeping data, Defendant failed to pay approximately \$14,547.00 in overtime wages. But as noted above, Defendant argues that this occurrence was so exceedingly rare, that it would be denied class treatment for lack of numerosity. Plaintiff therefore discounted the potential maximum by 15% for risk of non-certification, to arrive at a realistic exposure of \$12,365.00.

36. Plaintiff's expert's analysis reflected that there were approximately 9,194 bi-weekly pay periods within the one-year liability window under Labor Code § 226. In calculating Defendant's exposure, Plaintiff calculated Defendant's maximum possible wage statement exposure as approximately \$907,850.00 ((231 initial violations \* \$50 per pay period) + (8,963 subsequent pay periods \* \$100 per pay period)). However, given Defendant's arguments that no violations occurred, that class members suffered no "injury," that any alleged violations were not "knowing and intentional," that a meal or rest period claim cannot support wage statement penalties, and that Plaintiff would not be able to show a penalty in every pay period, as well as the risks associated with Plaintiff's underlying claims, Plaintiff discounted the maximum exposure by 40% for risk of non-certification, and by an additional 75% for risk of being unsuccessful on the merits or failure to prove the violations were knowing and intentional and/or caused injury, for an estimated realistic exposure of \$136,178.00.

37. Based on data provided by Defendant, there are approximately 102 Settlement Class members who have separated their employment with Defendant since March 25, 2016. Using an estimated average waiting time penalty of \$4,718.00 (\$19.66 \* 8 hours \* 30 days), Plaintiff estimated Defendant's maximum potential waiting time penalty exposure as \$481,236.00

(102 \* \$4,718.00). As noted above, however, Defendant asserts it has strong, good-faith defenses to Plaintiff's underlying claims, and thus, even if Plaintiff were able to recover on her underlying claims, she would not be able to recover derivative waiting time penalties. Defendant further contends Plaintiff's meal and rest period claims cannot support a claim for waiting time penalties, as multiple courts have held. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Defendant's defenses, both as to class certification and the merits, to her underlying claims. Defendant argues, not every former employee suffered every single alleged wrong, and therefore if Plaintiff only certified or prevailed on some but not all of her claims, the size of any potential waiting time claim would be reduced. Based on these defenses, Plaintiff discounted Defendant's maximum exposure by 40% for risk of non-certification and by an additional 75% for risk of being unsuccessful on the merits or failure to establish willfulness, to arrive at an estimated realistic exposure of \$72,185.00.

38. Plaintiff estimated a maximum PAGA exposure of \$919,400.00, based on 9,194 pay periods during the PAGA Period at the \$100 "initial" violation rate under Labor Code § 2699(f). However, these penalties derive from Plaintiff's underlying claims, each of which Defendant vigorously disputes. Defendant further argues Plaintiff would not be able to show a violation in *every* pay period, and thus her damages estimate is inflated. The PAGA also grants courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and Defendant argues the Court would reduce penalties significantly given its good-faith defenses. Thus, Plaintiff discounted the maximum figure by 90% for risk of the Court reducing penalties, to arrive at an estimated exposure of \$91,940.00.

39. Using these estimated figures, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately \$882,803.00. The proposed settlement of \$600,000 therefore represents over 67.97% of Plaintiff's reasonably forecasted classwide recovery.

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1           40.     Concurrently with the filing of this motion, Plaintiff provided notice of the  
2 proposed Settlement, as well as copies of the Motion for Preliminary Approval and all papers  
3 filed in support hereof, to the LWDA. Attached hereto as **Exhibit C** are true and correct copies  
4 of Plaintiff's Settlement submission and the LWDA's confirmation of receipt.

5           I declare under penalty of perjury under the laws of California and the United States that  
6 the foregoing is true and correct. Executed on April 26, 2022, at El Segundo, California.

7   
8 \_\_\_\_\_  
Fletcher W. Schmidt

# **EXHIBIT A**

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Belia Ramirez ("Plaintiff" or "Class Representative"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Rubbercraft Corporation of California, LTD ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Boris Sorsher and Rebecca S. King of Fisher & Phillips LLP.

On March 25, 2020, Plaintiff filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Belia Ramirez v. Rubbercraft Corporation of California, LTD*. Case No. 20STCV11935. On June 4, 2020, Plaintiff filed the operative First Amended Complaint (the "Action"). The Action alleges that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all meal periods; (iv) failed to authorize and permit all rest periods; (v) failed to issue accurate, itemized wage statements; (vi) engaged in unfair unlawful business practices; and (vii) is liable for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) ("PAGA").

