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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ELIDA CORONA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WEST AMERICAN RUBBER COMPANY,
LLC, a California Limited Liability Company;
and DOES 1 through 100,

Defendants.

CASE NO. 30-2024-01383622-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Melissa R. McCormick, Dept. CX105]*

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Action Filed: March 4, 2024

1 The Motion of Plaintiff Ilida Corona (“Plaintiff”) for Preliminary Approval of Class
2 Action and PAGA Settlement came regularly for hearing before this Court on January 15, 2026,
3 at 2:00 p.m. The Court, having considered the Stipulation of Settlement entered into between
4 Plaintiff and Defendant West American Rubber Company, I.L.C (“Defendant”), and the
5 Amendment to Stipulation of Settlement (collectively with the Stipulation of Settlement, the
6 “Settlement Agreement” or “Settlement”), attached hereto as Exhibit 1; having considered
7 Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment,
8 Request for Exclusion Form, and Objection Form (collectively, “Notice Packet”), attached
9 hereto as Exhibit 2; having considered Plaintiff’s Motion for Preliminary Approval of Class and
10 PAGA Action Settlement, Memorandum of Points and Authorities in support thereof, and
11 supporting declarations filed therewith; having considered Plaintiff’s Supplemental Brief in
12 Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, and good
13 cause appearing, HEREBY ORDERS THE FOLLOWING:

14 1. The Court finds that the settlement is fair, adequate and reasonable, and in the
15 best interests of the Settlement Class members. The Court hereby GRANTS preliminary
16 approval of the class action settlement as set forth in the Settlement and finds its terms to be
17 within the range of reasonableness of a settlement that ultimately could be granted approval by
18 the Court at a Final Approval Hearing. For purposes of the Settlement, the Court finds that the
19 proposed Settlement Class is ascertainable and that there is a sufficiently well-defined
20 community of interest among the members of the Settlement Class in questions of law and fact.
21 Therefore, for settlement purposes only, the Court grants conditional certification of the
22 following Settlement Class:

23 All current and former non-exempt employees who worked for
24 Defendant in California between March 4, 2020 and the date of
25 preliminary approval (the “Class Period”).

26 2. The “PAGA Members” are defined as “all current and former non-exempt
27 employees who worked for Defendant in California between March 4, 2023, and the date of
28 preliminary approval (the “PAGA Period”).”

1 3. For purposes of the Settlement, the Court preliminarily designates Plaintiff Elida
2 Corona as Class Representative and preliminarily designates Fletcher W. Schmidt, Paul K.
3 Haines, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

4 4. Defendant will pay a non-reversionary Maximum Settlement Amount of
5 \$1,750,000.00. The Net Settlement Amount is the amount remaining from the Maximum
6 Settlement Amount after deducting the not-to-exceed requested amount for attorneys' fees
7 (\$583,333.33), the not-to-exceed verified costs reimbursement (\$50,000.00), the not-to-exceed
8 Class Representative Enhancement Payment (\$5,000.00), the not-to-exceed settlement
9 administration costs (\$6,500.00), and the California Labor & Workforce Development
10 Agency's ("LWDA") share of civil penalties under the Private Attorneys General Act
11 ("PAGA"), which is 75% (\$75,000.00) of the total amount of PAGA civil penalties
12 (\$100,000.00). Based on these requested amounts, the Net Settlement Amount is calculated to
13 be approximately \$1,030,166.67. From the Net Settlement Amount, the PAGA Members will
14 receive the remaining 25% (\$25,000.00), designated a PAGA civil penalties.

15 5. The Court preliminarily designates Apex Class Action Administration as the
16 Settlement Administrator.

17 6. The Court approves the proposed Notice Packet, attached hereto as Exhibit 2 in
18 English and Spanish.

19 7. The Court finds that the form of notice to the Settlement Class regarding the
20 pendency of the action and of the Settlement, and the methods of giving notice to members of
21 the Settlement Class constitute the best notice practicable under the circumstances, and
22 constitute valid, due, and sufficient notice to all members of the Settlement Class.

23 8. The Court further approves the procedures for Settlement Class members to opt
24 out of or object to the Settlement, as set forth in the Class Notice.

25 9. The Court orders the Settlement Administrator to mail the Notice Packet to the
26 members of the Settlement Class in accordance with the terms of the Settlement. The Court
27 orders the Parties and the Settlement Administrator to administer the Settlement in accordance
28 with its terms.

1 10. The Final Approval Hearing on the question of whether the Settlement should be
2 finally approved as fair, reasonable, and adequate is scheduled in Department CX105 of this
3 Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701 on May 28, 2026 at 2:00
4 p.m.

5 11. At the Final Approval Hearing, the Court will consider: (a) whether the
6 Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class;
7 (b) whether a judgment granting final approval of the Settlement should be entered; and (c)
8 whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation
9 expenses, enhancement payment to Plaintiff, settlement administration costs, and payment to
10 the LWDA for penalties under the PAGA should be granted.

11 12. Counsel for the parties shall file memoranda, declarations, or other statements
12 and materials in support of their request for final approval of the Settlement, attorneys' fees,
13 litigation expenses, Plaintiff's enhancement payment, settlement administration costs, and
14 payment to the LWDA for PAGA penalties at least 16 court days before the Final Approval
15 Hearing.

16 13. An implementation schedule is below:

Event	Date
Defendant to provide Settlement Class member information to the Settlement Administrator no later than [14 calendar days after preliminary approval]:	February 2, 2026
Settlement Administrator to mail Notice Packet to Settlement Class members no later than [10 business days from receipt of Settlement Class members' information]:	February 17, 2026
Deadline for Settlement Class members to request exclusion from, submit dispute, or object to the Settlement [60 calendar days from mailing of Notice Packet]:	April 18, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days before Final Approval Hearing
Final Approval Hearing:	May 28, 2026 at 2:00 p.m.

1 14. Pending the Final Approval Hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and
3 this Order, are stayed.

4 15. The Court will retain jurisdiction to enforce the Settlement pursuant to California
5 Code of Civil Procedure § 664.6.

6 **IT IS SO ORDERED.**

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9 Dated: January 15, 2026



10 _____
11 Melissa R. McCormick
12 Judge of the Superior Court
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EXHIBIT 1

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STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Elida Corona (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant West American Rubber Company, LLC (“Defendant”). 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, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Marie D. DiSante and Leigh A. White of CDF Labor Law LLP.

On March 4, 2024, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court titled *Elida Corona v. West American Rubber Company, LLC*, Case No. 30-2024-01383622-CU-OF-CXC (the “Action”). The Action alleges that Defendant: (1) failed to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (2) failed to pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (3) failed to provide all meal periods (Labor Code §§ 226.7, 512, 558); (4) failed to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558); (5) failed to issue accurate, itemized wage statements (Labor Code § 226 *et seq.*); and (6) engaged in unfair competition (Business and Professions Code § 17200). That same day, Plaintiff notified Defendant and the California Labor & Workforce Development Agency (“LWDA”) of her intent to seek civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) (“PAGA”) based on the above alleged Labor Code violations. On May 9, 2024, after Plaintiff exhausted her administrative remedies with the LWDA, Plaintiff filed the operative First Amended Complaint in the Action to add a seventh cause of action for civil penalties under the PAGA.

Given the uncertainty of litigation, and without Defendant making any admission as to the merits of any of the claims asserted, 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 worked for Defendant in California between March 4, 2020 and the date of preliminary approval (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Code of Civil Procedure § 382. 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. PAGA Members. For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the PAGA Members shall be defined as:

1 All current and former non-exempt employees who worked for Defendant in
2 California between March 4, 2023, and the date of preliminary approval (the
"PAGA Period").

3 **3. Release by Settlement Class members, PAGA Members, and Plaintiff. Plaintiff and**
4 **every member of the Settlement Class (except those who opt out of the Settlement) will**
5 **release and discharge Defendant and all of its present and former parent companies,**
6 **subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors,**
7 **employees, agents, attorneys, insurers, reinsurers, successors and assigns (collectively,**
8 **"Released Parties") as follows:**

9 A. All members of the Settlement Class who do not opt-out will release and
10 discharge Defendant and the Released Parties from liability for all claims based
11 on the factual allegations set forth in the operative complaint in the Action or
12 which could have been pled in the operative complaint in the Action based on the
13 factual allegations therein, that arose during the Class Period (the "Class Released
14 Claims"). The time period covered by this release will mirror the Class Period and
15 will become effective upon the Effective Date (as defined in 3.D).

16 B. All PAGA Members, regardless of whether they opt-out of the class action
17 portion of the Settlement, will release and discharge Defendant and the Released
18 Parties from all civil penalties available under the PAGA based on the factual
19 allegations set forth in the operative complaint in the Action and Plaintiff's March
20 4, 2024 PAGA Notice letter to the LWDA, that arose during the PAGA Period
21 (the "PAGA Released Claims"). The time period covered by this release will
22 mirror the PAGA Period and will become effective upon the Effective Date (as
23 defined in 3.D).

24 C. Plaintiff agrees to release, as an individual and in addition to the Class Released
25 Claims and PAGA Released Claims described above, all claims, whether known
26 or unknown, under federal law or state law against Defendant. Plaintiff
27 understands that this release includes unknown claims and that Plaintiff is, as a
28 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

1 Equal Employment Opportunity Commission or National Labor Relations Board,
2 or participation in an administrative investigation or proceeding.

