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*Attorneys for Plaintiff,
Leticia Palma Bolanos*

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

LETICIA PALMA BOLANOS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

FREUDENBERG-NOK GENERAL
PARTNERSHIP, a general partnership;
FREUDENBERG HOUSEHOLD PRODUCTS,
LP., a Delaware limited partnership;
FREUDENBERG NORTH AMERICA
LIMITED PARTNERSHIP, a Michigan limited
partnership; FREUDENBERG LIMITED
PARTNERSHIP, a Wisconsin limited
partnership; FREUDENBERG GROUP, a
limited partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV04351

[Honorable Lawrence P. Riff, Department 7]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF LETICIA
PALMA BOLANOS' MOTION FOR
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

[Filed with Plaintiff Leticia Palma Bolanos' Notice of Motion and Motion for Final Approval, Declaration of Kane Moon, Declaration of Plaintiff Leticia Palma Bolanos, and Declaration of Nicole Bench]

FINAL APPROVAL HEARING

Date: November 22, 2022

Time: 10:00 AM

Dept.: 7

1 The Court issued an Order Granting Plaintiff Leticia Palma Bolanos' Motion for
2 Preliminary Approval of Class and PAGA Action Settlement on July 26, 2022. Plaintiff
3 Leticia Palma Bolanos ("Plaintiff") now seeks an Order and Judgment Granting Final
4 Approval of the same Class and PAGA Action Settlement ("Settlement"), attached to the
5 Declaration of Kane Moon in Support of Plaintiff Leticia Palma Bolanos' Motion for Final
6 Approval of Class and PAGA Action Settlement as Exhibit 1.

7 The Court, having considered Plaintiff Leticia Palma Bolanos' Notice of Motion and
8 Motion for Final Approval of Class and PAGA Action Settlement ("Motion"), the supporting
9 Declarations and Exhibits therein, the records and files in this Action, and the absence of any
10 written objections received regarding the Settlement; and good cause appearing, **HEREBY**
11 **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
13 set forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, the
15 Settlement Class Members and Defendants Freudenberg-Nok General Partnership, et. al.
16 ("Defendants").

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to the limitations on the requested fees and payments as set forth below.

19 The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 For purposes of effectuating the Settlement, the following Class is hereby certified: All
22 non-exempt employees of Defendants who worked for Defendants in California from January
23 29, 2017 through February 10, 2022.

24 No Class Members have objected to the terms of the Settlement, and no Class Members
25 have requested exclusion from the Settlement.

26 Plaintiff and all Settlement Class Members shall have, by operation of this Final Order
27 and Judgment, fully, finally and forever released, relinquished and discharged all Released
28 Parties from all Released Claims as stated in the Settlement and reproduced here:

1 **Identity of Released Parties:** The released parties are Defendant, and each of its
2 former and present direct and/or indirect owners, dba's, affiliates, parents,
3 subsidiaries, co-employers, brother and sister corporations, partners, divisions,
4 related companies, successors and predecessors, and current and former
5 employees, officers, directors, shareholders, members, owners, trustees, attorneys,
6 fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents,
7 employees, servants, insurers, representatives, administrators, employee benefit
8 plans, and assigns of said entities.

9 **Claims Released by Settlement Class Members:** Each and every Class Member,
10 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
11 submitted a timely and valid Request for Exclusion (which will not effectuate an
12 opt-out from the release of Released PAGA Claims), releases Releasees
13 from the following claims for the entire Class Period:

14 any and all claims stated in the First Amended Complaint, or that could
15 have been stated based on the facts alleged therein, including but not
16 limited to all wage and hour claims (including all claims under the
17 California Labor Code) for unpaid wages, minimum wage, overtime, off-the-
18 clock work, meal periods, rest periods, wage statement violations,
19 interest, civil or statutory penalties, and attorneys' fees and costs, waiting
20 time penalties, expense reimbursements, withholding from wages and the
21 related provisions of the Labor Code including but limited to Labor Code
22 §§ 201-204, 210, 216, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 512.5,
23 558, 1174, 1194, 1194.2, 1197, 1198, 2699, derivative claims under
24 California Business & Professions Code §§ 17200 et seq., and all claims
25 under the governing Industrial Welfare Commission Wage Order.

26 **Claims Released by the Class, Including PAGA Employees.** Each and every Class
27 Member release the Released PAGA Claims, regardless of whether they have
28 requested exclusion from the Settlement as to Class claims:

1 all claims for penalties and any other available relief pursuant to PAGA, to the
2 extent asserted in Plaintiff's administrative exhaustion letter submitted to the
3 LWDA in this Action on January 27, 2021, or in Plaintiff's First Amended
4 Complaint, arising during the PAGA Period.