On January 28, 2021, the Parties attended private mediation with Marc Feder, Esq. and reached a classwide resolution of all claims at issue in the Action. As a material term of the Parties' settlement, Plaintiff agrees to file a Second Amended Complaint ("SAC") which will add factual allegations and a classwide cause of action for waiting time penalties (Labor Code §§ 201-203).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who performed work for Defendant in the State of California during the time period of March 25, 2016 through April 1, 2021 (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors including but not limited to Sanders Industries Holdings, Inc. dba Integrated Polymer Solutions, Integrated Polymer Group, SI Holdings, Inc., SI Intermediate Holding, Inc., Sanders Composites, Inc., MAST Technologies LLC, International

Rubber Products, Inc. (NV), Arcline Engineered Polymer Holdco LLC, Arcline Engineered Polymer Midco LLC, Arcline Engineered Polymer Topco L.P, Swift Textile Metalizing LLC, Seal Science, Inc., Arcline Engineered Polymer Holdco LLC, Arcline Engineered Polymer Midco LLC, Arcline Engineered Polymer Topco L.P, Swift Textile Metalizing LLC, Seal Science, Inc.,; Arcline Engineered Polymer Topco GP LLC; Swiftex, LLC; SHS 16, LLC; Advanced Defense Solutions Technologies, LLC; Viking Rubber Products, Inc. dba IRP Medical; Wagner Rubber Products, Inc. dba Abba Roller; Mikron Rubber Products Corp. dba MikronPMP Aerospace; Precision Molded Products; S.P.A.R.E.S.; Mikron PMP, LLC dba MikronPMP Aerospace; KDL Precision Molding, Inc.; Northern Engineering UK Limited; Northern Engineering (Sheffield) Limited; Crosslink Technology Holdings Limited; Icon Aerospace Technology Limited; Arcline Capital Partners L.P.; Arcline Capital Partners A L.P. Arcline Capital Partners Associates LP and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof, (collectively, the "Released Parties"), as follows:

- A. Release by Settlement Class Members. All Settlement Class members will release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, and liabilities, including costs, expenses, penalties, and attorneys' fees, in law or equity, that Plaintiff and/or any member of the Settlement Class, had, now has, or hereafter can have which are based on the factual allegations asserted in the Action or any claims that could have been asserted in the Action based on the facts alleged in the Second Amended Complaint, including but not limited to any common law, California wage order, and statutory claims for meal and rest breaks, unpaid wages, including minimum wages, regular wages, overtime and double time wages, wage statement violations, separation pay violations, and unfair business practices. ("Released Claims"). Specifically excluded from the Released Claims are the PAGA Claims addressed separately in Paragraph 2.B. below. This release shall run from March 25, 2016 through April 1, 2021. The effective date of the Released Claims shall be the date on which Defendant fully funds the Gross Settlement Amount.
- B. Released PAGA Claims. Plaintiff and all Settlement Class members, regardless of whether they opt-out, will release Released Parties from any and all claims under the PAGA premised on the facts and/or allegations alleged in Plaintiff's PAGA letter dated March 30, 2020 and amended PAGA letter dated November 19, 2021 that arose during the time period of March 30, 2019 through April 1, 2021 (the "PAGA Release Claims"). It is understood and acknowledged that all Settlement Class members receiving a share of the PAGA Amount as set forth in Paragraph 4.C. will be issued a check for their share of the PAGA Amount and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon Plaintiff and all Settlement Class members upon Court approval and payment of the PAGA Amount as set forth in Paragraph 4.C. Further, Settlement Class members are bound by the PAGA Release regardless of whether they cash their PAGA check.

- C. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement will become final and effective only upon the occurrence of all of the following events: (a) the Court enters an order granting preliminary approval of the Settlement; (b) the Court enters an order granting final approval of the Settlement; and (c) any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Amount" of Six Hundred Thousand and Zero Cents (\$600,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. Defendant will fund the Gross Settlement Amount within thirty (30) calendar days after receipt of the Court's order granting final approval of the Settlement, which the Settlement Administrator shall hold in an established Qualified Settlement Fund ("QSF").
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
  - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eight Thousand Eight Hundred Fifty Dollars (\$8,850.00);
  - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class.

In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;

- (4) Up to one-third (33.33%) of the Gross Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$200,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
- (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be payable to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to the Settlement Class members as the "PAGA Amount," as described below.

- D. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. **Escalator Clause.** Defendant represents that the Class Period includes approximately 40,335 workweeks. If, as of the close of the Class Period, the number of workweeks has increased by 10% or more (i.e., if there are 44,369 or more workweeks), then Defendant agrees to increase the Gross Settlement Amount for the workweeks in excess of 10% (i.e., if the actual number of workweeks is 20% greater than 40,335, Defendant would agree to increase the Gross Settlement Amount by 10%).
- F. **Employer Payroll Taxes.** The Gross Settlement Amount does not include Employer Payroll Taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount

of PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA”.