3 **D. The Settlement shall become effective upon the Court's signing of an**
4 **Order granting final approval of the Settlement Agreement and Defendant's**
5 **full funding of the entire Maximum Settlement Amount to the third-party**
6 **settlement administrator ("Effective Date").**

7 **4. Maximum Settlement Amount. As consideration, Defendant agrees to pay a**
8 **"Maximum Settlement Amount" of \$1,750,000.00 in full and complete settlement of the**
9 **Action, as follows:**

10 A. The Parties have agreed to engage Apex Class Action Administration as the
11 "Settlement Administrator to administer this Settlement.

12 B. Defendant shall pay the Maximum Settlement Amount and the employer's-share
13 of payroll taxes on the portion allocated as wages within thirty (30) days after
14 the Court signs an Order granting final approval of the Settlement.

15 C. This is a non-reversionary settlement. The Maximum Settlement Amount
16 includes:

17 (1) All payments (including interest) to the Settlement Class;

18 (2) All costs of the Settlement Administrator associated with the administration of
19 the Settlement, which are not to exceed \$6,500.00;

20 (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in
21 recognition for Plaintiff's contributions to the Action and Plaintiff's service to
22 the Settlement Class;

23 (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's
24 attorneys' fees (currently estimated at \$583,333.33), plus actual costs and
25 expenses incurred by Class Counsel related to the Action as supported by
26 declaration, to be no greater than \$50,000.00; and

27 (5) \$100,000.00 of the Maximum Settlement Amount has been set aside by the
28 Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such
penalties (\$75,000.00), will be payable to the LWDA and the remaining 25%
(\$25,00.00), will be payable to the PAGA Members as described below.

D. Defendant will not oppose the reasonableness of these requests. Any reduction by
the Court of these requests will revert to the Net Settlement Fund to be distributed
to the Settlement Class members who do not opt-out.

E. **Escalator Clause.** In advance of mediation, Defendant represented that there are
an estimated 32,710 aggregate workweeks worked by the approximately 205

1 potential Settlement Class members as of the date of mediation. If the actual
2 number of aggregate workweeks worked by the Settlement Class Members
3 exceeds this figure by 10% or more (i.e., if there are 35,981 or more aggregate
4 workweeks worked by the Settlement Class members), Defendant shall have the
5 option to either: (a) increase the Maximum Settlement Amount on a proportional
6 basis (e.g., if there was a 12% increase in the 32,710 number of aggregate
7 workweeks, Defendant shall increase the Maximum Settlement Amount by 2%);
8 or (b) end the Class Period on the date when the aggregate workweeks worked by
9 the Settlement Class Members reached 35,980.

7 F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include
8 the employer's share of payroll taxes on any amounts designated as wages, which
9 shall be paid by Defendant separate and apart from, and in addition to, the
10 Maximum Settlement Amount.

10 **5. Payments to the Settlement Class. Settlement Class members are not required to**
11 **submit a claim form to receive a payment ("Individual Settlement Payment") from the**
12 **Settlement. Individual Settlement Payments will be determined and paid as follows:**

12 A. The Settlement Administrator shall first deduct from the Maximum Settlement
13 Amount the amounts approved by the Court for Class Counsel's attorneys' fees,
14 Class Counsel's costs and expenses, the Class Representative Enhancement
15 Payment, the Settlement Administrator's fees and expenses for administration,
16 and the amount of PAGA civil penalties designated as payable to the LWDA. The
17 remaining amount shall be known as the "Net Settlement Amount."

16 B. From the Net Settlement Amount, the Settlement Administrator will calculate
17 each Settlement Class member's Individual Settlement Payment based on the
18 following formula:

19 i. PAGA Amount: The \$25,000.00 payable to PAGA Members as PAGA
20 civil penalties shall be designated as the "PAGA Amount." Each
21 individual who was employed by Defendant at any time during the PAGA
22 Period, shall receive a portion of the PAGA Amount based on the number
23 of pay periods that he or she worked during the PAGA Period compared to
24 the total number of pay periods worked by all PAGA Members during the
25 PAGA Period.

24 ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement
25 Amount shall be designated as the "Wage Statement Amount." Each
26 participating Settlement Class member who was employed by Defendant
27 at any time between March 4, 2023 and the close of the Class Period, shall
28 receive a portion of the Wage Statement Amount based on the number of
workweeks that he or she worked during the aforementioned time period
compared to the total number of workweeks worked by all participating
Settlement Class members during the aforementioned time period.

1 iii. The remainder of the Net Settlement Amount will be distributed to each
2 participating Settlement Class member based on the number of workweeks
3 that he or she worked during the Class Period compared to the total
4 number of workweeks worked by all participating Settlement Class
5 members during the Class Period.

6 C. Within 10 business days following the funding of the Maximum Settlement
7 Amount with the Settlement Administrator, the Settlement Administrator will
8 calculate each Settlement Class member's Individual Settlement Payment, and
9 each PAGA member's PAGA Amount, and will prepare and mail Individual
10 Settlement Payments to Settlement Class members and PAGA Amounts to the
11 PAGA members. The Settlement Administrator will also mail any amounts
12 awarded to Plaintiff for the Class Representative Enhancement Payment, as well
13 as the amounts awarded to Class Counsel for attorneys' fees and costs by the
14 same deadline. Should any issued settlement checks be returned to the Settlement
15 Administrator as non-delivered, the Settlement Administrator shall conduct a
16 "skip trace" to obtain an updated mailing address, and shall re-mail the settlement
17 checks to the updated mailing addresses within five (5) business days of receiving
18 the returned settlement check.

19 D. Each Individual Settlement Payment shall be allocated as 20% wages and 80%
20 penalties and interest. The Settlement Administrator will be responsible for
21 issuing to participating Settlement Class members an IRS Form W-2 (for amounts
22 paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest).
23 Payments made to PAGA Members for their portion of the PAGA Amount will
24 be attributed 100% to penalties and paid via an IRS Form 1099. The Settlement
25 Administrator will be responsible for issuing to PAGA members an IRS Form
26 1099 for amounts paid as penalties. Settlement Class members will be responsible
27 for their share of the employee-side payroll taxes for the portion of Individual
28 Settlement Payments allocated as unpaid wages, which shall be deducted from
their Individual Settlement Payments.

 E. Defendant shall fully discharge its obligations to those Settlement Class members
to whom it will pay an Individual Settlement Payment and PAGA members to
whom it will pay PAGA Amounts through the settlement administrator's mailing
of a Settlement check, regardless of whether such checks are actually received
and/or negotiated by Settlement Class members and/or PAGA members. Any
check that is not negotiated within one hundred eighty (180) days of mailing to a
Settlement Class member or a PAGA member shall be distributed by the
Settlement Administrator to the California State Controller's Office Unclaimed
Property Division in the name of the Settlement Class Member to whom the
check was issued.

 F. Neither Plaintiff nor Defendant shall bear any liability for lost, stolen, undelivered
or misdelivered 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.

1 6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a
2 total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is
3 currently estimated to be \$583,333.33. Additionally, Class Counsel will request an award of
4 actual costs and expenses as supported by declaration, in an amount not to exceed \$50,000.00
5 from the Maximum Settlement Amount. These amounts will cover any and all work performed
6 and any and all costs incurred in connection with this litigation, including without limitation: all
7 work performed, and all costs incurred to date; and all work to be performed and costs to be
8 incurred in connection with obtaining the Court's approval of this Settlement Agreement,
9 including any objections raised and any appeals necessitated by those objections. Any reduction
10 by the Court of these requests will revert to the Net Settlement Fund to be distributed to the
11 Settlement Class members who do not opt-out. Class Counsel will be issued an IRS Form 1099
12 by the Settlement Administrator for these amounts.

13 7. **Class Representative Enhancement Payment.** Defendant will not object to a request
14 for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time and risk in
15 prosecuting this case and Plaintiff's service to the Settlement Class. Any reduction by the Court
16 of this request will revert to the Net Settlement Fund to be distributed to the Settlement Class
17 members who do not opt-out. This award will be in addition to Plaintiff's Individual Settlement
18 Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the
19 Settlement Administrator.

20 8. **Settlement Administrator.** Defendant agrees to the appointment of Apex Class Action
21 Administration as Settlement Administrator. Defendant will not object to Plaintiff seeking
22 approval to pay up to \$6,500.00 for the administration services from the Maximum Settlement
23 Amount. The Settlement Administrator shall be responsible for translating and sending notices to
24 the Settlement Class members in English and Spanish, for calculating Individual Settlement
25 Payments and PAGA Amounts, and for preparing all checks and mailings. The Settlement
26 Administrator shall also be responsible for maintaining a website and posting important
27 documents from the case for the Settlement Class members, including copies of the operative
28 complaint, the Plaintiff's PAGA notice letter to the LWDA, this Settlement Agreement and any
amendments, the Notice Packet, the Court's Order Granting Preliminary Approval, and the
Court's Final Judgment and Order. Any reduction by the Court of this request will revert to the
Net Settlement Fund to be distributed to the Settlement Class members who do not opt-out. The
Settlement Administrator shall be authorized to pay itself from the Maximum Settlement
Amount only after Individual Settlement Payments have been mailed to all Settlement Class
members.

