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BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, CECELIO OSUNA-REYES,
on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CECILIO OSUNA-REYES, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

KIRKHILL RUBBER COMPANY, a
Delaware corporation; HEXPOL HOLDING,
INC., a Delaware corporation; HEXPOL
COMPOUNDING CA INC., a Delaware
corporation; JAMES STOLL, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV42216

[Assigned to the Hon. William F. Highberger in
Dept. 10]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

FILED
Superior Court of California
County of Los Angeles

06/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 This Court, having considered the Motion of plaintiffs Cecelio Osuna-Reyes and Jorge
2 Orozco (collectively, “Plaintiffs”) for Preliminary Approval of Class and Representative Action
3 Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for
4 Preliminary Approval”), the Declarations of Megan R. Lazar, David D. Bibiyan, Joseph M. Szilagyi,
5 Cecelio Osuna-Reyes, Jorge Orozco and Sean Hartranft, the Class and PAGA Action Settlement
6 Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the Amended Agreement,
7 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
8 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members,” “Class Members”) for the purpose of settlement only: all current and former non-
14 exempt employees of Defendant within the State of California at any time during the period from
15 November 16, 2017 through October 11, 2025 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiffs Cecelio Osuna-Reyes and
17 Jorge Orozco (collectively, “Plaintiffs”) as Class Representatives, and David D. Bibiyan and
18 Vedang J. Patel of Bibiyan Law Group, P.C., and Kashif Haque, Samuel Wong, Jessica L. Campbell,
19 and Joseph M. Szilagyi of Aegis Law Firm, PC, as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content, the Class Notice that has been submitted
5 herewith.

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$932,080.00, which is inclusive of: attorneys' fees of up to one third
12 (33.333333%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement,
13 amounts to \$310,693.33, in addition to actual costs incurred of up to \$60,000.00; service award of
14 up to \$7,500.00 each (\$15,000) to Plaintiffs; costs of settlement administration of no more than
15 \$7,250.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of
16 \$100,000.00, of which \$75,000.00 (75%) will be paid to the Labor and Workforce Development
17 Agency ("LWDA") and \$25,000.00 (25%) to "PAGA Members," defined as a current or former
18 non-exempt employee of Defendant within the State of California at any time during the period from
19 November 23, 2020 through the end of the Class Period ("PAGA Period").

20 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
21 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
22 Settlement Amount.

23 9. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Defendant, for at least one day during the Class Period based on hire dates, re-hire dates
25 (as applicable) and termination dates (as applicable).

26 10. In the event the number of Workweeks during the Class Period increases by more
27 than 10% (i.e., more than 25,632), Defendant shall increase the Gross Settlement Amount pro rata
28 for every additional workweek worked by the Class Members above that 10% threshold (i.e. if the

1 actual number of workweeks worked by Class Members is 11% larger than this estimate, the Gross
2 Settlement Amount shall be increased by 1%).

3 11. The Court deems Apex Class Action, LLC (“Apex” or “Settlement Administrator”),
4 the settlement administrator, and preliminarily approves payment of administrative costs, not to
5 exceed \$7,250.00 out of the Gross Settlement Amount for services to be rendered by Phoenix on
6 behalf of the class.

7 12. Not later than seven (7) days after the Court grants Preliminary Approval of the
8 Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft
9 Excel spreadsheet. “Class Data” means Class Member’s identifying information in Defendant’s
10 possession including the Class Member’s name, last-known mailing address, last known telephone
11 number, Social Security number, hire dates, termination dates (as applicable) and re-hire dates (as
12 applicable).

13 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
14 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
15 and restrict access to the Class Data to Administrator’s employees who need access to the Class
16 Data to effect and perform under this Agreement.

17 14. Before mailing Class Notices, the Administrator shall update Class Members’ addresses
18 using the National Change of Address database.

19 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
20 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
21 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with
22 Spanish translation, substantially in the form attached to this Agreement as Exhibit “A.”

23 16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
24 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
25 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
26 Settlement. Class Members to whom Notice Packets are resent after having been returned
27 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
28 Deadline has expired.

1 17. Before the date by which Plaintiffs are required to file the Motion for Final Approval
2 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
3 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
4 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
5 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
6 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
7 number of written objections and attach the Exclusion List.

8 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
9 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
10 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
11 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
12 representative that reasonably communicates the Class Member's election to be excluded from the
13 Settlement and includes the Class Member's name, address, and email address or telephone number.
14 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

15 19. Every Class Member who does not submit a timely and valid Request for Exclusion
16 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
17 bound by all terms and conditions of the Settlement, including the Participating Class Members'
18 Releases under the Agreement, regardless of whether the Participating Class Member actually
19 receives the Class Notice or objects to the Settlement.

20 20. Only Participating Class Members may object to the class action components of the
21 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
22 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
23 and/or Class Representative Service Payment. Participating Class Members may send written
24 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
25 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
26 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
27 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
28 additional 15 days for Class Members whose Class Notice was re-mailed).

1 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
2 Request for Exclusion will control, and the Objection will be disregarded.

3 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
4 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
5 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
6 Class Notice. The Class Member may challenge the allocation by communicating with the
7 Administrator via mail.

8 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
9 necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the
10 Administrator no later than thirty (30) days after the Effective Date.

11 24. Payments from the Gross Settlement Amount. Within fourteen (14) days after
12 Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
13 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
14 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
15 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
16 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
17 Payments shall not precede disbursement of Individual Class Payments and Individual PAGA
18 Payments.

19 25. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
21 the Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member or PAGA Member thereby leaving no
23 "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.

24 26. All papers filed in support of final approval, including supporting documents for
25 attorneys' fees and costs, shall be filed by 9/29/26.

26 27. A Final Approval Hearing shall be held with the Court on 10/21/26
27 at 10:00 a.m. in Department 1 of the above-entitled Court to determine: (1) whether the proposed
28 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the

1 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
2 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
3 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

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IT IS SO ORDERED.

Dated: 06/02/2026



A handwritten signature in black ink, appearing to read "W. F. Higginson".

William F. Higginson, Judge