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
- i. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount plus the \$10,000.00 payable to the Settlement Class members as the PAGA Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time between March 25, 2019 and April 1, 2021, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
  - ii. Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant on or after March 25, 2017.
  - iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$10,000) has been set aside as the “PAGA Amount”, as mentioned above. The PAGA Amount shall be paid to all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time during March 30, 2019 to April 1, 2021 (the “PAGA Period”), based on their proportional number of pay periods worked for Defendant in California during the PAGA Period. Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during the PAGA Period, and the denominator of which is the total pay periods worked by all Settlement Class members during the PAGA Period.
- D. Within ten (10) business days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each participating Settlement Class member’s Settlement Award, and will prepare and mail Settlement Awards to the participating Settlement Class members, less applicable taxes and withholdings.

- E. Each Individual Settlement Payment shall be allocated as fifteen percent (15%) wages and eighty-five percent (85%) penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). The Settlement Administrator shall be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Settlement Award.
- F. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be made payable to Baby2Baby, which is a 501(c)(3) organization dedicated to promoting the well-being of children. The Parties agree to avoid any potential interest obligation under California Civil Procedure sections 382-384, *et seq.*
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$200,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fee award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$8,850,000 for the administration services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the various payments from Defendant comprising the Gross Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross

Settlement Amount only after Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Belia Ramirez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after Defendant's receipt of notice of the entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, and workweek data for the Settlement Administrator to use to determine the number of workweeks worked by each Settlement Class member during the Class Period.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator

shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Award. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who timely requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall

file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

- F. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff and her counsel agree that they have not and will not publish the Agreement. Plaintiff's counsel shall not report the Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class or the Agreement on their website, and shall not contact any reporters or media regarding the Agreement. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and submission to the California Labor and Workforce Development Agency ("LWDA"), and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court and the LWDA in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding anything herein to the contrary, this Confidentiality provision is not intended to prohibit Plaintiff's Counsel from discussing the terms of the Settlement with the Settlement Class members and/or otherwise answering their questions regarding the Settlement.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC  
2155 Campus Drive, Ste 180, El Segundo, CA 90245  
fschmidt@haineslawgroup.com

if to Defendant: Boris Sorsher of Fisher & Phillips LLP  
2050 Main Street, Suite 1000, Irvine, CA 92614  
bsorsher@fisherphillips.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

DATED: 11/19/2021

DEFENDANT RUBBERCRAFT CORPORATION  
OF CALIFORNIA, LTD.

By:   
Name: RICHARD MIBAK  
Title: INTERIM CEO

DATED:

PLAINTIFF BELIA RAMIREZ

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: 3/11/22

FISHER & PHILLIPS LLP

By:   
Boris Sorsher  
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Fletcher W. Schmidt  
Attorneys for Plaintiff

DATED: 11/19/2021

DEFENDANT RUBBERCRAFT CORPORATION  
OF CALIFORNIA, LTD.

By:   
Name: RICHARD MIBAK  
Title: INTERIM CEO

DATED: Nov 19, 2021

PLAINTIFF BELIA RAMIREZ

By:   
Belia ramirez (Nov 19, 2021 16:25 PST)  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED:

FISHER & PHILLIPS LLP

By: \_\_\_\_\_  
Boris Sorsher  
Attorneys for Defendant

DATED: November 19, 2021

HAINES LAW GROUP, APC

By:   
Fletcher W. Schmidt  
Attorneys for Plaintiff

# **EXHIBIT B**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BELIA RAMIREZ, as an individual and on behalf of  
all others similarly situated,

Plaintiff,

vs.

RUBBERCRAFT CORPORATION OF  
CALIFORNIA, LTD., a California Limited Liability  
Company; and DOES 1 through 100,

Defendants.

Case No. 20STCV11935

**NOTICE OF CLASS ACTION SETTLEMENT**

To: All current and former non-exempt employees who performed work for Defendant Rubbercraft Corporation of California, LTD. ("Rubbercraft") in the State of California during the time period of March 25, 2016 through April 1, 2021.