9. **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, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Elida Corona as Class Representative for the Settlement Class;

- 1 D. Approving Apex Class Action Administration as Settlement Administrator;
- 2 E. Preliminarily approving this Settlement Agreement and its terms as fair,
3 reasonable, and adequate;
- 4 F. Approving the form and content of the Notice Packet (which is comprised of the
5 Class Notice, Notice of Individual Settlement Payment, Request for Exclusion
6 Form, and Dispute Form), and which counsel for all Parties shall mutually agree
7 upon before submitting to the Court, and directing the mailing of same; and
- 8 G. Scheduling a Final Approval hearing.

8 In support of Plaintiff's Motion for Preliminary Approval, Plaintiff's Counsel and Defendant's
9 Counsel will file declarations attesting to their knowledge of any representative or other
10 collective action currently pending in any court that asserts claims similar to those asserted in
11 this action. If any such actions are known to exist, the declaration(s) shall also state the name and
12 case number of any such case, the procedural status of that case, and describe the impact of the
13 settlement on that case.

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

- 14 A. Within fourteen (14) days of the Court signing an order preliminarily approving
15 this Settlement, Defendant will provide the Settlement Administrator with the
16 names, addresses, phone numbers, social security numbers, and information from
17 which the Settlement Administrator can calculate the workweek information for
18 each Settlement Class member during the Class Period and each PAGA Member
19 during the PAGA Period.
- 20 A. Within ten (10) business days from receipt of this information, the Settlement
21 Administrator shall (i) run the names of all Settlement Class members through the
22 National Change of Address ("NCOA") database to determine any updated
23 addresses for Settlement Class members; (ii) update the address of any Settlement
24 Class member for whom an updated address was found through the NCOA
25 search; (iii) calculate the estimated Individual Settlement Payment for each
26 Settlement Class member; and (iv) mail a Notice Packet in English and Spanish to
27 each Settlement Class member at his or her last known address or at the updated
28 address found through the NCOA search, and retain proof of mailing.
- B. 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 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 5 business days of obtaining the updated
address. The address identified by the Settlement Administrator as the current

1 mailing address shall be presumed to be the best mailing address for each
2 Settlement Class member. Settlement Class members to whom Notice Packets are
3 re-mailed after having been returned as undeliverable to the Settlement
4 Administrator shall have an additional 14 calendar days after the Response
5 Deadline to opt-out, object, or dispute their Settlement Payment. Notice Packets
6 that are re-mailed shall inform the recipient of this adjusted deadline.

7 C. Requests for Exclusion. Request for Exclusion Forms will be mailed to all
8 Settlement Class members in the Notice Packets. Any Settlement Class member
9 who wishes to opt-out of the Settlement must complete and mail a Request for
10 Exclusion Form to the Settlement Administrator within 60 calendar days of the
11 date of the initial mailing of the Notice Packets (the "Response Deadline").

12 i. The Notice Packet shall state that Settlement Class members who wish to
13 exclude themselves from the Settlement must submit a Request for Exclusion
14 Form by the Response Deadline. The Request for Exclusion Form must:
15 (1) contain the name, address, telephone number and the last four digits of the
16 Social Security number of the Settlement Class member; (2) contain a
17 statement that the Settlement Class member wishes to be excluded from the
18 class action portion of the Settlement; (3) be signed by the Settlement Class
19 member; and (4) be postmarked by the Response Deadline and mailed to the
20 Settlement Administrator at the address specified in the Class Notice. If the
21 Request for Exclusion does not contain the information listed in (1)-(3), it will
22 not be deemed valid for exclusion from the Settlement, except a Request for
23 Exclusion not containing a Settlement Class member's telephone number
24 and/or last four digits of the Social Security number will be deemed valid. The
25 date of the postmark on the Request for Exclusion shall be the exclusive
26 means used to determine whether a Request for Exclusion has been timely
27 submitted. Any Settlement Class member who requests to be excluded from
28 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, except as set forth in subsection ii
below.

ii. PAGA Members may not opt-out of the release of PAGA claims (as described
in Paragraph 3.B.) and will thus receive payment for their share of the PAGA
Amount even if they request exclusion from the class action portion of the
Settlement and do not receive a class portion of their Individual Settlement
Payment.

iii. 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.

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2 iv. All Request for Exclusions shall be submitted to the Court at the time Plaintiff
3 submits the Motion for Final Approval.

4 v. Defendant's Right to Rescind. Notwithstanding any other provision of this
5 Settlement Agreement, if ten percent (10%) or more of the total Settlement
6 Class members opt out of the Settlement, Defendant may, in its discretion,
7 withdraw from this Settlement. Defendant shall communicate its decision to
8 nullify the Settlement Agreement in writing to the Settlement Administrator
and Class Counsel within ten (10) days of receiving notice that 10% or more
of the Settlement Class members validly opted out of this Settlement.

9 D. Objections. Members of the Settlement Class who do not opt-out may object to
10 this Settlement Agreement as explained in the Class Notice by filing a written
11 objection with the Settlement Administrator (who shall serve all objections as
12 received on Class Counsel and Defendant's counsel) within the Response
13 Deadline. Following the Response Deadline, Class Counsel shall be responsible
14 for filing a single packet of all objections with the Court. Any such written
15 objections must contain the Settlement Class member's name, address, and last
16 four digits of his or her social security number. The objection must also be signed
17 by the Settlement Class member. Defendant's counsel and Class Counsel shall file
18 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. Settlement Class members need not submit written objections to be
heard by the Court at the Final Approval Hearing.

19 E. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to
20 a Settlement Class member shall disclose the amount of the Settlement Class
21 member's estimated Individual Settlement Payment and anticipated share of the
22 PAGA Amount, as well as all of the information that was used to calculate the
23 Individual Settlement Payment. Settlement Class members will have the
24 opportunity, should they disagree with Defendant's records regarding the
25 information stated in the Notice of Individual Settlement Payment, to provide
26 documentation and/or an explanation to show contrary information. Dispute
27 Forms will be mailed to all Settlement Class members in the Notice Packets. Any
28 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 make an
initial determination regarding the eligibility for, and the amounts of, any
Individual Settlement Payment under the terms of this Settlement Agreement.
However, if the Settlement Administrator and the Parties cannot agree on a
resolution, the Parties will request the Court make a final determination regarding

1 the dispute. Additionally, the Parties will file with the Court all disputes submitted
2 by Settlement Class members, the evidence submitted, and the resolution of the
3 disputes, and although the Settlement Administrator may make the initial decision
4 regarding claim disputes, the Court may review any decision made by the
5 Settlement Administrator regarding a claim dispute.

6 F. Defendant understands its legal obligation not to retaliate against the Settlement
7 Class members for their participation and/or election to participate in the benefits
8 to be afforded any of them by the Settlement and/or the Action.

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

12 A. Granting final approval to the Settlement Agreement and adjudging its terms to be
13 fair, reasonable, and adequate;

14 B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and
15 costs, Class Representative Enhancement Payment, settlement administration
16 costs, and payment to the LWDA for its share of civil penalties under PAGA; and

17 C. Entering judgment pursuant to California Rule of Court 3.769. A notice of the
18 Court's Final Judgment and Order will be posted on the Settlement
19 Administrator's website for at least thirty (30) days from the date of Final
20 Judgment for the Settlement Class members, in compliance with CRC Rule
21 3.771(b).

22 12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be
23 construed as an admission of any liability or that class certification is appropriate in any context
24 other than this Settlement. Each of the Parties has entered into this Settlement Agreement to
25 avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152,
26 this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve,
27 interpret, or enforce this Settlement Agreement. If the Effective Date does not occur or
28 Defendant fails to fully fund the Settlement, the Parties agree that this Settlement Agreement is
void, but remains protected by California Evidence Code § 1152.

13. **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 or their
counsel, 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.

14. **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 through the date of preliminary approval. Thereafter, the Parties
agree to make no comments to the media or otherwise publicize the terms of the Settlement.

15. **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

1 the addresses set forth below, or such other addresses as either Party may designate in writing
2 from time to time:

3 if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
4 2155 Campus Drive, Suite 180, El Segundo, CA 90265
5 fschmidt@haineslawgroup.com

6 if to Defendant: Leigh A. White of CDF Labor Law, LLP
7 18300 Von Karman Avenue, Suite 800, Irvine, CA 92612
8 lwhite@cdfllaborlaw.com

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

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

16 18. **Enforcement Action.** In the event that one more of the Parties institutes any legal action
17 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
18 Agreement or to declare rights and/or obligations under this Settlement Agreement, the
19 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
20 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with
21 any enforcement actions. This section will not entitle a third party, outside of the defined Parties
22 in this agreement, to seek attorney's fees and costs incurred with any enforcement action related
23 to this Settlement Agreement.

24 19. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil
25 Procedure § 664.6 and California Rules of Court Rule 3.769, the Orange County Superior Court
26 will retain jurisdiction over the Parties to enforce this Settlement Agreement until full
27 performance of the terms of the settlement has been completed.

28 **IN WITNESS THEREOF**, the Parties to this Settlement Agreement each acknowledge
that they have read the foregoing Settlement Agreement, accept and agree to the provisions
contained herein, and hereby execute it voluntarily and with full understanding of its
consequences.

