

FILED
Superior Court of California
County of Los Angeles

09/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

**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]*

**~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 14, 2023
Time: 10:00 a.m.
Dept: 14

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

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 Plaintiff Belia Ramirez’s (“Plaintiff”) Motion for Final Approval of Class Action
2 Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payment (“Final
3 Approval Motion”) came on regularly for hearing before this Court on September 14, 2023, at
4 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting
5 Preliminary Approval of Class Action Settlement. Having considered the parties’ Amended
6 Stipulation of Settlement (“Settlement”), attached as Exhibit B to the Supplemental Declaration
7 of Fletcher W. Schmidt filed on April 5, 2023, and the documents and evidence presented in
8 support thereof, and recognizing the sharply disputed factual and legal issues involved in this
9 case, the risks of further prosecution, and the substantial benefits to be received by the Settlement
10 Class, as defined herein, pursuant to the Settlement, the Court hereby makes a final ruling that the
11 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-
12 length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiff’s Final Approval Motion and HEREBY ORDERS THE FOLLOWING:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Final
15 Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt hourly employees of Defendant
19 Rubbercraft Corporation of California, LTD (“Defendant”) in the
20 State of California from March 25, 2016, through April 1, 2021 (the
“Class Period”)

21 3. Plaintiff Belia Ramirez is hereby confirmed as Class Representative. Paul K.
22 Haines, Fletcher Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC are hereby
23 confirmed as Class Counsel.

24 4. Notice was mailed to the Settlement Class members in English and Spanish in the
25 form attached as Exhibit D to the Supplemental Schmidt Declaration filed on April 5, 2023, and
26 was approved by this Court on April 17, 2023. The notice process has been completed in
27 conformity with the Settlement and with this Court’s orders. The notice provided due and
28 adequate notice of the proceedings and matters set forth therein, informed Settlement Class

members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no individuals objected to the Settlement. The Court finds that only two individuals elected to opt-out of the Settlement Class and that the 99.37% participation rate supports final approval.

6. The Court hereby approves the Settlement and finds the terms fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. 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

1 MikronPMP Aerospace; KDL Precision Molding, Inc.; Northern Engineering UK Limited;
2 Northern Engineering (Sheffield) Limited; Crosslink Technology Holdings Limited; Icon
3 Aerospace Technology Limited; Arcline Capital Partners L.P.; Arcline Capital Partners A L.P.
4 Arcline Capital Partners Associates LP and all agents, employees, officers, directors, members,
5 managers, holding companies, insurers, and attorneys thereof, (collectively, the "Released
6 Parties") from all claims that have been asserted in the Los Angeles County Superior Court matter,
7 titled *Belia Ramirez, et al. v. Rubbercraft Corporation of California, LTD*, Case No.
8 20STCV11935 (the "Lawsuit"), or which could have been asserted in the Lawsuit during the Class
9 Period (subject to administrative exhaustion to the California Labor & Workforce Development
10 Agency ("LWDA") and amendment to add PAGA claims), including but not limited to: failure to
11 pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); failure to pay all overtime
12 wages (Labor Code §§ 204, 510, 558, 1194, 1198); failure to provide all meal periods (Labor
13 Code §§ 226.7, 512, 558); failure to pay all rest periods (Labor Code §§ 226.7, 516, 558); failure
14 to issue accurate itemized wage statements (Labor Code §§ 226 *et seq.*); alleged violations of
15 Business and Professions Code § 17200 *et seq.*; civil penalties pursuant to PAGA (Labor Code
16 § 2698 *et seq.*); and failing to pay all final wage due at separation (Labor Code §§ 201-203, 204,
17 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198). The release includes all
18 associated claims (based on the same facts and circumstances as alleged in the Lawsuit and
19 subject to administrative exhaustion to the LWDA and amendment to add PAGA claims) for
20 restitution and other equitable relief, liquidated damages, punitive damages, attorneys' fees and
21 costs, and other civil penalties (collectively the "Released Claims"). The time period covered by
22 this release is March 25, 2016 through April 1, 2021. The release will become effective upon the
23 court's order granting final approval of the settlement (the "Effective Date").

24 9. The Court finds that given the absence of objections, and objections being a
25 prerequisite to appeal, this Order will be considered final as of the date it is signed by this Court.

26 10. The Court orders that within 30 calendar days of the date of this Order, Defendant
27 shall deposit the Maximum Settlement Amount of \$600,000.00 with the Settlement Administrator
28 as provided for in the Settlement.

1 11. The Court finds that the Individual Settlement Payments are fair, reasonable, and
2 adequate, and orders the Settlement Administrator to distribute these payments in conformity with
3 the terms of the Settlement.

4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency (“LWDA”) in the amount of \$30,000.00 for its 75% share of civil penalties
6 under the California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable and
7 adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in
8 conformity with the terms of the Settlement.

9 13. The Court finds that the Class Representative Enhancement Payment in the
10 amount of \$5,000.00 to Plaintiff is appropriate in recognition of the risks undertaken by Plaintiff
11 and for Plaintiff’s service to the Settlement Class; for the amount of time and effort spent by
12 Plaintiff as the Class Representative; for Plaintiff’s general release of claims provided as part of
13 the Settlement Agreement; and for serving the interests of the Class Members. The Court finds
14 that this amount is fair, reasonable, and adequate, and orders that the Settlement Administrator
15 make this payment in conformity with the terms of the Settlement.

16 14. The Court finds that attorneys’ fees in the total amount of \$200,000.00, and actual
17 litigation costs of \$18,611.23, are fair, reasonable, and adequate in light of the common fund
18 provided for the benefit of the Settlement Class, and orders that the Settlement Administrator
19 distribute these payments to Class Counsel in conformity with the terms of the Settlement. The
20 Court finds that the time devoted to the matter by Class Counsel was reasonably necessary in the
21 investigation and prosecution of this action and that the fees are appropriately awarded in light of
22 the benefit provided to the Settlement Class by Class Counsel’s efforts.

23 15. The Court designates Phoenix Settlement Administrators as the Settlement
24 Administrator and finds that \$8,850.00 from the Maximum Settlement Amount appropriate as
25 payment for work done and to be done until the completion of this matter.

26 16. The Settlement Administrator will prepare a final accounting declaration detailing
27 disbursement of the Maximum Settlement Amount in accordance with the Settlement Agreement
28 and this Order, the total amount paid to settlement class members, and the number and amount of

1 uncashed checks. The declaration must be filed no later than June 18, 2024. A Non-Appearence
2 Case Review Re. Distribution will be held on June 21, 2024, at 4:00 p.m. in Department 14.

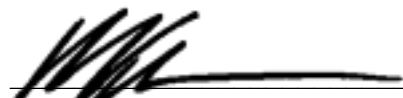
3 17. Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the
4 California Rules of Court, the Court will retain jurisdiction over this action and the Parties until
5 final performance of the Settlement Agreement.

6 18. This document will constitute a final judgment pursuant to California Rule of
7 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
8 approval hearing, the court must make and enter judgment. The judgment must include a
9 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,
11 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
12 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
13 Code of Civil Procedure § 664.6.

14 **IT IS SO ORDERED.**

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16 Dated: September 21, 2023



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18 Honorable Kenneth R. Freeman
19 Judge of the Superior Court
20 Kenneth R. Freeman/Judge
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