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Belia Ramirez v. Rubbercraft Corporation of California, Ltd.*, Los Angeles County Superior Court, Case No. 20STCV11935 (the "Lawsuit"). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Rubbercraft's records show that you were employed by Rubbercraft as a non-exempt employee in California between March 25, 2016 and April 1, 2021 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Belia Ramirez ("Plaintiff") brought this lawsuit against Rubbercraft, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Rubbercraft: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to maintain accurate records and issue accurate, itemized wage statements; (6) failed to timely pay all final wages at separation; (7) engaged in unfair unlawful business practices; and (8) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Rubbercraft denies that it has done anything wrong. Rubbercraft denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Rubbercraft, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in Rubbercraft's best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Rubbercraft provided relevant information to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Rubbercraft, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

**If you are still employed by Rubbercraft, your decision about whether to participate in the Settlement will not affect your employment. California law and Rubbercraft's policy strictly prohibit unlawful retaliation.** Rubbercraft will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

| Attorneys for Plaintiff / Settlement Class Members:                                                                                                                                                                                                                                                                                                                    | Attorneys for Rubbercraft:                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HAINES LAW GROUP, APC</b><br>Paul K. Haines (SBN 248226)<br>phaines@haineslawgroup.com<br>Fletcher W. Schmidt (SBN 286462)<br>fschmidt@haineslawgroup.com<br>Alexandra R. McIntosh (SBN 320904)<br>amcintosh@haineslawgroup.com<br>2155 Campus Drive, Suite 180<br>El Segundo, California 90245<br>Tel: (424) 292-2350<br>Fax: (424) 292-2355<br>haineslawgroup.com | <b>FISHER &amp; PHILLIPS LLP</b><br>Boris Sorsher (SBN 251718)<br>bsorsher@fisherphillips.com<br>Rebecca King (SBN 305902)<br>ring@fisherphillips.com<br>2050 Main Street, Suite 1000<br>Irvine, CA 92614<br>Tel: 949.851.2424<br>Fax: 949.851.0152 |

#### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for Rubbercraft in California during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Rubbercraft, as described below in the “Release” section.

Rubbercraft agreed to pay \$600,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,850.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of

up to one-third of the Maximum Settlement Fund (which is currently estimated to be \$200,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for her service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$40,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$30,000.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$10,000.00) will be payable to the Settlement Class in addition to Net Settlement Amount.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) Wage Statement: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Rubbercraft at any time between March 25, 2019 to April 1, 2021 shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- (ii) Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class Member who separated their employment from Rubbercraft at any time between March 25, 2017 and April 1, 2021.
- (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

Payment from PAGA Amount: In addition to the Net Settlement Amount, \$10,000.00 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members who worked for Rubbercraft in California at any time from March 30, 2019 to April 1, 2021 (the "PAGA Period"), in proportion to the number of pay periods that each Settlement Class member worked for Rubbercraft in California during that time period.

Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives a Settlement Award must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to Baby2Baby, a 501(c)(3) charitable organization dedicated to promoting the well-being of children.

Allocation and Taxes. For tax purposes, each Settlement Award will be allocated as 85% penalties and interest issued pursuant to an IRS Form 1099; and 15% as wages issued pursuant to an IRS Form W-2. Settlement Class Members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Rubbercraft and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

**Release.** If the Court approves the Settlement, each Settlement Class Member who does not opt-out will release and discharge Defendant and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors including but not limited to Sanders Industries Holdings, Inc. dba Integrated Polymer Solutions, Integrated Polymer Group, SI Holdings, Inc., SI Intermediate Holding, Inc., Sanders Composites, Inc., MAST Technologies LLC, International Rubber Products, Inc. (NV), Arcline Engineered Polymer Holdco LLC, Arcline Engineered Polymer Midco LLC, Arcline Engineered Polymer Topco L.P, Swift Textile Metalizing LLC, Seal Science, Inc., Arcline Engineered Polymer Holdco LLC, Arcline Engineered Polymer Midco LLC, Arcline Engineered Polymer Topco L.P, Swift Textile Metalizing LLC, Seal Science, Inc.,; Arcline Engineered Polymer Topco GP LLC; Swiftex, LLC; SHS 16, LLC; Advanced Defense Solutions Technologies, LLC; Viking Rubber Products, Inc. dba IRP Medical; Wagner Rubber Products, Inc. dba Abba Roller; Mikron Rubber Products Corp. dba MikronPMP Aerospace; Precision Molded Products; S.P.A.R.E.S.; Mikron PMP, LLC dba MikronPMP Aerospace; KDL Precision Molding, Inc.; Northern Engineering UK Limited; Northern Engineering (Sheffield) Limited; Crosslink Technology Holdings Limited; Icon Aerospace Technology Limited; Arcline Capital Partners L.P.; Arcline Capital Partners A L.P. Arcline Capital Partners Associates LP and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof, (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, and liabilities, including costs, expenses, penalties, and attorneys’ fees, in law or equity, that Plaintiff and/or any member of the Settlement Class, had, now has, or hereafter can have which are based on the factual allegations asserted in the Action or any claims that could have been asserted in the Action based on the facts alleged in the Second Amended Complaint, including but not limited to any common law, California wage order, and statutory claims for meal and rest breaks, unpaid wages, including minimum wages, regular wages, overtime and double time wages, wage statement violations, separation pay violations, unfair business practices (“Released Claims”). In addition, all Settlement Class members (whether or not they opt out) who worked for Rubbercraft in California at any point during the PAGA Period will release Released Parties from any and all claims under the PAGA premised on the facts and/or allegations alleged in Plaintiff’s PAGA letter dated March 30, 2020 that arose during the time period of March 30, 2019 through April 1, 2021 (the “PAGA Released Claims”).