DATED: June 13, 2025

WEST AMERICAN RUBBER COMPANY, LLC

By: 

Name: Timothy J. Hemstreet
Title: President & CEO

DATED: June 10, 2025

PLAINTIFF ELIDA CORONA

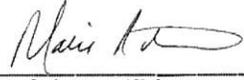
By: Elida Corona
Plaintiff and Settlement Class Representative

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APPROVED AS TO FORM:

DATED: June 13, 2025

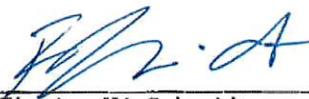
CDF LABOR LAW LLP

By: 

Leigh A. White
Marie D. DiSante
Attorneys for Defendant

DATED: June 12, 2025

HAINES LAW GROUP, APC

By: 

Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiff

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

CDF LABOR LAW LLP

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mdisante@cdfawborlaw.com
Leigh Ann White, State Bar No. 167477
lwhite@cdfawborlaw.com
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
Tel: (949) 622-1661
Fax: (949) 622-1669
Attorney for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ELIDA CORONA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WEST AMERICAN RUBBER COMPANY,
LLC, a California Limited Liability Company;
and DOES 1 through 100,

Defendants.

CASE NO. 30-2024-01383622-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Melissa R. McCormick, Dept. CX105]*

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

Action Filed: March 4, 2024
Trial Date: None Set

Leigh A. White

By:

Marie D. DiSante
Leigh A. White
Attorneys for Defendant

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EXHIBIT 2

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF ORANGE

3 ELIDA CORONA, as an individual and on behalf of
4 all others similarly situated,

5 Plaintiff,

6 vs.

7 WEST AMERICAN RUBBER COMPANY, LLC, a
8 California Limited Liability Company,

9 Defendant.

Case No. 30-2024-01383622-CU-OE-CXC

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant West American Rubber Company, LLC (“WARCO”) in California between March 4, 2020 and <<PRELIMINARY APPROVAL DATE>>.

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

10 You may be entitled to money from this Settlement. WARCO’s records show that you were employed by WARCO
11 as a non-exempt employee in California at some time between March 4, 2020, and <<PRELIMINARY APPROVAL
12 DATE>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to
13 money under the Settlement and because the Settlement affects your legal rights.

14 The purpose of this notice is to provide you with a brief description of the class and representative action lawsuit
15 identified at the top of this page (“Lawsuit”), to inform you of the terms of the Settlement, to describe your rights in
16 connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude
17 yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the
18 Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment
19 will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

20 Plaintiff Elida Corona (“Plaintiff”) brought this Lawsuit against WARCO, asserting claims on behalf of all
21 Settlement Class members. Plaintiff is known as the “Class Representative,” and Plaintiff’s attorneys, who also
22 represent the interests of all Settlement Class members, are known as “Class Counsel.”

23 In the Lawsuit, Plaintiff alleges that WARCO: (1) failed to pay all overtime wages; (2) failed to pay all minimum
24 wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to issue
25 accurate, itemized wage statements; (6) engaged in unfair competition; and (7) is liable for civil penalties under the
26 Private Attorneys General Act (“PAGA”).

27 WARCO denies that it has done anything wrong. WARCO denies that it owes Settlement Class members any
28 wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed
29 claims and should not be construed as an admission of liability on the part of WARCO, which expressly denies all
30 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 WARCO’s best interests and the
interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After WARCO
provided relevant information to Class Counsel, the Settlement was reached after mediation and negotiations
between the parties.

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

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

8 ***Who are the Attorneys?***

9 **Attorneys for Plaintiff and
10 Settlement Class Members:**

11 **HAINES LAW GROUP, APC**

12 Paul K. Haines (SBN 248226)
13 phaines@haineslawgroup.com
14 Fletcher W. Schmidt (SBN 286462)
15 fschmidt@haineslawgroup.com
16 Matthew K. Moen (SBN 305956)
17 mmoen@haineslawgroup.com
18 Susan J. Perez (SBN 329044)
19 sperez@haineslawgroup.com
20 2155 Campus Drive, Ste 180
21 El Segundo, California 90245
22 Tel: (424) 292-2350
23 Fax: (424) 292-2355

24 **Attorneys for WARCO:**

25 **CDF LABOR LAW LLP**

26 Marie D. DiSante, State Bar No. 138267
27 mdisante@cdflaborlaw.com
28 Leigh Ann White, State Bar No. 167477
lwhite@cdflaborlaw.com
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
Tel: (949) 622-1661
Fax: (949) 622-1669

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

30 On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of
31 all current and former non-exempt employees who worked for WARCO in California between March 4, 2020 and
32 <<PRELIMINARY APPROVAL DATE>>. Settlement Class members who do not submit a valid and timely
33 Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the
34 Settlement and will release their claims against WARCO, as described below in the “Release” section.

35 WARCO agreed to pay \$1,750,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the
36 Lawsuit, including payments to Settlement Class members, attorneys’ fees and expenses, settlement administration
37 costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil
38 penalties, and the Class Representative’s enhancement payment. WARCO will fund the Maximum Settlement
39 Amount within 30 days of the Court granting final approval of the settlement.

40 The following deductions from the Maximum Settlement Amount will be requested by the parties:

41 Settlement Administration Costs. The Court has approved Apex Class Action Administration to function as the
42 “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating
43 to the Settlement. The Court has approved setting aside up to \$6,500.00 from the Maximum Settlement Amount
44 to pay the settlement administration costs.

45 Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement
46 Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying
47 all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as
48 attorneys’ fees, which will be paid from the Maximum 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 \$583,333.33) as
reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit

1 through Settlement finalization. Class Counsel will also ask for reimbursement of up to \$50,000.00 for verified
2 costs which were incurred by Class Counsel in connection with the Lawsuit.

3 Class Representative's Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff
4 as the Class Representative's enhancement payment. This is meant to compensate Plaintiff for the service and
5 extra work provided on behalf of the Settlement Class members.

6 PAGA Payment to the State of California. The parties have agreed to allocate \$100,000.00 of the Maximum
7 Settlement Amount as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties (\$75,000.00) will
8 be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$25,000.00) will be payable
9 to the individuals with PAGA standing, i.e., all current and former non-exempt employees who worked for
10 WARCO in California between March 4, 2023 and <<PRELIMINARY APPROVAL DATE>> (the "PAGA
11 Members") as part of the Net Settlement Amount.

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

- 16 (i) The 25% share of PAGA civil penalties (\$25,000.00) will be distributed to PAGA Members proportionally
17 based on the number of pay periods that he or she worked for WARCO in California between March
18 4, 2023, and <<PRELIMINARY APPROVAL DATE>> (the "PAGA Period").
- 19 (ii) Ten percent (10%) of the Net Settlement Amount will be distributed to Settlement Class members
20 proportionally based on the number of workweeks that he or she worked for WARCO in California
21 between March 4, 2023, and <<PRELIMINARY APPROVAL DATE>>.
- 22 (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement
23 Class member based on the number of workweeks that he or she worked for WARCO in California
24 during the Class Period compared to the total number of workweeks worked by all participating
25 Settlement Class members during the Class Period.

26 Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement,
27 Individual Settlement Payments will be mailed to Settlement Class members who did not submit a valid and timely
28 Request for Exclusion. Each participating Settlement Class member who receives an Individual Settlement Payment
must cash that check within 180 days from the date the Settlement Administrator mails it. The Settlement
Administrator will distribute any funds resulting from checks not cashed within the 180-day check cashing deadline
to the California State Controller's Office Unclaimed Property Division in the name of the Settlement Class member
to whom the check was issued.

In the event that any issued settlement checks are returned to the Settlement Administrator as non-delivered, the
Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address, and shall re-mail the
settlement checks to the updated mailing addresses within five (5) business days of receiving the returned settlement
check.

23 Allocation and Taxes. Each Individual Settlement Payment will be allocated as 80% penalties and interest and 20%
24 wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an
25 IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W2 (for amounts paid as wages).
26 Payments made to PAGA Members will be attributed 100% to penalties and paid via an IRS Form 1099. The
27 Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes
28 and other legally required withholdings from each Individual Settlement Payment.

Release. If the Court approves the Settlement, each Settlement Class member who has not submitted a timely and
valid Request for Exclusion will fully release and discharge WARCO, and all of its present and former parent
companies, subsidiaries, divisions, shareholders, officers, directors, employees, successors and assigns (collectively
"Released Parties") from liability for all claims based on the factual allegations set forth in the operative complaint
in the Lawsuit or which could have been pled in the operative complaint in the Lawsuit based on the factual

1 allegations therein, that arose during the Class Period (the “Class Released Claims”). The time period covered by
2 this release will mirror the Class Period and will become effective upon the Effective Date (defined below).

3 All PAGA Members, regardless of whether they opt-out of the class action portion of the Settlement, will release
4 and discharge WARCO and the Released Parties from all civil penalties available under the PAGA based on the
5 factual allegations set forth in the operative complaint in the Lawsuit and Plaintiff’s March 4, 2024 PAGA Notice
6 letter to the LWDA, that arose during the PAGA Period (the “PAGA Released Claims”). The time period covered
7 by this release will be the same as the PAGA Period and will become effective upon the Effective Date.