5 **Date Release Becomes Active:** The Released Claims and Released PAGA Claims
6 will be released upon the later of (1) the Settlement's Effective Date, or (2) the
7 satisfaction of Defendant's obligation to provide to the Settlement Administrator a
8 sum in the amount required to satisfy all required payments and distributions
9 pursuant to this Settlement and the Order and Judgment of final approval. Class
10 Members will not release the Released Claims or Released PAGA Claims until
11 both the Effective Date of the Settlement has occurred, **and** Defendant has paid all
12 amounts owing under the Settlement.

13 The Notice provided to the Class conforms with the requirements of California Rules
14 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the
15 circumstances, providing individual notice to all Class Members who could be identified
16 through reasonable effort and providing due and adequate notice of the proceedings and of the
17 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
18 due process.

19 The Gross Settlement Amount, Net Settlement Amount, and methodology used to
20 calculate and pay the Settlement Payments are fair and reasonable. The Settlement
21 Administrator is authorized to pay the Settlement Payments to the Settlement Class Members
22 and PAGA Employees in accordance with the terms of the Settlement.

23 Defendants shall pay a total of \$975,000.00 to resolve this litigation. Defendants will
24 fund the settlement account within fourteen (14) business days of the Effective Date. The
25 Settlement Administrator shall cause the Settlement Payments to be mailed to the Class
26 Members within fourteen (14) calendar days of the receipt of funding. Thereafter, Settlement
27 Payments shall be distributed to Settlement Class Members and PAGA Employees pursuant to
28 the terms of the Settlement.

1 From the Gross Settlement Amount, a PAGA Penalty Payment of \$73,125.00 shall be
2 paid to the California Labor and Workforce Development Agency (“LWDA”), representing
3 75% of the penalties awarded under the terms of the Settlement, pursuant to the Private
4 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

5 From the Gross Settlement Amount, a Service Payment in the amount of \$7,500.00
6 shall be paid to Leticia Palma Bolanos for her service as Class Representative and general
7 release of claims. Leticia Palma Bolanos is hereby confirmed as Class Representative.

8 From the Gross Settlement Amount, Attorneys’ Fees in the amount of \$325,000.00 and
9 Litigation Costs in the amount of \$15,845.92 shall be paid to Class Counsel for their
10 reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall
11 be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
12 reasonable in light of the benefit provided to the Class. Kane Moon, Allen Feghali and
13 Jacquelyne VanEmmerik of Moon & Yang, APC are hereby confirmed as Class Counsel.

14 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
15 \$8,000.00 shall be paid to the designated Settlement Administrator, ILYM Group, Inc.

16 The Parties are ordered to have notice of this Final Order and Judgment sent to all
17 Settlement Class Members and PAGA Employees in accordance with CRC 3.771(b), along
18 with the Settlement Payments issued via first class mail to their last known addresses and to
19 the LWDA pursuant to Labor Code § 2699(1)(3).

20 This Judgment is intended to be a final disposition of the above captioned Action in its
21 entirety and is intended to be immediately appealable.

22 This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the Settlement and any and all claims asserted in, arising
24 out of or related to the subject matter of the lawsuit, including but not limited to, all matters
25 related to the Settlement and the determination of all controversies relating thereto.

26 Plaintiff Leticia Palma Bolanos’ Motion for Final Approval of Class and PAGA Action
27 Settlement is hereby granted, and the Court directs that Judgment shall be entered in
28 accordance with the terms of this Order.

1 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
2 9/28/2023, 2023 at 9:00 a.m. in Department 7. Class Counsel is ordered to file a
3 final report and declaration regarding distribution no later than 9/14/12023.

4 **IT IS SO ORDERED.**

5 DATE: 11/22/2022
6



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

7 Lawrence P. Riff, Judge
8 Honorable Lawrence P. Riff
9 Judge of the Los Angeles Superior Court
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
5 Angeles, California 90017. On **October 20, 2022**, I served the foregoing document described
6 as:

7 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF LETICIA PALMA**
8 **BOLANOS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION**
9 **SETTLEMENT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Brian Long
13 **SEYFARTH SHAW LLP**
14 601 South Figueroa Street, Suite 3300
15 Los Angeles, California 90017-5793
16 Telephone: (213) 270-9600
17 Facsimile: (213) 270-9601
18 bplong@seyfarth.com

Reiko Furuta
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2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219
rfuruta@seyfarth.com

19 *Attorneys for Defendant **FREUDENBERG-NOK GENERAL PARTNERSHIP,***
20 *erroneously sued **FREUDENBERG HOUSEHOLD PRODUCTS, LP. and***
21 ***FREUDENBERG NORTH AMERICA LIMITED PARTNERSHIP, and erroneously***
22 ***named and sued non-entity **FREUDENBERG GROUP*****

23 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
24 parties to accept electronic service, I caused the documents to be sent to the persons at
25 the electronic service addresses listed above via third-party cloud service
26 **CASEANYWHERE..**

27 I declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Executed this, **October 20, 2022** at Los Angeles, California.

21 Janelle Jickain
22 Type or Print Name

23 
24 Signature