

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-OE-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:

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

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

- A. All members of the Settlement Class who do not opt-out will release and discharge Defendant and the Released Parties from liability for all claims based on the factual allegations set forth in the operative complaint in the Action or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the Class Period (the “Class Released Claims”). The time period covered by this release will mirror the Class Period and will become effective upon the Effective Date (as defined in 3.D).
- B. All PAGA Members, regardless of whether they opt-out of the class action portion of the Settlement, will release and discharge Defendant and the Released Parties from all civil penalties available under the PAGA based on the factual allegations set forth in the operative complaint in the Action and Plaintiff’s March 4, 2024 PAGA Notice letter to the LWDA, that arose during the PAGA Period (the “PAGA Released Claims”). The time period covered by this release will mirror the PAGA Period and will become effective upon the Effective Date (as defined in 3.D).
- C. Plaintiff agrees to release, as an individual and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a 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 Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

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

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

- A. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator to administer this Settlement.
- B. Defendant shall pay the Maximum Settlement Amount and the employer's-share of payroll taxes on the portion allocated as wages within thirty (30) days after the Court signs an Order granting final approval of the Settlement.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are not to exceed \$6,500.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$583,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, to be no greater than \$50,000.00; and
 - (5) \$100,000.00 of the Maximum Settlement Amount has been set aside by the 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 potential Settlement Class members as of the date of mediation. If the actual number of aggregate workweeks worked by the Settlement Class Members exceeds this figure by 10% or more (i.e., if there are 35,981 or more aggregate workweeks worked by the Settlement Class members), Defendant shall have the option to either: (a) increase the Maximum Settlement Amount on a proportional basis (e.g., if there was a 12% increase in the 32,710 number of aggregate workweeks,

Defendant shall increase the Maximum Settlement Amount by 2%); or (b) end the Class Period on the date when the aggregate workweeks worked by the Settlement Class Members reached 35,980.

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

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

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
- i. PAGA Amount: The \$25,000.00 payable to PAGA Members as PAGA civil penalties shall be designated as the "PAGA Amount." Each individual who was employed by Defendant at any time during the PAGA Period, shall receive a portion of the PAGA Amount based on the number of pay periods that he or she worked during the PAGA Period compared to the total number of pay periods worked by all PAGA Members during the PAGA Period.
 - ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between March 4, 2023 and the close of the Class Period, shall 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.
 - iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on the number of workweeks that he or she worked during the Class Period compared to the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. Within 10 business days following the funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will

calculate each Settlement Class member's Individual Settlement Payment, and each PAGA member's PAGA Amount, and will prepare and mail Individual Settlement Payments to Settlement Class members and PAGA Amounts to the PAGA members. The Settlement Administrator will also mail any amounts awarded to Plaintiff for the Class Representative Enhancement Payment, as well as the amounts awarded to Class Counsel for attorneys' fees and costs by the same deadline. Should any issued settlement checks be 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.

- D. Each Individual Settlement Payment shall be allocated as 20% wages and 80% penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Payments made to PAGA Members for their portion of the PAGA Amount will be attributed 100% to penalties and paid via an IRS Form 1099. The Settlement Administrator will be responsible for issuing to PAGA members an IRS Form 1099 for amounts paid as penalties. Settlement Class members will be responsible for their share of the employee-side payroll taxes for the portion of Individual 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.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$583,333.33. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$50,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in

connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. 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. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for these amounts.

7. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. 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. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

8. **Settlement Administrator.** Defendant agrees to the appointment of Apex Class Action Administration as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$6,500.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for translating and sending notices to the Settlement Class members in English and Spanish, for calculating Individual Settlement Payments and PAGA Amounts, and for preparing all checks and mailings. The Settlement Administrator shall also be responsible for maintaining a website and posting important documents from the case for the Settlement Class members, including copies of the operative 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;
- D. Approving Apex Class Action Administration as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Notice of Individual Settlement Payment, Request for Exclusion Form, and Dispute Form), and which counsel for all Parties shall mutually agree upon before submitting to the Court, and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

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

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

- A. Within fourteen (14) days of the Court signing an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, addresses, phone numbers, social security numbers, and information from which the Settlement Administrator can calculate the workweek information for each Settlement Class member during the Class Period and each PAGA Member during the PAGA Period.
- A. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet in English and Spanish to each Settlement Class member at his or her last known address or at the updated 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 mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- C. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member

who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the class action portion of the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from 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.
- iv. All Request for Exclusions shall be submitted to the Court at the time Plaintiff submits the Motion for Final Approval.
- v. Defendant’s Right to Rescind. Notwithstanding any other provision of this Settlement Agreement, if ten percent (10%) or more of the total Settlement Class members opt out of the Settlement, Defendant may, in its discretion, withdraw from this Settlement. Defendant shall communicate its decision to 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.

- D. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel) within the Response Deadline. Following the Response Deadline, Class Counsel shall be responsible for filing a single packet of all objections with the Court. Any such written objections must contain the Settlement Class member's name, address, and last four digits of his or her social security number. The objection must also be signed by the Settlement Class member. Defendant's counsel and Class Counsel shall file 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.
- E. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment and anticipated share of the PAGA Amount, as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Dispute Forms will be mailed to all Settlement Class members in the Notice Packets. Any 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 the dispute. Additionally, the Parties 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.
- F. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for at least thirty (30) days from the date of Final Judgment for the Settlement Class members, in compliance with CRC Rule 3.771(b).

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Effective Date does not occur or 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 the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

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

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

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

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

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

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

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

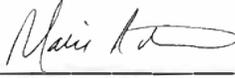
PLAINTIFF ELIDA CORONA

By: Elida Corona
Plaintiff and Settlement Class Representative

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