8 The “Effective Date”. The Settlement shall become effective upon the Court’s signing of an Order granting final
9 approval of the Settlement Agreement and WARCO’s full funding of the entire Maximum Settlement Amount to the
10 third-party Settlement Administrator.

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

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

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

16 Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number
17 of workweeks that you worked during the Class Period and the number of pay periods that you worked during the
18 PAGA Period. The information contained in WARCO’s records regarding this information, along with your
19 estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If
20 you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along
21 with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement
22 Payment. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE
23 DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT
24 ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

28 Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself
by sending to the Settlement Administrator the attached “Request for Exclusion Form” postmarked no later than
<<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security
number, and your signature.

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
action portion of the Settlement, and shall receive no benefits from the class action portion of the 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 Settlement.

Additionally, all Requests for Exclusion will be submitted to the Court. The Settlement Administrator shall make an
initial determination regarding the eligibility for, and the amounts of, any Individual Settlement Payment under the
terms of this Settlement Agreement. However, if the Settlement Administrator, Class Counsel, and WARCO’s
Counsel cannot agree on a resolution, the Class Counsel and WARCO’s Counsel will submit the dispute to the Court
to make a final determination regarding the dispute. Additionally, Class Counsel and WARCO’s Counsel will file
with the Court all disputes submitted by Settlement Class members, the evidence submitted, and the resolution of the
disputes, and although the Settlement Administrator may make the initial decision regarding claim disputes, the
Court may review any decision made by the Settlement Administrator regarding a claim dispute.

1 PAGA Members may not opt-out of the release of PAGA claims and will thus receive payment for their share of
2 PAGA civil penalties even if they request exclusion from the class action portion of the Settlement and do not
3 receive a class portion of their Individual Settlement Payment. PAGA Members will be bound by the release in the
above mentioned "PAGA Released Claims," regardless of whether they cash their checks for their share of PAGA
civil penalties.

4 Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court
5 rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement,
6 or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may fill out the
attached "Objection Form" and mail it to the Settlement Administrator at <<ADMINISTRATOR CONTACT
7 INFO>>. Your written objection should include your name and address. Objections should be in writing and must
8 be postmarked on or before <<RESPONSE DEADLINE>>.

9 You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING
10 DATE/TIME>> in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd.
11 Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without
12 further notice to you. You may contact Class Counsel using the contact information provided above to confirm the
13 address and time of the hearing if you wish to appear in person. You have the right to appear either in person or
14 through your own attorney at this hearing to object to the settlement, whether or not you submit a written objection.
15 If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the
16 Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do
17 not object.

18 Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the
19 Settlement Administrator shall have an additional 14 calendar days after <<RESPONSE DEADLINE>> to opt-out,
20 object, or dispute their Settlement Payment. As such, this adjusted deadline shall end on <<RESPONSE
21 DEADLINE + 14 CALENDAR DAYS>>.

22 *What is the next step?*

23 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on
24 <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX105 of the Orange County Superior Court,
25 located at 751 West Santa Ana Blvd. Santa Ana, California 92701. The location, date, and time of the Final
26 Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact
27 information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on
28 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.**

If the Court grants Preliminary Approval of the Settlement, and later Final Approval of the Settlement, the
Settlement Administrator will post the following documents on its website: i) the operative complaint; ii) the PAGA
notice letter(s) to the LWDA (including Plaintiff's letter to the LWDA dated March 4, 2024); iii) the Settlement
Agreement and any amendments; iv) the Notice Packet; v) the orders granting Preliminary and Final Approval; vi)
and the Final Judgment and Order. The Settlement Administrator will post the above documents for at least 180 days
at the following website address: <<ADMINISTRATOR WEBSITE INFO>>.

29 *How can I get additional information?*

30 This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the
31 Court's
32 files and the Settlement Agreement at the Central Justice Center, located at 700 Civic Center Drive West, Santa Ana,
33 California 92701, during regular court hours. You may also view the online docket for this case using the online
34 search at <https://civilwebshopping.occourts.org/Search.do#searchAnchor> and inputting the case number (30-2024-
35 01383622) and year filed (2024). You may also contact Class Counsel using the contact information listed above for
36 more information.

1 PLEASE DO NOT CALL OR WRITE THE COURT, WARCO, OR ITS ATTORNEYS FOR INFORMATION ABOUT
2 THIS SETTLEMENT OR THE SETTLEMENT PROCESS

3 ***REMINDER AS TO TIME LIMITS***

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

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1 **NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT**

2 *ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC*
3 ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01383622-CU-OE-CXC

4 Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your
5 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 your current address on file with the Settlement Administrator.

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

7 _____
(First, Middle, Last)

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

9 _____
10 Former Names (if any)

11 _____
New Street Address

12 _____
13 City State Zip Code

14 **(III) Information Used to Calculate Your Individual Settlement Payment:**

15 According to West American Rubber Company, LLC's ("WARCO") records:

- 16 (a) You worked _____ workweeks for WARCO as a non-exempt employee in California between March 4,
2020, and <<PRELIMINARY APPROVAL DATE>>;
- 17 (b) You worked _____ workweeks for WARCO as a non-exempt employee in California between March 4,
2023, and <<PRELIMINARY APPROVAL DATE>>;
- 18 (c) You worked _____ pay periods for WARCO as a non-exempt employee in California between March 4,
2023, and <<PRELIMINARY APPROVAL DATE>>.

19 **Based on the above, your Individual Settlement Payment is estimated to be \$ _____ and your PAGA**
20 **payment is estimated to be \$ _____.**

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

23 _____
24 _____
25 If you dispute the above information from WARCO's records, those records will control unless you are able to
26 provide documentation that establishes that WARCO's records are mistaken. If there is a dispute about whether
27 WARCO's information or yours is accurate, and the dispute cannot be resolved informally, the Parties and the
28 Settlement Administrator will resolve the dispute 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: _____

1
2 **REQUEST FOR EXCLUSION FORM**

3 *ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC*
4 ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01383622-CU-OE-CXC

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

8 **APEX CLASS ACTION ADMINISTRATION**
9 ***ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC***
10 **SETTLEMENT ADMINISTRATOR**
11 **<<ADMINISTRATOR CONTACT INFO>>**

12 By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the
13 class action portion of the Settlement of the lawsuit entitled *ELIDA CORONA v. WEST*
14 *AMERICAN RUBBER COMPANY, LLC*, Orange County Superior Court Case No. 30-2024-
15 01383622-CU-OE-CXC.

16 **I WISH TO BE EXCLUDED FROM THE CLASS ACTION PORTION OF THE**
17 **SETTLEMENT IN THE *ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY,***
18 ***LLC*, LAWSUIT FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NO.**
19 **30-2024-01383622-CU-OE-CXC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED**
20 **FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM**
21 **THE CLASS ACTION PORTION OF THE SETTLEMENT OF THIS LAWSUIT.**

22 Name Telephone Number

23 Address

24 Date

Signature

25
26
27 Last Four Digits of Social Security Number: ____ ____ ____ ____
28

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OBJECTION FORM

ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2024-01383622-CU-OE-CXC

If you wish to object to the settlement, or any portion of it, you may complete, sign and mail this form, postmarked on or before **[RESPONSE DEADLINE]**, addressed as follows:

APEX CLASS ACTION ADMINISTRATION
ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC
SETTLEMENT ADMINISTRATOR
<<ADMINISTRATOR CONTACT INFO>>

Objecting Class Member Information:

Name Telephone Number

Address

Date Signature

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

Describe the nature and basis of each objection and please attach additional pages if necessary:

1 TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

2 CONDADO DE ORANGE

3 ELIDA CORONA, como individuo y en nombre de
4 todos los demás en situación similar,

5 Demandante,

6 vs.

7 WEST AMERICAN RUBBER COMPANY, LLC, una
8 sociedad de responsabilidad limitada de California,

9 Demandado.

Caso No. 30-2024-01383622-CU-OE-CXC

**AVISO DE DEMANDA COLECTIVA Y
ACUERDO DE PAGA**

10 Para : Todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado West American
11 Rubber Company, LLC ("WARCO") en California entre el 4 de marzo de 2020 y la <<FECHA DE
12 APROBACIÓN PRELIMINAR>>.

13 **POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE**
14 **ESTE AVISO SE LE PROPORCIONA EN INGLÉS Y ESPAÑOL**
15 **SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS YA SEA QUE USTED ACTÚE O NO**

16 Es posible que usted tenga derecho a recibir dinero de este Acuerdo. Los registros de WARCO indican que usted
17 trabajó para WARCO como empleado no exento en California entre el 4 de marzo de 2020 y la <<FECHA DE
18 APROBACIÓN PRELIMINAR>> (el "Período del Grupo"). El Tribunal ordenó que se le enviara este Aviso porque
19 podría tener derecho a recibir dinero en virtud del Acuerdo y porque este afecta sus derechos legales.

