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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
(Consolidated with Case No. 22STCV00597)

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

~~[PROPOSED]~~ JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of Class Action and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

- 4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Final
5 Approval of Class and Representative Action Settlement (“Order Granting Final Approval”)
6 and the Parties’ Class and PAGA Settlement Agreement (“Settlement” or “Settlement
7 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.
- 9 2. The Settlement Class (“Class” or “Class Members”) means all current and former non-
10 exempt employees of defendant Kirkhill Rubber Company (“Defendant”) within the State
11 of California at any time during the period from November 16, 2017 through October 11,
12 2025 (“Class Period”).
- 13 3. “PAGA Members” means all current or former non-exempt employees of Defendant within
14 the State of California at any time during the period from November 23, 2020 through the
15 end of the Class Period (“PAGA Period”).
- 16 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected
17 to the Settlement.
- 18 5. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
19 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the
20 Settlement Administrator no later than thirty (30) days after the Effective Date. “Effective
21 Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final
22 Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
23 latest of the following occurrences: (a) if no Participating Class Member objects to the
24 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
25 Members objects to the Settlement, the day after the deadline for filing a notice of appeal
26 from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
27 appellate court affirms the Judgment and issues a remittitur.
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- 1 6. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, and only
2 after approval by the Parties of the final distribution amounts, the Administrator will mail
3 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
4 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
5 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 6 7. Individual Class Payment and Individual PAGA Payment checks shall remain valid for at
7 least one hundred and eighty (180) days after mailing. For any Class Member whose
8 Individual Class Payment check or Individual PAGA Payment check is uncashed and
9 canceled after the void date, the Settlement Administrator shall transmit the funds
10 represented by the check to the State of California Unclaimed Property Fund in the name of
11 the Class Member or PAGA Member to whom the check was originally issued.
- 12 8. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and
13 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
14 employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
15 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties
16 as follows:
- 17 a. Release by Participating Class Members: All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, release Released Parties
20 from all claims that were alleged, or reasonably could have been alleged, based on
21 the facts stated in the complaints filed in the Action including, but not limited to, all
22 claims for failure to pay overtime, failure to pay minimum wages, failure to provide
23 meal periods, failure to provide rest breaks, failure to pay wages at separation, failure
24 to provide accurate wage statements, failure to timely pay wages, failure to pay
25 vacation pay, and unfair competition arising from events occurring during the Class
26 Period, and all damages, interest, penalties, attorneys' fees, costs, and other amounts
27 recoverable under said causes of action under California law, to the extent
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1 permissible, including, but not limited to, the California Labor Code and the
2 applicable Wage Orders (“Released Class Claims”).

3 b. Release by PAGA Members: All PAGA Members, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, release the Released Parties from all claims
6 for Violation of PAGA that were alleged, or reasonably could have been alleged,
7 based on the facts stated in the complaints filed in the Action and the PAGA Notice,
8 including, but not limited to, all claims for Violation of PAGA arising from any
9 failure to pay overtime, failure to pay minimum wages, failure to provide meal
10 periods, failure to provide rest breaks, failure to pay wages at separation, failure to
11 provide accurate wage statements, failure to timely pay wages, failure to pay vacation
12 pay, or unfair competition occurring during the PAGA Period (“Released PAGA
13 Claims”).

14 9. “Released Parties” means Defendant and its past, present, and future affiliates, predecessors,
15 successors, assigns, shareholders, members, and agents (including, without limitation, any
16 investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present, or
17 future officers, directors, and employees), and all of their current and former officers,
18 directors, members, managers, employees, consultants, partners, shareholders, joint
19 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or
20 legal representatives. Notwithstanding the foregoing, Released Parties shall not include any
21 staffing companies utilized by Defendant.

22 9. This document shall constitute a Judgment for purposes of California Rules of Court, rule
23 3.769(h).

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10. Without affecting the finality of the Judgment in any way, pursuant to California Rules of Court, rule 3.769, et seq., and California Code of Civil Procedure section 664.6, this Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 10/21, 2026



W. F. Highberger

Judge, of the Superior Court
William F. Highberger / Judge