**Conditions of Settlement.** The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

**Do Nothing.** If you do nothing, you will be entitled to your Settlement Award which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

**Dispute Information in Notice of Settlement Award.** Your award is based on the proportionate number of workweeks that you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Rubbercraft’s records regarding this information, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

**Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Class Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than

<<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the Class Settlement. However, to the extent you are eligible to receive a portion of the PAGA Amount, you will still receive that amount whether or not you submit a Request for Exclusion. This is because, if the Court approves the PAGA Settlement, there is no right to be excluded from the PAGA Release that is part of this Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Class Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. All objections or other correspondence must state the name and number of the case, which is *Belia Ramirez v. Rubbercraft Corporation of California, Ltd.*, Los Angeles County Superior Court, Case No. 20STCV11935.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-14 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California, 90012. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-14 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California, 90012. If the location, date, and/or time of the Final Approval Hearing is moved, notice will be posted at <<ADMINISTRATOR TO INSERT URL>>. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

#### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, California 90012, during regular business hours. You may also contact Class Counsel using the contact information listed above for more information or you may contact the administrator at <<PHONE NUMBER>>.

In light of the COVID-19 pandemic, the Los Angeles County Superior Court has implemented certain protocols that may impact your ability to review the Court's files in person. As of the date of this mailing, you will be required to make an appointment with the Clerk's Office prior to accessing the Court's files. Current information regarding how to make an appointment with the Clerk's Office, as well as additional rules, regulations, and safety protocols, can be viewed on the Court's website, at [www.lacourt.org](http://www.lacourt.org).

You may also view the Settlement Agreement and Second Amended Complaint at <<ADMINISTRATOR TO INSERT URL>>.

**PLEASE DO NOT CALL OR WRITE THE COURT, RUBBERCRAFT, OR ITS ATTORNEYS FOR INFORMATION  
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>.

## **NOTICE OF SETTLEMENT AWARD**

*BELIA RAMIREZ v. RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.*  
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 20STCV11935

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(III) Information Used to Calculate Your Settlement Award:**

According to Rubbercraft's records:

- (a) You worked \_\_\_\_\_ workweeks from March 25, 2016 and April 1, 2021 (the Class Period);
- (b) You worked \_\_\_\_\_ workweeks from March 25, 2019 and April 1, 2021 (the Wage Statement);
- (c) You worked \_\_\_\_\_ pay periods from March 30, 2019 and April 1, 2021 (the PAGA Period);  
and
- (d) Your employment with Rubbercraft <<DID/DID NOT>> end between March 25, 2017 and April 1, 2021 (the Waiting Time Period).

**Based on the above, your Settlement Award is estimated to be \$\_\_\_\_\_.**

**(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Rubbercraft's records, those records will control unless you are able to provide documentation that establishes that Rubbercraft's records are mistaken. If there is a dispute about whether Rubbercraft's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED  
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **REQUEST FOR EXCLUSION FORM**

**BELIA RAMIREZ v. RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.  
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 20STCV11935**

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:**

**PHOENIX SETTLEMENT ADMINISTRATORS  
*BELIA RAMIREZ V. RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.*  
SETTLEMENT ADMINISTRATOR**

**ADDRESS  
ADDRESS  
PHONE  
FAX**

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT. PLEASE NOTE THAT EMPLOYEES MAY NOT EXCLUDE THEMSELVES FROM THEIR SHARE OF PAGA CIVIL PENALTIES.**

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Belia Ramirez v. Rubbercraft Corporation of California Ltd.*, Los Angeles County Superior Court Case No. 20STCV11935.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *BELIA RAMIREZ V. RUBBERCRAFT CORPORATION OF CALIFORNIA, LTD.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

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Name

Telephone Number

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Address

---

Date

Signature

Last Four Digits of Social Security Number: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

# **EXHIBIT C**