20 El propósito de este aviso es brindarle una breve descripción de la demanda colectiva y representativa identificada
21 en la parte superior de esta página («Demanda»), informarle sobre los términos del Acuerdo, describir sus derechos
22 en relación con el Acuerdo y explicarle los pasos que puede seguir para participar, oponerse o excluirse del
23 Acuerdo. Si no se excluye del Acuerdo y el Tribunal finalmente lo aprueba, quedará sujeto a los términos del
24 Acuerdo y a cualquier sentencia final. La notificación de la sentencia final se publicará en línea en <<URL DEL
25 SITIO WEB DEL ADMINISTRADOR>>.

26 ***¿De qué se trata este caso?***

27 La Demandante Elida Corona (la "Demandante") interpuso esta Demanda contra WARCO, presentando
28 reclamaciones en nombre de todos los miembros del Grupo del Acuerdo. La Demandante es conocida como la
"Representante del Grupo" y sus abogados, quienes también representan los intereses de todos los Miembros del
Grupo del Acuerdo, son conocidos como los "Abogados del Grupo".

En la Demanda, el Demandante alega que WARCO: (1) no pagó todos los salarios de horas extras; (2) no pagó todos
los salarios mínimos; (3) no proporcionó todos los períodos de comida; (4) no autorizó ni permitió todos los
períodos de descanso; (5) no emitió declaraciones de salario detalladas y precisas; (6) participó en competencia
desleal; y (7) es responsable de sanciones civiles en virtud de la Ley de Fiscales Generales Privados ("PAGA").

WARCO niega haber actuado mal. WARCO niega adeudar a los miembros del Grupo de Demandantes salarios,
restituciones, sanciones u otros daños. Por consiguiente, el Acuerdo constituye un acuerdo sobre las reclamaciones
en disputa y no debe interpretarse como una admisión de responsabilidad por parte de WARCO, que niega
expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de la Demandante. Sin embargo, para evitar
gastos adicionales, inconvenientes e interferencias con las operaciones comerciales, las partes concluyeron que lo
mejor para WARCO y los miembros del Grupo del Acuerdo es resolver la Demanda según los términos resumidos
en este Aviso. Después de que WARCO proporcionara información relevante a los Abogados del Grupo, se alcanzó
el Acuerdo tras mediación y negociaciones entre las partes.

1 El Representante y los Abogados del Grupo apoyan el Acuerdo. Entre las razones para apoyarlo se encuentran las
2 posibles defensas de responsabilidad de WARCO, el riesgo de denegación de la certificación del grupo, los riesgos
3 inherentes a un juicio sobre el fondo del asunto y las demoras e incertidumbres asociadas con el litigio en curso.

4 **Si usted aún trabaja para WARCO, su decisión de participar en el Acuerdo no afectará su empleo. La ley de**
5 **California y la política de WARCO prohíben estrictamente las represalias ilegales.** WARCO no tomará
6 ninguna acción laboral adversa contra, ni apuntará, tomará represalias ni discriminará de otro modo contra ningún
7 Miembro del Grupo del Acuerdo debido a su decisión de participar o no participar en el Acuerdo.

8 ***¿Quiénes son los abogados?***

9 **Abogados de la Demandante y de los**
10 **Miembros del Grupo del Acuerdo:**

11 **HAINES LAW GROUP, APC**

12 Paul K. Haines (SBN 248226)

13 phaines@haineslawgroup.com

14 Fletcher W. Schmidt (SBN 286462)

15 fschmidt@haineslawgroup.com

16 Matthew K. Moen (SBN 305956)

17 mmoen@haineslawgroup.com

18 Susan J. Pérez (SBN 329044)

19 sperez@haineslawgroup.com

20 2155 Campus Drive, Suite 180

21 El Segundo, California 90245

22 Teléfono: (424) 292-2350

23 Fax: (424) 292-2355

24 **Abogados de WARCO:**

25 **CDF LABOR LAW LLP**

26 Marie D. DiSante, Número de Licencia del Estado

27 No. 138267

28 mdisante@cdflaborlaw.com

29 Leigh Ann White, Número de Licencia del Estado

30 No. 167477

31 lwhite@cdflaborlaw.com

32 18300 Avenida Von Karman, Suite 800

33 Irvine, CA 92612

34 Teléfono: (949) 622-1661

35 Fax: (949) 622-1669

36 ***¿Cuáles son los términos del Acuerdo?***

37 El <<FECHA DE APROBACIÓN PRELIMINAR>>, el Tribunal certificó preliminarmente un grupo, solo a efectos
38 del acuerdo, de todos los empleados actuales y anteriores no exentos que trabajaron para WARCO en California
39 entre el 4 de marzo de 2020 y el <<FECHA DE APROBACIÓN PRELIMINAR>>. Los Miembros del Grupo del
40 Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna del Acuerdo de conformidad con los
41 procedimientos establecidos en este Aviso estarán sujetos al Acuerdo y liberarán sus reclamos contra WARCO,
42 como se describe a continuación en la sección "Liberación".

43 WARCO acordó pagar \$1,750,000.00 (el "Monto Máximo del Acuerdo") para resolver completamente todas las
44 reclamaciones de la Demanda, incluyendo los pagos a los Miembros del Grupo del Acuerdo, los honorarios y gastos
45 de los abogados, los costos de administración del acuerdo, el pago a la Agencia de Desarrollo del Trabajo y de la
46 Fuerza Laboral de California ("LWDA") por su parte de las sanciones civiles de PAGA y el Pago por Servicios del
47 Representante del Grupo. WARCO financiará el Monto Máximo del Acuerdo dentro de los 30 días posteriores a la
48 aprobación final del acuerdo por parte del Tribunal.

49 Las partes solicitarán las siguientes deducciones del Monto Máximo del Acuerdo:

50 Costos de Administración del Acuerdo. El Tribunal ha aprobado que Apex Class Action Administration actúe
51 como el "Administrador del Acuerdo", quien le envía este Aviso y desempeñará muchas otras funciones
52 relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$6,500.00 del Monto Máximo del Acuerdo
53 para cubrir los costos de administración del acuerdo.

54 Honorarios y gastos de abogados. Los abogados del Grupo han estado procesando la demanda en nombre de los
55 Miembros del Grupo del Acuerdo sobre la base de honorarios de contingencia (es decir, sin recibir pago alguno
56 hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará el monto real
57 otorgado a los abogados del Grupo como honorarios de abogados, que se pagarán del Monto Máximo del

1 Acuerdo. Los Miembros del Grupo del Acuerdo no son personalmente responsables de ninguno de los
2 honorarios o gastos de abogados de los abogados del Grupo. Los abogados del Grupo solicitarán honorarios de
3 hasta un tercio del Fondo Máximo del Acuerdo (que actualmente se estima en \$583,333.33) como
4 compensación razonable por el trabajo que los abogados del Grupo realizaron y continuarán realizando en esta
5 Demanda hasta la finalización del acuerdo. Los abogados del Grupo también solicitarán el reembolso de hasta
6 \$50,000.00 por los costos verificados en los que incurrieron los abogados del Grupo en relación con la
7 Demanda.

8 Pago por Servicios del Representante del Grupo. Los Abogados del Grupo solicitarán al Tribunal que otorgue
9 \$5,000.00 al Demandante como Pago por Servicios del Representante del Grupo. Esto tiene como objetivo
10 compensar al Demandante por el servicio y el trabajo adicional prestado en nombre de los Miembros del Grupo
11 del Acuerdo.

12 Pago de PAGA al Estado de California. Las partes han acordado asignar \$100,000.00 del Monto Máximo del
13 Acuerdo como sanciones civiles de PAGA. Según el Código Laboral, artículo 2699(i), el 75% de dichas
14 sanciones (\$75,000.00) se pagará a la LWDA por su parte de las sanciones de PAGA, y el 25% restante
15 (\$25,000.00) se pagará a las personas con legitimación para PAGA, es decir, todos los empleados actuales y
16 anteriores no exentos que trabajaron para WARCO en California entre el 4 de marzo de 2023 y la <<FECHA
17 DE APROBACIÓN PRELIMINAR>> (los "Miembros de PAGA") como parte del Monto Neto del Acuerdo.

18 Cálculo de los Pagos Colectivos Individuales para los Miembros del Acuerdo. Tras deducir los montos aprobados
19 por el Tribunal mencionados anteriormente, el saldo del Monto Máximo del Acuerdo constituirá el Monto Neto del
20 Acuerdo, que se distribuirá entre todos los miembros del Colectivo que no presenten una Solicitud de Exclusión
21 válida y oportuna (descrita a continuación). El Monto Neto del Acuerdo se dividirá de la siguiente manera:

22 (iv) La parte del 25% de las sanciones civiles de PAGA (\$25,000.00) se distribuirá entre los miembros de
23 PAGA proporcionalmente en función de la cantidad de periodos de pago que trabajaron para
24 WARCO en California entre el 4 de marzo de 2023 y la <<FECHA DE APROBACIÓN
25 PRELIMINAR>> (el "Período de PAGA").

26 (v) El diez por ciento (10%) del Monto Neto del Acuerdo se distribuirá entre los Miembros del Grupo del
27 Acuerdo de manera proporcional en función de la cantidad de semanas laborales que trabajaron para
28 WARCO en California entre el 4 de marzo de 2023 y la <<FECHA DE APROBACIÓN
29 PRELIMINAR>>.

