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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**

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

17 Plaintiff,

18 vs.

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

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

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ATTORNEYS' FEES
AND COSTS, AND JUDGMENT**

Date: May 28, 2026

Time: 2:00 p.m.

Dept.: CX105

Action Filed: March 4, 2024

Trial Date: None Set

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION
SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENT PAYMENT, AND ATTORNEYS'
FEES AND COSTS, AND JUDGMENT**

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1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.
2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

3. The Court further approves the Settlement Agreement’s resolution of claims under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). The “PAGA Members” subject to the PAGA settlement shall be defined as:

All current and former non-exempt employees who worked for Defendant in California between March 4, 2023 and October 7, 2025 (the “PAGA Period”).

1 4. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher W.
2 Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC are hereby confirmed
3 as Class Counsel.

4 5. Notice was provided to Settlement Class members as set forth in the Settlement,
5 which was preliminarily approved by the Court on January 15, 2026, and the notice process has
6 been completed in accordance with the Settlement and the Court's Preliminary Approval Order.
7 The Court finds that said notice was the best notice practicable under the circumstances. The
8 approved Notice of Class and PAGA Action Settlement, Notice of Individual Settlement
9 Payment, Request for Exclusion Form, and Objection Form (collectively, the "Notice Packet")
10 provided due and adequate notice of the proceedings and matters set forth therein, informed
11 Settlement Class members of their rights, and fully satisfied the requirements of California Code
12 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

13 6. The Court finds that no Settlement Class members objected to the Settlement, that
14 no Settlement Class members submitted workweek disputes, that only one Settlement Class
15 member opted out, and that the 99.59% participation rate supports final approval of the
16 Settlement. Pursuant to the Settlement Administrator's declaration filed in support of Plaintiff's
17 Final Approval Motion, there are 244 participating Settlement Class members and 190 PAGA
18 Members.

19 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
20 adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

21 8. For purposes of settlement only, the Court finds that: (a) the members of the
22 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
23 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
24 community of interest exists among the members with respect to the subject matter of the
25 litigation; (c) the claims of the Class Representative are typical of the claims of the Class
26 Members; (d) the Class Representative has fairly and adequately protected the interests of the
27 Settlement Class; (e) a class action is superior to other available methods for the fair and efficient
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adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent the Class Representative and the Settlement Class.

9. The Court finds that, in light of the absence of objections to the Settlement, this Order shall be deemed final as of the date of its entry.

10. The Court finds that the Individual Settlement Payments, as provided for in section 5 of the Settlement Agreement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the payments in accordance with the terms of the Settlement.

11. The Court orders Defendant to deposit the Maximum Settlement Amount (“MSA”) of \$1,750,000.00 with the Settlement Administrator no later than thirty (30) days after the date this Order is signed.

12. The Court finds that a Class Representative Enhancement Payment in the amount of \$5,000.00 to Plaintiff is appropriate for Plaintiff’s contributions to the Action and service to the Settlement Class. The Court orders the Settlement Administrator to distribute this payment in accordance with the terms of the Settlement.

13. The Court finds that attorneys’ fees in the amount of \$583,333.33 and litigation costs of \$29,645.38 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$6,500.00 from the MSA in accordance with the terms of the Settlement, for all work performed and to be performed until the completion of this matter.

15. The Court finds that the \$100,000.00 designated for civil penalties under PAGA is fair, reasonable, and adequate. Of this amount, 75% (\$75,000.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25% (\$25,000.00) will be distributed to PAGA Members pursuant to Labor Code § 2699(i). The Court directs the Settlement Administrator to distribute these amounts in accordance with the terms of the Settlement.

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1 16. The Court orders that all settlement checks shall be negotiable for 180 calendar
2 days from the date of issuance, and that any checks remaining uncashed after this period shall be
3 transferred to the California State Controller’s Office to be held pursuant to the Unclaimed
4 Property Law, California Civil Code § 1500 *et seq.*, in the name of the intended recipient.

5 17. Upon the Effective Date (defined as the date upon which the Court signs an order
6 granting final approval of the Settlement Agreement and Defendant deposits the MSA), Plaintiff
7 and every member of the Settlement Class (except those who opt out of the Settlement) will
8 release and discharge Defendant and all of its present and former parent companies, subsidiaries,
9 divisions, shareholders, officers, directors, employees, successors and assigns (collectively,
10 “Released Parties”) from liability for all claims based on the factual allegations set forth in the
11 operative First Amended Complaint in the Action or which could have been pled in the operative
12 First Amended Complaint in the Action based on the factual allegations therein, that arose during
13 the Class Period. The time period covered by this release will mirror the Class Period.

14 18. Upon the Effective Date (defined as the date upon which the Court signs an order
15 granting final approval of the Settlement Agreement and Defendant deposits the MSA), all PAGA
16 Members, regardless of whether they opt-out of the class action portion of the Settlement, will
17 release and discharge Defendant and the Released Parties from all civil penalties available under
18 the PAGA based on the factual allegations set forth in the operative First Amended Complaint in
19 the Action and Plaintiff’s March 4, 2024 PAGA Notice letter to the LWDA, that arose during the
20 PAGA Period. The time period covered by this release will mirror the PAGA Period.

21 19. This document shall constitute a Final Judgment pursuant to California Rule of
22 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
23 approval hearing, the court must make and enter judgment. The judgment must include a provision
24 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
25 The court may not enter an order dismissing the action at the same time as, or after, entry of
26 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Order of Final
27 Approval, and this Judgment pursuant to California Code of Civil Procedure Section 664.6 and
28 California Rule of Court 3.769(h).

1 20. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
2 Order of Final Approval and Judgment be posted on the Settlement Administrator's website for
3 180 days for the Settlement Class members, in accordance with the terms of the Settlement.

4 21. A Final Accounting Hearing is set for March 10, 2027, at 9:00 a.m. in Department
5 CX105. Plaintiff shall file a Final Accounting Report at least nine (9) court days before the final
6 accounting hearing regarding the status of settlement administration. The Final Accounting
7 Report must include all information necessary for the Court to determine the total amount actually
8 paid to Settlement Class members and any amounts tendered to the State Controller's Office under
9 the Unclaimed Property Law.

10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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12 Dated: _____, 2026

Honorable Melissa R. McCormick
Judge of the Superior Court