30 (vi) El resto del Monto Neto del Acuerdo se distribuirá a cada Miembro Participante del Grupo del
31 Acuerdo en función de la cantidad de semanas laborales que trabajó para WARCO en California
32 durante el Período del Grupo, en comparación con la cantidad total de semanas laborales trabajadas
33 por todos los miembros participantes del Grupo del Acuerdo durante el Período del Grupo.

34 Pagos Colectivos Individuales del Acuerdo a los Miembros del Grupo. Si el Tribunal otorga la aprobación final del
35 Acuerdo, se enviarán por correo los Pagos Colectivos Individuales del Acuerdo a los Miembros del Grupo que no
36 presentaron una Solicitud de Exclusión válida y oportuna. Cada Miembro del Grupo que reciba un Pago Colectivo
37 Individual del Acuerdo deberá cobrar dicho cheque dentro de los 180 días siguientes a la fecha de envío del
38 Administrador del Acuerdo. El Administrador del Acuerdo distribuirá los fondos resultantes de los cheques no
39 cobrados dentro del plazo de 180 días a la División de Bienes No Reclamados de la Oficina del Contralor del Estado
40 de California, a nombre del Miembro del Grupo a quien se emitió el cheque.

41 En el caso de que algún cheque del acuerdo emitido sea devuelto al Administrador del Acuerdo como no entregado,
42 el Administrador del Acuerdo realizará un "rastreo de personas desaparecidas" para obtener una dirección postal
43 actualizada y volverá a enviar los cheques del acuerdo a las direcciones postales actualizadas dentro de los cinco (5)
44 días hábiles de recibir el cheque del acuerdo devuelto.

45 Asignación e Impuestos. Cada Pago Colectivo Individual del Acuerdo se asignará en un 80% a multas e intereses y
46 en un 20% a salarios. El Administrador del Acuerdo será responsable de emitir a los Miembros Participantes del
47 Grupo del Acuerdo un Formulario 1099 del IRS (para los montos pagados en concepto de multas e intereses) y un
48 Formulario W2 del IRS (para los montos pagados en concepto de salarios). Los pagos realizados a los Miembros de
49 PAGA se atribuirán en su totalidad a multas y se abonarán mediante un Formulario 1099 del IRS. El Administrador

1 del Acuerdo será responsable de calcular y retener todos los impuestos sobre la nómina de los empleados y otras
2 retenciones legalmente requeridas de cada Pago Colectivo Individual del Acuerdo.

3 Liberación. Si el Tribunal aprueba el Acuerdo, cada miembro del Grupo del Acuerdo que no haya presentado una
4 Solicitud de Exclusión válida y oportuna liberará y exonerará por completo a WARCO y a todas sus empresas
5 matrices, subsidiarias, divisiones, accionistas, funcionarios, directores, empleados, sucesores y cesionarios, actuales
6 y anteriores (en conjunto, las "Partes Liberadas") de toda responsabilidad por todas las reclamaciones basadas en las
7 alegaciones fácticas establecidas en la demanda operativa de la Demanda o que pudieran haberse alegado en la
8 demanda operativa de la Demanda con base en las alegaciones fácticas contenidas en la misma, que surgieron
9 durante el Período del Grupo (las "Reclamaciones Colectivas Liberadas"). El período cubierto por esta exención
10 coincidirá con el Período del Grupo y entrará en efecto en la Fecha de Entrada en Vigor (definida a continuación).

11 Todos los Miembros de PAGA, independientemente de si se excluyen de la parte de la demanda colectiva del
12 Acuerdo, liberarán a WARCO y a las Partes Liberadas de todas las sanciones civiles previstas en la PAGA, con base
13 en las alegaciones fácticas expuestas en la demanda operativa y en la carta de Notificación de PAGA del
14 Demandante del 4 de marzo de 2024 a la LWDA, que surgieron durante el Período de PAGA (las "Reclamaciones
15 de PAGA Liberadas"). El período cubierto por esta exención será el mismo que el Período de PAGA y entrará en
16 efecto en la Fecha de Entrada en Vigor.

17 La "Fecha de Entrada en Vigor". El Acuerdo entrará en vigor tras la firma de una Orden Judicial que otorgue la
18 aprobación final del Acuerdo y la financiación total por parte de WARCO del Monto Máximo del Acuerdo al
19 Administrador del Acuerdo externo.

20 ***¿Cómo puedo reclamar dinero del Acuerdo?***

21 No hacer nada. Si usted no hace nada, tendrá derecho a su Pago Colectivo Individual del Acuerdo, calculado según
22 la fórmula descrita anteriormente, tal como se indica en el Aviso de Pago Individual del Acuerdo adjunto. También
23 estará sujeto al Acuerdo, incluida la exención de reclamaciones mencionada anteriormente.

24 ***¿Qué otras opciones tengo?***

25 Información sobre la Disputa en el Aviso de Pago Individual del Acuerdo. Su indemnización se basa en la
26 proporción de semanas laborales trabajadas durante el Período del Grupo y la cantidad de períodos de pago durante
27 el Período PAGA. La información contenida en los registros de WARCO con respecto a esta información, junto con
28 su Pago Colectivo Individual del Acuerdo estimado, se encuentra en el Aviso de Pago Individual del Acuerdo
29 adjunto. Si usted no está de acuerdo con la información de su Aviso de Pago Individual del Acuerdo, puede
30 presentar una disputa, junto con la documentación de respaldo, de acuerdo con los procedimientos establecidos en el
31 Aviso de Pago Individual del Acuerdo. Cualquier disputa, junto con la documentación de respaldo, debe tener sello
32 postal fechado con fecha no posterior a **<<FECHA LÍMITE DE RESPUESTA>>**. **NO ENVÍE ORIGINALES; LA
33 DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI
34 CONSERVADA.**

35 Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y debatirán de buena fe cómo resolver
36 cualquier disputa presentada por los miembros del Grupo del Acuerdo. De no llegarse a un consenso, las disputas
37 pendientes se someterán al Tribunal para su resolución definitiva.

38 Excluirse del Acuerdo. Si **usted no desea participar** en el Acuerdo, puede excluirse enviando al Administrador del
39 Acuerdo el "Formulario de Solicitud de Exclusión" adjunto, con sello postal fechado no posterior a **la fecha límite de
40 respuesta, junto con su nombre, dirección, número** de teléfono, los últimos cuatro dígitos de su número de seguro
41 social y su firma.

42 Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo a la dirección **<<INFORMACIÓN DE
43 CONTACTO DEL ADMINISTRADOR>>**. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo
44 a tiempo dejará de ser Miembro del Grupo del Acuerdo, una vez recibida por el Administrador del Acuerdo, y no
45 podrá participar en la demanda colectiva del Acuerdo ni recibirá ningún beneficio de dicha demanda. **No presente
46 una Disputa y una Solicitud de Exclusión simultáneamente.** De lo contrario, la Solicitud de Exclusión será
47 inválida, se le incluirá en el Grupo del Acuerdo y quedará sujeto a los términos del Acuerdo.

1 Además, todas las solicitudes de exclusión se presentarán ante el Tribunal. El Administrador del Acuerdo tomará
2 una decisión inicial sobre la elegibilidad y los montos de cualquier Pago Individual del Acuerdo según los términos
3 de este Acuerdo. Sin embargo, si el Administrador del Acuerdo, los Abogados del Grupo y los Abogados de
4 WARCO no llegan a un acuerdo sobre una resolución, ambos presentarán la disputa ante el Tribunal para que tome
5 una decisión final. Además, los Abogados del Colectivo y los Abogados de WARCO presentarán ante el Tribunal
6 todas las disputas presentadas por los miembros del Colectivo, las pruebas presentadas y la resolución de las
7 disputas. Si bien el Administrador del Acuerdo puede tomar la decisión inicial sobre las disputas de reclamaciones,
8 el Tribunal podrá revisar cualquier decisión tomada por el Administrador del Acuerdo con respecto a una disputa de
9 reclamaciones.

10 Los miembros de PAGA no pueden renunciar a la liberación de sus reclamaciones y, por lo tanto, recibirán el pago
11 correspondiente a las sanciones civiles de PAGA, incluso si solicitan la exclusión de la parte de la demanda
12 colectiva del Acuerdo y no reciben la parte colectiva de su Pago Individual del Acuerdo. Los miembros de PAGA
13 estarán sujetos a la exención de las "Reclamaciones Liberadas de PAGA" mencionadas anteriormente,
14 independientemente de si cobran sus cheques correspondientes a las sanciones civiles de PAGA.

15 Objetar el Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal
16 rechaza su objeción, seguirá estando sujeto a los términos del Acuerdo. Si desea objetar el Acuerdo, o cualquier
17 parte de este (con excepción del Acuerdo de PAGA, al cual no puede objetar), puede completar el "Formulario de
18 Objeción" adjunto y enviarlo por correo al Administrador del Acuerdo a la dirección <<INFORMACIÓN DE
19 CONTACTO DEL ADMINISTRADOR>>. Su objeción por escrito debe incluir su nombre y dirección. Las
20 objeciones deben presentarse por escrito y deben tener sello postal fechado del <<FECHA LÍMITE DE
21 RESPUESTA>> o antes.

22 Usted también puede comparecer en la Audiencia de Aprobación Final programada para <<FECHA/HORA DE LA
23 AUDIENCIA DE APROBACIÓN FINAL>> en el Departamento CX105 del Tribunal Superior del Condado de
24 Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, California 92701. La ubicación, la fecha y la hora de la
25 Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede comunicarse con los Abogados del Grupo
26 utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la
27 audiencia si desea comparecer en persona. Usted tiene derecho a comparecer en persona o a través de su propio
28 abogado en esta audiencia para objetar el acuerdo, ya sea que presente o no una objeción por escrito. Si se opone al
Acuerdo, seguirá siendo miembro del Grupo del Acuerdo y, si el Tribunal aprueba el Acuerdo, estará sujeto a los
términos del Acuerdo de la misma manera que los miembros del Grupo del Acuerdo que no se opongan.

Los Miembros del Grupo del Acuerdo a quienes se les reenvían los Paquetes de Notificación tras haber sido
devueltos por imposibilidad de entrega al Administrador del Acuerdo tendrán 14 días calendario adicionales después
de la <<FECHA LÍMITE PARA RESPONDER>> para optar por no participar, objetar o disputar su Pago del
Acuerdo. Por lo tanto, este plazo ajustado finalizará el <<FECHA LÍMITE PARA RESPONDER + 14 DÍAS
NATURALES>>.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Final sobre la idoneidad, razonabilidad y equidad del Acuerdo
el <<FECHA/HORA DE LA AUDIENCIA DE APROBACIÓN FINAL>>, en el Departamento CX105 del Tribunal
Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, California 92701. La ubicación,
la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede comunicarse con
los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la
dirección y la hora de la audiencia. También se le solicitará al Tribunal que se pronuncie sobre la solicitud de los
Abogados del Grupo de honorarios de abogados y el reembolso de los costos y gastos documentados, el pago de la
mejora al Representante del Grupo, los costos del Administrador del Acuerdo y el monto relacionado con las
sanciones civiles de PAGA. **No es obligatorio que usted asista a la Audiencia de Aprobación Final.**

Si el Tribunal concede la Aprobación Preliminar del Acuerdo y, posteriormente, la Aprobación Final, el
Administrador del Acuerdo publicará los siguientes documentos en su sitio web: i) la demanda operativa; ii) la(s)
carta(s) de notificación de PAGA a la LWDA (incluida la carta del Demandante a la LWDA con fecha del 4 de
marzo de 2024); iii) el Acuerdo de Conciliación y sus modificaciones; iv) el Paquete de Notificación; v) las órdenes

1 que otorgan la Aprobación Preliminar y Final; vi) y la Sentencia y Orden Finales. El Administrador del Acuerdo
2 publicará los documentos anteriores durante al menos 180 días en la siguiente dirección web: <<INFORMACIÓN
3 DEL SITIO WEB DEL ADMINISTRADOR>>.

3 ***¿Cómo puedo obtener información adicional?***

4 Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede consultar los
5 archivos y el Acuerdo de Transacción en la Centro Central de Justicia, ubicada en 700 Civic Center Drive West,
6 Santa Ana, California 92701, durante el horario regular del Tribunal. Usted también puede consultar el expediente
7 en línea de este caso mediante la búsqueda en línea en
8 <https://civilwebshopping.occourts.org/Search.do#searchAnchor> e ingresando el número de caso (30-2024-
9 01383622) y el año de presentación (2024). También puede contactar a los Abogados del Grupo utilizando la
10 información de contacto indicada anteriormente para obtener más información.

8 **POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, A WARCO NI A SUS ABOGADOS PARA OBTENER
9 INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE ACUERDO.**

9 ***RECORDATORIO SOBRE LOS PLAZOS***

10 La fecha límite para presentar disputas, solicitudes de exclusión u objeciones es << FECHA LÍMITE DE
11 RESPUESTA >>.

1 **AVISO DE PAGO DE ACUERDO INDIVIDUAL**

2 *ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC*
3 TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01383622-CU-OE-CXC

4 Complete, firme, feche y devuelva este formulario a <<INFORMACIÓN DE CONTACTO DEL
5 ADMINISTRADOR>> SOLO SI (1) su información de contacto personal ha cambiado y/o (2) desea disputar la
6 información mencionada en la Sección (III) a continuación. Es su responsabilidad mantener su dirección actual
7 registrada ante el Administrador del Acuerdo.

8 (I) Por favor escriba o imprima su nombre:

9 _____
10 (Nombre, Segundo nombre, Apellido(s))

11 (II) Por favor escriba o imprima la siguiente información de identificación si su información de contacto
12 ha cambiado:

13 _____
14 Nombres anteriores (si los hubiera)

15 _____
16 Nueva dirección de calle

17 _____
18 Ciudad Estado Código postal

19 (III) Información utilizada para calcular su Pago Individual del Acuerdo:

20 Según los registros de West American Rubber Company, LLC (“WARCO”):

21 (d) Usted trabajó _____ semanas laborales para WARCO como empleado no exento en California entre el 4 de
22 marzo de 2020 y la <<FECHA DE APROBACIÓN PRELIMINAR>>;

23 (e) Usted trabajó _____ semanas laborales para WARCO como empleado no exento en California entre el 4 de
24 marzo de 2023 y la <<FECHA DE APROBACIÓN PRELIMINAR>>;

25 (f) Usted trabajó _____ periodos de pago para WARCO como empleado no exento en California entre el 4 de
26 marzo de 2023 y la <<FECHA DE APROBACIÓN PRELIMINAR>>.

27 Con base en lo anterior, su Pago Individual del Acuerdo se estima en \$ _____ y su pago PAGA se
28 estima en \$ _____.

(IV) Si usted no está de acuerdo con los puntos (a) a (c) de la Sección (III) anterior, explique por qué en el
espacio provisto a continuación e incluya copias de cualquier evidencia o documentación de respaldo
con este formulario:

29 _____
30 _____
31 Si usted disputa la información anterior de los registros de WARCO, estos registros prevalecerán a menos que pueda
32 proporcionar documentación que demuestre que los registros de WARCO son erróneos. Si existe una disputa sobre
33 la exactitud de la información de WARCO o la suya, y la disputa no puede resolverse informalmente, las Partes y el
34 Administrador del Acuerdo resolverán la disputa como se describe en el Aviso Colectivo que acompaña a este
35 Formulario. Cualquier disputa no resuelta se someterá al Tribunal para una decisión final.

36 **CUALQUIER DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE RESPALDO, DEBE
37 TENER SELLO POSTAL ESTAMPADO NO POSTERIOR A <<FECHA LÍMITE DE RESPUESTA>>.**

38 Firma: _____ Fecha: _____

1
2 **FORMULARIO DE SOLICITUD DE EXCLUSIÓN**

3 *ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC*
4 TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01383622-CU-OE-CXC

5 **SI USTED NO DESEA FORMAR PARTE DEL ACUERDO DE DEMANDA**
6 **COLECTIVA, DEBE COMPLETAR, FIRMAR Y ENVIAR POR CORREO ESTE**
7 **FORMULARIO, CON SELLO POSTAL ESTAMPADO DEL [FECHA LÍMITE DE**
RESPUESTA] O ANTES, CON LA SIGUIENTE DIRECCIÓN:

8 **APEX CLASS ACTION ADMINISTRATION**
9 ***ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC***
10 **SETTLEMENT ADMINISTRATOR**
11 **<<DATOS DE CONTACTO DEL ADMINISTRADOR>>**

12 Al firmar, completar y devolver este formulario, confirmo que ***no quiero*** ser incluido en la parte
13 de demanda colectiva del acuerdo de la demanda titulada *ELIDA CORONA v. WEST*
14 *AMERICAN RUBBER COMPANY, LLC*, Tribunal Superior del Condado de Orange, Caso No.
15 30-2024-01383622-CU-OE-CXC.

16 **DESEO SER EXCLUIDO DE LA DEMANDA COLECTIVA DEL ACUERDO EN EL**
17 **CASO *ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC*, DEMANDA**
18 **INTERPUESTA ANTE EL TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE,**
19 **CASO NO. 30-2024-01383622-CU-OE-CXC. COMPRENDO QUE, SI SOLICITO MI**
20 **EXCLUSIÓN DEL ACUERDO, NO RECIBIRÉ DINERO DE LA DEMANDA**
21 **COLECTIVA.**

22 Nombre _____ Número de teléfono _____

23 Dirección _____

24 Fecha _____

Firma _____

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26
27 Últimos cuatro dígitos del número de Seguro Social: _____

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FORMULARIO DE OBJECCIÓN

ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC
TRIBUNAL SUPERIOR DEL CONDADO DE ORANGE, CASO NO. 30-2024-01383622-CU-OE-CXC

Si usted desea presentar objeciones al acuerdo, o a cualquier parte del mismo, puede completar, firmar y enviar por correo este formulario, con sello postal estampado del **FECHA LÍMITE DE RESPUESTA** o antes, a la siguiente dirección:

APEX CLASS ACTION ADMINISTRATION
ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC
SETTLEMENT ADMINISTRATOR
<<DATOS DE CONTACTO DEL ADMINISTRADOR>>

Información del Miembro del Grupo que presenta la objeción:

Nombre Número de teléfono

Dirección

Fecha Firma

Últimos cuatro dígitos del número de Seguro Social: ____ _

Describa la naturaleza y la base de cada objeción y adjunte páginas adicionales si es necesario:
