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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]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: August 7, 2025
Time: 2:00 p.m.
Dept.: CX105
Reservation ID No.: 74605857

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

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I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and co-counsel for the named Plaintiff Elida Corona (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Raul Camacho, et al.*
25 *v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange
26 County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for
27 work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028,
28 Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an

hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); and *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action Administration. Further, after conducting a reasonable inquiry, I am not aware of any class, representative or other collective action pending in any court that asserts claims similar to those in this action that could be extinguished or adversely affected by this Settlement.

9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception, and believe that the proposed Stipulation of Settlement ("Settlement

Agreement” or “Settlement”) is a fair and reasonable result for the participating Settlement Class members.

10. This non-reversionary \$1,750,000.00 class action settlement benefits approximately 205 potential Settlement Class members. After Court-approved deductions for the Class Representative Enhancement Payment, settlement administrator costs, the Private Attorneys General Act (“PAGA”) payment to the Labor & Workforce Development Agency (“LWDA”), and attorneys’ fees and costs to my firm, the remaining Net Settlement Amount (“NSA”) is estimated to be no less than \$1,030,166.67. This results in average Individual Settlement Payments of approximately \$5,025.20, with the lowest possible estimated Individual Settlement Payment of \$31.49 and the highest estimated Individual Settlement Payment of \$8,723.82. Additionally, PAGA Members will receive average shares of the PAGA Amounts of approximately \$219.30, with the lowest possible estimated PAGA share of \$3.98 and the highest estimated PAGA share of \$241.00.

11. Attached hereto as **Exhibit 1** is a true and correct copy of the parties’ Settlement Agreement. Attached hereto as **Exhibit 2** is a true and correct copy of the proposed Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment, Request for Exclusion Form, and Objection Form (collectively, the “Notice Packet”).

12. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff’s March 4, 2024 PAGA Notice Letter to the LWDA and the LWDA’s Confirmation of Receipt.

13. Additionally, because the proposed Settlement includes settlement of Plaintiff’s representative PAGA claim, notice of the Settlement has been submitted to the LWDA. Specifically, concurrently with the filing of Plaintiff’s Notice of Motion and Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”), Plaintiff provided copies of the Settlement Agreement, the Proposed Order, and all declarations filed in support of the Motion to the LWDA. Attached hereto as **Exhibit 4** is a true and correct copy of Plaintiff’s Settlement Submission to the LWDA and the LWDA’s Confirmation of Receipt.

14. Defendant West American Rubber Company, LLC (“Defendant”) manufactures rubber products for various industries. Plaintiff has been employed by Defendant as a non-exempt

1 “Machine Operator” from approximately 1997 until the present. Plaintiff’s primary job duties
2 include sorting and cutting rubber material using machinery and via hand trimming. Like all
3 Settlement Class members, Plaintiff was subject to Defendant’s wage and hour policies and
4 practices.

5 15. On March 4, 2024, Plaintiff filed the initial complaint in this action, alleging
6 Defendant failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii)
7 provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) issue
8 accurate and itemized wage statements; and (vi) comply with California’s Unfair Competition
9 laws. On May 9, 2024, Plaintiff filed the operative FAC, adding a cause of action for civil
10 penalties under PAGA, premised on the underlying Labor Code violations contained in the initial
11 complaint and Plaintiff’s letter to the LWDA.

12 16. In anticipation of mediation, Defendant provided Plaintiff with a 20%
13 representative sampling of the Settlement Class members’ timekeeping and payroll records
14 spanning the relevant time period, as well as key data points and all relevant policy documents.
15 Plaintiff then retained an expert with a Ph.D. in economics to examine Defendant’s produced data
16 and conduct a comprehensive exposure analysis for the claims at issue.

17 17. On December 18, 2024, the Parties attended an early private mediation with
18 respected wage and hour mediator Jeffrey A. Ross, Esq. During mediation, the Parties debated
19 the legal bases for their claims and defenses, their respective data analyses, and their positions.
20 At the conclusion of mediation, Mr. Ross made a mediator’s proposal to fully resolve the claims
21 in this action, which the parties ultimately accepted. Over the following months, the Parties
22 negotiated and executed the long-form Settlement Agreement that is now before this Court for
23 preliminary approval.

24 18. Plaintiff asserts that, throughout the putative class period, Defendant maintained
25 an unlawful rounding practice that resulted in Defendant systematically underpaying Plaintiff and
26 Settlement Class members all earned wages. Specifically, Plaintiff claims Defendant records
27 Plaintiff’s and Settlement Class members’ clock in and clock out timeclock punches to the minute,
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1 but rounds Plaintiff's and Settlement Class members' timekeeping entries in an uneven manner
2 to the employees' detriment, resulting in unpaid minimum and overtime wages.

3 19. In response, Defendant contends that its timekeeping practices are lawful, that
4 employees are paid for all time actually worked in accordance with company policies and
5 practices, and that its timekeeping practice is neutral and operates in an even-handed way, which
6 Defendant asserts is lawful under the court's ruling in *See's Candy Shops, Inc. v. Superior Court*
7 (2012) 210 Cal.App.4th 889. Moreover, Defendant contends that Plaintiff could not certify this
8 claim, as it would require individualized inquiries into each employee on a pay period by pay
9 period basis as to what time an individual actually worked, notwithstanding early or late time
10 punches, particularly since Defendant asserts its employees customarily did not begin work
11 immediately after clocking in, but rather spent time prior to their scheduled shift start time putting
12 away belongings and/or in the break room, rather than performing compensable work. As a result,
13 whether an employee was overpaid or underpaid based on Defendant's timekeeping practice
14 would result in an unmanageable series of mini-trials. Finally, because *Camp v. Home Depot*
15 *U.S.A., Inc.* has been granted review by the California Supreme Court, Defendant asserted that
16 the decision is only persuasive, not binding authority. Plaintiff faces the risk that the *Camp*
17 holding could be reversed, rendering Plaintiff's reliance on *Camp* misplaced, and Defendant
18 claims that under *See's Candy Shops, Inc. v. Superior Court*, its rounding practice will be found
19 neutral and lawful.

20 20. Plaintiff further asserts that Defendant failed to provide the Settlement Class
21 members with all timely duty-free, uninterrupted 30-minute meal periods to which they were
22 entitled. Specifically, Plaintiff claims Defendant required Plaintiff and other non-exempt
23 employees to work on projects that could not be stopped and later resumed once they were
24 initiated, which caused Plaintiff and other non-exempt employees to regularly not be provided
25 with meal periods commencing prior to the conclusion of the fifth hour of work, and/or after the
26 tenth hour of work for shifts longer than 10.0 hours, or being forced due to work demands to skip
27 their meal periods entirely. Further, Plaintiff asserts Defendant failed to pay all meal period
28 premiums owed during the relevant time period, which is itself a certifiable issue.

1 21. In response, Defendant contends it maintained lawful meal period
2 policies/practices throughout the Class Period. Specifically, Defendant argues that Plaintiff's
3 claim will fail on its merits, and asserts that Plaintiff and Settlement Class members worked in a
4 location of Defendant's facility where machines did not need to keep running at all times,
5 therefore providing ample ability for Settlement Class members to take all provided meal periods.
6 Defendant further contends that Plaintiff's meal period claim is not suited for class certification
7 as individual inquiries would be required to assess whether an employee chose to not take an
8 otherwise provided meal period, whether was an employee ever validly waived a meal period,
9 and whether a premium was paid on each shift in which a meal period was truly not provided,
10 resulting in an unmanageable series of mini-trials.

11 22. Plaintiff alleges that Defendant failed to authorize and permit employees to take
12 all lawful rest periods to which they were entitled. Specifically, Plaintiff asserts that Defendants
13 failed to authorize and permit a "net" rest period of 10-minutes beginning when the employee
14 reaches a rest area away from his or her workstation, instead only providing exactly 10 minute
15 rest periods beginning the moment an employee leaves their workstation and ending the moment
16 the employee returns to their workstation, without accounting for the time required for the
17 employee to walk to and from the designated breakroom from their workstation.

18 23. Defendant maintains it authorized and permitted the Settlement Class members to
19 take all lawful rest periods to which they are entitled. Defendant argues its employees are not
20 required to go to the breakrooms for rest periods, and are authorized and permitted to take rest
21 periods of 15 to 18-minutes, thereby subsuming any time required to walk back and forth from
22 the break room to the workstation. Further, Defendant asserts that this claim is not suited for class
23 certification, as it requires individualized inquiries into whether each employee was authorized
24 and permitted to take a lawful rest period and on which days, which Defendant argues Plaintiff
25 will be unable to substantiate with any common, documentary evidence, as rest periods are not
26 required to be recorded, resulting in an unmanageable series of mini-trials.

27 24. As a result of Defendant's failure to pay all overtime wages, minimum wages, and
28 meal period and rest period premiums, Plaintiff contends that Defendant is liable for derivate

1 wage statement violations and civil penalties under the PAGA. Defendant argues that Plaintiff's
2 underlying claims will fail and, as a result, the derivative wage statement and PAGA claims must
3 also fail. Defendant also maintains that Plaintiff cannot show that the alleged wage statement
4 violations were not "knowing and intentional," or that the putative class members "suffer[ed]
5 injury," as required by Labor Code § 226(e) for imposition of penalties. Defendant also maintains
6 that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce
7 any PAGA penalties awarded.

8 25. In connection with mediation, Defendant provided Plaintiff with timekeeping and
9 payroll records for a representative sample of 20% of the Settlement Class members spanning the
10 entire Class Period, as well as key policy documents and data points. Plaintiff then retained an
11 expert with a Ph.D. in economics to analyze the produced data and create a class-wide exposure
12 model for the claims at issue. On December 18, 2024, the Parties participated in a mediation
13 session with Jeffrey A. Ross, Esq., an experienced and respected wage and hour mediator, during
14 which the Parties exchanged divergent views on Defendant's liability and exposure valuations,
15 their legal positions, and the likelihood of certification of Plaintiff's claims. At the conclusion of
16 mediation, Mr. Ross made a mediator's proposal that the Parties ultimately accepted. Over the
17 following months, the Parties finalized the terms of the proposed Settlement now before the Court
18 for preliminary approval.

19 26. Defendant's records indicate that there are approximately 205 potential Settlement
20 Class members who worked approximately 32,710 workweeks during the Class Period. Based on
21 the proposed allocations of the Net Settlement Amount, participating Settlement Class members
22 will receive an average payment of \$5,025.20. There are also approximately 114 PAGA Members
23 who worked approximately 6,276 pay periods during the PAGA Period. The average share of
24 PAGA civil penalties to PAGA Members is approximately \$219.30.

25 27. My firm will also apply for an attorneys' fee award of \$583,333.33 (one-third of
26 the Maximum Settlement Amount) and up to \$50,000.00 in verified costs. Plaintiff submits that
27 the requested fee is fair compensation for the undertaking of complex, risky, expensive, and time-
28 consuming litigation on a purely contingent fee basis. My firm has incurred substantial attorneys'

1 fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research
2 and analysis, reviewing class documents and data produced by Defendant, extensively reviewing
3 and evaluating the produced timekeeping and payroll records with the assistance of a retained
4 expert to build a comprehensive damages model, preparing for and attending mediation,
5 negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement,
6 and Notice Packet documents, preparing this motion for preliminary approval, and otherwise
7 litigating the case. My firm will also expend future attorney time in attending the hearing on the
8 Motion, overseeing the Notice process and fielding questions from Settlement Class members,
9 drafting the Final Approval Motion along with supporting documents, and attending the final
10 approval hearing, among other tasks. Should the Court grant preliminary approval, my firm will
11 seek an award of attorneys' fees and verified litigation costs at the time of seeking final approval
12 of the Settlement.

13 28. My firm utilized the expert services of Dr. J. Michael DuMond, Ph.D., of Berkeley
14 Research Group and his staff to perform all expert analyses for this case, and are providing a copy
15 of Dr. DuMond's expert invoices in support of this motion.

16 29. A true and correct copy of the expert invoices my office received from Dr.
17 DuMond is attached hereto as **Exhibit 5**.

18 30. My firm carefully vetted the claims at issue, reviewed Settlement Class member
19 data spanning the Class Period and all relevant policy documents, and working with an expert to
20 create a comprehensive damages model for Defendant's liability.

21 31. Although the Parties engaged in a significant informal exchange of documents and
22 data prior to mediation, the Parties agreed to refrain from engaging in formal written and
23 deposition discovery until after exhausting their settlement efforts at mediation. Absent
24 settlement, the Parties will be required to expend substantial time and resources conducting
25 extensive formal written and deposition discovery. Moreover, Plaintiff has not yet filed for class
26 certification, and thus, absent settlement, the Parties would face the prospect of appeals in the
27 wake of a disputed class certification ruling and/or an adverse summary judgment ruling. Even if
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1 Plaintiff succeeded in certifying one or more classes, the Parties would incur considerably more
2 attorneys' fees and costs through a possible decertification motion, trial, and possible appeal.

3 32. Prior to reaching the Settlement, Plaintiff had not yet filed her motion for class
4 certification. Considering Defendant's arguments and defenses against certification, there was a
5 legitimate risk that the Court may deny certification of one or more of Plaintiff's claims. Had the
6 Court certified any claims, Plaintiff anticipated that Defendant would seek decertification. There
7 was also a risk that Defendant would engage in a *Pick-up-Stix* campaign that could either affect
8 Plaintiff's ability to maintain the numerosity required to proceed as a class action, or significantly
9 reduce the size of the putative class for a fraction of what Settlement Class members are receiving
10 through this Settlement. Therefore, absent the Settlement, there was a serious risk that Plaintiff
11 would be unable to move forward on a class-wide basis.

12 33. Plaintiff's expert's data analysis of Defendant's timekeeping and payroll data
13 revealed that Defendant's rounding practice resulted in the Settlement Class members being
14 underpaid for an aggregate of 24,398 recorded hours of work during the putative class period.
15 Therefore, Plaintiff calculated Defendant's maximum potential exposure on this claim at
16 \$393,295 (24,398 unpaid hours * \$16.12 average hourly rate). Defendant argues that it paid
17 employees for all hours actually worked and that its timekeeping practice was neutral, both on its
18 face and in practice, and that such a policy is lawful under *See's Candy*. Moreover, because *Camp*
19 *v. Home Depot* has been granted review by the California Supreme Court, there is tangible risk
20 that *Camp* will be overturned, rendering Plaintiff's damages analysis substantially overstated.
21 Plaintiff therefore discounted the maximum potential exposure by 15% for the risk of non-
22 certification and 15% for the risk of being unsuccessful on the merits, to arrive at an estimated
23 exposure of \$284,156.

24 34. Plaintiff's expert's data analysis of Defendant's timekeeping records revealed
25 79,807 first meal period violations and 13,314 second meal period violations (without an
26 accompanying first violation). Plaintiff therefore calculated Defendant's maximum potential
27 exposure for meal period violations at \$1,501,110 (79,807 first meal violations + 13,314 second
28 meal violations * \$16.12 average hourly rate). Defendant maintains that it provided all legally

1 compliant meal periods to employees and that any missed or non-compliant meal periods were
2 the result of employee choice, not Defendant's policy. Defendant also argues Plaintiff's meal
3 period claim is not suited for class certification, since individualized inquiries will be required to
4 determine why each meal period was late, short, or missed, and whether there was a valid waiver,
5 thereby precluding class certification of this claim. Given these potential defenses, Plaintiff
6 discounted Defendant's maximum exposure by 30% for the risk of non-certification and 30% for
7 the risk of being unsuccessful on the merits or obtaining reduced damages, to arrive at an
8 estimated exposure of \$735,544.

9 35. Plaintiff's expert's data analysis determined that non-exempt employees worked
10 an aggregate total of 157,393 shifts in excess of 3.5 hours during the Class Period. Plaintiff
11 attributes a rest period violation for all work shifts in excess of 3.5 hours due to Defendant's
12 unlawful rest period policy/practice that failed to authorize and permit 10-minutes "net rest"
13 periods. Accordingly, Plaintiff calculated Defendant's maximum potential exposure on this claim
14 at \$2,537,175 (157,393 rest period violations * \$16.12 average premium). Defendant argues it
15 has always authorized and permitted rest periods in accordance with California law, and disputes
16 Plaintiff's allegations that employees were not authorized and permitted at least 10 minutes of
17 "net" rest in the breakroom, arguing that employees were given 15-18 minute rest periods.
18 Further, Defendant assert that this claim is not amenable to class certification given the individual
19 inquiries required to determine whether and why each employee missed a rest period on any given
20 shift, and for how long each and every rest period lasted for every employee on any given day
21 throughout the entire Class Period, particularly given that rest periods are not recorded. Given
22 these defenses, Plaintiff discounted the maximum exposure by 50% for the risk of non-
23 certification, and by an additional 40% for risk of losing on the merits, to arrive at an estimated
24 exposure of \$761,153.

25 36. According to Plaintiff's expert's data analysis, 114 employees received 6,276
26 wage statements during the 1-year time period associated with wage statement penalties. Plaintiff
27 therefore calculated Defendant's maximum wage statement exposure at \$456,000 (114 employees
28 x \$4,000 statutory maximum violation per employee). Defendant argues that any wage statement

violations were not “knowing and intentional,” as required by Labor Code § 226(e), and that Plaintiff cannot establish that Settlement Class members “suffered injury” as a result of any alleged inaccuracies. Defendant further contends that Plaintiffs’ wage statement claim is entirely derivative and would necessarily fail if the underlying claims are unsuccessful. Plaintiff therefore discounted the value of this claim by 15% for the risk of non-certification of the underlying claims and discounted 60% for a risk of being unsuccessful on the merits or failing to establish willfulness under the “good faith” standard of Naranjo, for an estimated exposure of \$137,940.

37. Plaintiff alleges that PAGA civil penalties are recoverable for each pay period in which at least one underlying Labor Code violation occurred within the PAGA Period. Based on Plaintiff’s expert’s data analysis, Settlement Class members worked a total of 6,276 pay periods during the PAGA period in which at least one of Plaintiff’s alleged Labor Code violations occurred. Applying the \$100 “initial violation” rate provided under Labor Code § 2699(f), Plaintiff calculates Defendant’s maximum PAGA exposure at \$627,600 (6,276 pay periods * \$100 per violation). However, these penalties derived entirely from the underlying wage and hour violations discussed above, which Defendant disputes. Plaintiff also recognizes that the Court has broad discretion to reduce any award of PAGA penalties under Labor Code § 2699(e)(2). Plaintiff therefore applied a 15% discount to account for the risk of not prevailing on the underlying claims, and an additional 80% discount to account for the likelihood of this Court reducing PAGA penalties, to arrive at an estimated exposure of \$106,590.

38. Using these estimated figures for each of the claims described above, Plaintiff projects a potential recovery for the Settlement Class members of approximately \$2,042,482. The Maximum Settlement Amount of \$1,750,000 represents approximately 85.68% of Plaintiff’s projected potential recovery, while avoiding the further expense and risk of proceeding towards class certification and trial.

39. My firm conducted an extensive review and analysis of Defendant’s produced timekeeping and payroll records and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator’s proposal for a class-wide

1 settlement of all claims at issue. This proposed Settlement is entitled to an initial presumption of
2 fairness as it is the result of the exchange of pertinent information, including all relevant policies,
3 employee timekeeping and payroll records, and key data points which were analyzed by
4 Plaintiff's counsel and a retained expert; arm's-length negotiations by counsel; mediation before
5 an experienced wage and hour class action mediator; and additional negotiations until the terms
6 of the long-form Settlement were agreed upon and finalized.

7 40. Settlement Class members can be easily identified using Defendant's employment
8 and payroll records.

9 I declare under penalty of perjury under the laws of the United States and the state of
10 California that the foregoing is true and correct. Executed on July 9, 2025, at El Segundo,
11 California.

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13 Matthew K. Moen
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EXHIBIT 1

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.

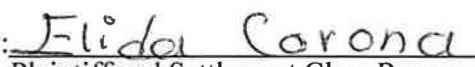
DATED: June 13, 2025

WEST AMERICAN RUBBER COMPANY, LLC

By: 
Name: Timothy J. Hemstreet
Title: President & CEO

DATED: June 10, 2025

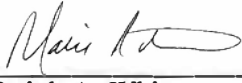
PLAINTIFF ELIDA CORONA

By: 
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

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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,

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**

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

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

What is this case about?

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

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

WARCO denies that it has done anything wrong. WARCO denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of WARCO, which expressly denies all 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.

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

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

Who are the Attorneys?

Attorneys for Plaintiff and Settlement Class Members:

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, Ste 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for WARCO:

CDF LABOR LAW LLP
Marie D. DiSante, State Bar No. 138267
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

What are the terms of the Settlement?

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

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

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

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

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as 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 through

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

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

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

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

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

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class members who did not submit a valid and timely 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.

Allocation and Taxes. Each Individual Settlement Payment will be allocated as 80% penalties and interest and 20% wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W2 (for amounts paid as wages). Payments made to PAGA Members will be attributed 100% to penalties and paid via an IRS Form 1099. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes 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, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers, 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 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 (defined below).

All PAGA Members, regardless of whether they opt-out of the class action portion of the Settlement, will release and discharge WARCO 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 Lawsuit 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 be the same as the PAGA Period and will become effective upon the Effective Date.

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

How can I claim money from the Settlement?

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

What other options do I have?

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

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

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.

PAGA Members may not opt-out of the release of PAGA claims and will thus receive payment for their share of PAGA civil penalties 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. 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.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, 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 INFO>>. Your written objection should include your name and address. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing to object to the settlement, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

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 <<RESPONSE DEADLINE>> to opt-out, object, or dispute their Settlement Payment. As such, this adjusted deadline shall end on <<RESPONSE DEADLINE + 14 CALENDAR DAYS>>.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on 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>>.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, during regular court hours. You may also view the online docket for this case using the online search at <https://civilwebshopping.occourts.org/Search.do#searchAnchor> and inputting the case number (30-2024-01383622) and year filed (2024). You may also contact Class Counsel using the contact information listed above for more information.

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

REMINDER AS TO TIME LIMITS

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

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

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

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your 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.

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

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

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

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

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

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

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

REQUEST FOR EXCLUSION FORM

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

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST 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>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT FOR THE CLASS ACTION PORTION OF THE SETTLEMENT.

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

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

Name

Telephone Number

Address

Date

Signature

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

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:

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE ORANGE

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

Demandante,

vs.

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

Demandado.

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

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

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

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

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

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

¿De qué se trata este caso?

La Demandante Elida Corona (la "Demandante") interpuso esta Demanda contra WARCO, presentando 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.

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

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

¿Quiénes son los abogados?

Abogados de la Demandante y de los Miembros del Grupo del Acuerdo:

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. Pérez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Teléfono: (424) 292-2350
Fax: (424) 292-2355

Abogados de WARCO:

CDF LABOR LAW LLP

Marie D. DiSante, Número de Licencia del Estado
No. 138267
mdisante@cdflaborlaw.com
Leigh Ann White, Número de Licencia del Estado
No. 167477
lwhite@cdflaborlaw.com
18300 Avenida Von Karman, Suite 800
Irvine, CA 92612
Teléfono: (949) 622-1661
Fax: (949) 622-1669

¿Cuáles son los términos del Acuerdo?

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

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

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

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

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

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

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

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

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

- (i) La parte del 25% de las sanciones civiles de PAGA (\$25,000.00) se distribuirá entre los miembros de PAGA proporcionalmente en función de la cantidad de períodos de pago que trabajaron para WARCO en California entre el 4 de marzo de 2023 y la <<FECHA DE APROBACIÓN PRELIMINAR>> (el “Período de PAGA”).
- (ii) El diez por ciento (10%) del Monto Neto del Acuerdo se distribuirá entre los Miembros del Grupo del Acuerdo de manera proporcional en función de la cantidad de semanas laborales que trabajaron para WARCO en California entre el 4 de marzo de 2023 y la <<FECHA DE APROBACIÓN PRELIMINAR>>.
- (iii) El resto del Monto Neto del Acuerdo se distribuirá a cada Miembro Participante del Grupo del Acuerdo en función de la cantidad de semanas laborales que trabajó para WARCO en California durante el Período del Grupo, en comparación con la cantidad total de semanas laborales trabajadas por todos los miembros participantes del Grupo del Acuerdo durante el Período del Grupo.

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

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

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

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

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

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

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

¿Cómo puedo reclamar dinero del Acuerdo?

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

¿Qué otras opciones tengo?

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

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

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

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

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

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

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

Usted también puede comparecer en la Audiencia de Aprobación Final programada para <<FECHA/HORA DE LA AUDIENCIA DE APROBACIÓN FINAL>> en el Departamento CX104 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 si desea comparecer en persona. Usted tiene derecho a comparecer en persona o a través de su propio 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 reenvíen 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 CX104 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 que otorgan la Aprobación Preliminar y Final; vi) y la Sentencia y Orden Finales. El Administrador del Acuerdo publicará los documentos anteriores durante al menos 180 días en la siguiente dirección web: <<INFORMACIÓN DEL SITIO WEB DEL ADMINISTRADOR>>.

¿Cómo puedo obtener información adicional?

Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para obtener más información, puede consultar los archivos y el Acuerdo de Transacción en la Oficina del Secretario del Tribunal Superior del Condado de Orange, ubicada en 751 W. Santa Ana Blvd., Santa Ana, California 92701, durante el horario regular del Tribunal. Usted también puede consultar el expediente en línea de este caso mediante la búsqueda en línea en <https://civilwebshopping.occourts.org/Search.do#searchAnchor> e ingresando el número de caso (30-2024-01383622) y el año de presentación (2024). También puede contactar a los Abogados del Grupo utilizando la información de contacto indicada anteriormente para obtener más información.

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

RECORDATORIO SOBRE LOS PLAZOS

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

AVISO DE PAGO DE ACUERDO INDIVIDUAL

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

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

(I) Por favor escriba o imprima su nombre:

(Nombre, Segundo nombre, Apellido(s))

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

Nombres anteriores (si los hubiera)

Nueva dirección de calle

Ciudad

Estado

Código postal

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

Según los registros de West American Rubber Company, LLC ("WARCO"):

- (a) Usted trabajó _____ semanas laborales para WARCO como empleado no exento en California entre el 4 de marzo de 2020 y la <<FECHA DE APROBACIÓN PRELIMINAR>>;
- (b) Usted trabajó _____ semanas laborales para WARCO como empleado no exento en California entre el 4 de marzo de 2023 y la <<FECHA DE APROBACIÓN PRELIMINAR>>;
- (c) Usted trabajó _____ períodos de pago para WARCO como empleado no exento en California entre el 4 de marzo de 2023 y la <<FECHA DE APROBACIÓN PRELIMINAR>>.

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

(IV) Si usted no está de acuerdo con los puntos (a) a (f) 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:

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

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

Firma: _____

Fecha: _____

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

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

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

APEX CLASS ACTION ADMINISTRATION
ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC
SETTLEMENT ADMINISTRATOR

<<DATOS DE CONTACTO DEL ADMINISTRADOR>>

NO ENVÍE ESTE FORMULARIO SI DESEA RECIBIR UN PAGO POR LA PORCIÓN DE LA DEMANDA COLECTIVA DEL ACUERDO.

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

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

Nombre

Número de teléfono

Dirección

Fecha

Firma

Últimos cuatro dígitos del número de Seguro Social: ____

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:

CERTIFICATION OF TRANSLATION ACCURACY

I THE UNDERSIGNED *JAZMIN MILLAN*, HEREBY CERTIFY THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATORS AND THAT, IN OUR BEST JUDGEMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING AND STYLE OF THE ORIGINAL TEXT AND CONTRIBUTES TO EVERY RESPECT A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

THIS IS TO CERTIFY THE CORRECTNESS OF THE TRANSLATION ONLY. WE DO NOT GUARANTEE THAT THE ORIGINAL IS A GENUINE DOCUMENT OR THAT THE STATEMENTS CONTAINED IN THE ORIGINAL DOCUMENT ARE TRUE.

A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

DOCUMENT 2025-06-13 WARCO NOTICE PACKET (FINAL)

DATE: JULY 02, 2025



Jazmin Millan, Translator

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 4, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Elida Corona v. West American Rubber Company, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Elida Corona (“Ms. Corona”) in claims arising from her employment with West American Rubber Company, LLC and Does 1 through 100 (“Defendants”). Ms. Corona is an “aggrieved employee” within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants manufacture rubber products for various industries. Ms. Corona has been employed by Defendants as a non-exempt “Machine Operator” from approximately 1997 until the present. Ms. Corona’s primary job duties include sorting and cutting rubber material using machinery, including a rubber press and a rubber cutter, and via hand trimming. Ms. Corona’s scheduled shifts are from 5:00 a.m. to 1:30 p.m., from Monday through Friday.

During Ms. Corona’s employment with Defendants, Defendants failed to compensate Ms. Corona and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants required Ms. Corona and other aggrieved employees to clock in and out of their shifts with a magnetic card, unique to each employee, on an electronic scanner that recorded their hours to the minute. However, during the relevant time period, Defendants’ timekeeping system rounded and/or time-shaved Ms. Corona’s and other aggrieved employees’ hours, which resulted in Ms. Corona and other aggrieved employees not being

compensated for all hours actually worked. Defendants regularly, systematically, and impermissibly rounded and/or shaved the time worked by Ms. Corona and other aggrieved employees in Defendants' favor. This time shaving/rounding practice utilized by Defendants was not-even handed over time and would round and shave in Defendants' favor such that Ms. Corona was routinely underpaid for her time worked. Due to Defendants' timekeeping policies and practices that fail to compensate for all hours worked, Ms. Corona and other aggrieved employees were deprived of all required minimum wages. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 ("[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for "all the time" worked."). Further, on occasions when Ms. Corona worked over eight hours in a day and/or forty hours in a workweek, this process of time-shaving or rounding also deprived her of all overtime wages owed. As such, Ms. Corona and other aggrieved employees were not credited with all hours actually worked and were not paid all minimum and overtime wages earned.

Defendants failed to provide Ms. Corona and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely meal periods before the end of the fifth hour of work. Specifically, Ms. Corona and other aggrieved employees frequently worked on projects that could not be stopped and later resumed once they were initiated, which caused Ms. Corona and other aggrieved employees to shorten, skip, and/or delay their meal periods until after the end of the fifth hour of work. As a result, Ms. Corona and other aggrieved employees did not receive an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code section 226.7.

Defendants regularly failed to authorize and permit Ms. Corona and other aggrieved employees to take duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Specifically, even though Defendants scheduled rest periods at 7:00 a.m. and 10:00 a.m., Defendants only authorized and permitted Ms. Corona and other aggrieved employees to take rest periods of exactly 10 minutes in length,

beginning the moment they left their workstation and requiring Ms. Corona and other aggrieved employees to return to their workstations before the completion of the 10-minutes. Defendants' policies and practices did not account for the time Ms. Corona and other aggrieved employees had to walk to and from the designated breakroom, thereby shortening their purported rest periods to less than 10 minutes "net" in the designated rest area away from the employee's workstation. Further, on occasions when Ms. Corona and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Ms. Corona and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code section 226.7.

As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Corona and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Overtime Wage Violations

Defendants were required to properly pay Ms. Corona and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Corona and other aggrieved employees to work overtime hours but did not compensate Ms. Corona or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Corona and members of

the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Corona and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Corona and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Corona and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Corona and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Corona and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants’ failures in furnishing Ms. Corona and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data and whether they have been paid all wages earned.

As an “aggrieved employee”, Ms. Corona will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Corona’s own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Ms. Corona and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Corona and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Corona and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Corona and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Ms. Corona and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code § 226 by failing to furnish Ms. Corona and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Corona and aggrieved employees; and
- g. Defendants violated Labor Code § 204 by failing to pay Ms. Corona and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: West American Rubber Company, LLC, c/o Rob Strauss, agent for service of process, 1875 Century Park East, Suite 2000, Los Angeles, CA 90067 (via certified mail)

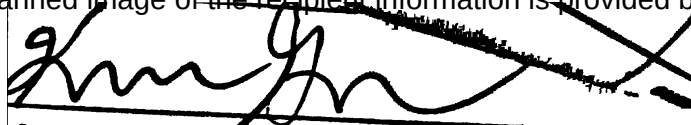
Mailer: Haines Law Group

Date Produced: 03/15/2024

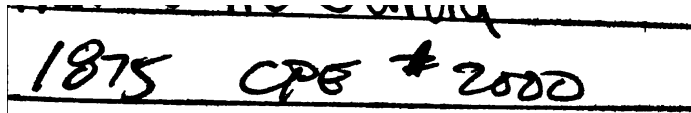
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8351 2785 87. Our records indicate that this item was delivered on 03/06/2024 at 11:24 a.m. in LOS ANGELES, CA 90067. The scanned image of the recipient information is provided below.

Signature of Recipient :


Kathenne Garcia

Address of Recipient :


1875 CPE #2000

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

WEST AMERICAN RUBBER COMPANY LLC
C/O: ROB STRAUSS AGENT FOR SERVICE OF PROCESS
STE 2000
1875 CENTURY PARK E
LOS ANGELES CA 90067-2545

Customer Reference Number: C4846237.29101563

Return Reference Number VC



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

vcifuentes@haineslawgrou

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

4242922350

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Elida Corona

Plaintiff/Aggrieved Employee Occupation *

Machine Operator

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

West American Rubber Company, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

Employer State ***Employer Zip/Postal Code *****Employer Industry *****Employer Industry for "Other" *****Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☐ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Paul

Billing Last Name *

Haines

Billing Email *

vcifuentes@haineslawgrou

Billing Phone

4242922350

Billing Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite 180

Billing City *

El Segundo

Billing State *

California

Billing Zip/Postal Code *

90245

Credit Card Type *

Visa

Credit Card Number *

4154178575546940

CVV Number *

182

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2024

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** 2024-03-04 ...r LWDA Ltr.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Valerina Cifuentes

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Monday, March 04, 2024 1:11 PM
To: Valerina Cifuentes
Subject: Thank you for submission of your PAGA Case.

3/4/2024

LWDA Case No. LWDA-CM-1014554-24
Law Firm : Haines Law Group, APC
Plaintiff Name : Elida Corona
Employer: West American Rubber Company, LLC Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

December 16, 2024
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Elida Corona, et al. vs. West American Rubber Company, LLC

Services Rendered Through November 30, 2024

Professional Services	\$	1,270.00	USD
CURRENT CHARGES	\$	1,270.00	USD

PAYMENT IS DUE BY January 15, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

[REDACTED]

Via Email: [REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: Elida Corona, et al. vs. West American Rubber Company, LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through November 30, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	1.20	810.00
Senior Managing Consultant Brooke Truitt	460.00	1.00	460.00
Total Professional Services		<u>2.20</u>	<u>1,270.00</u>



BRG

INVOICE

To: Paul Haines
c/o: Haines Law Group
RE: Elida Corona, et al. vs. West American Rubber Company, LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through November 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/26/24	Brooke Truitt	Reviewed data.	0.60
11/27/24	Jon M. DuMond	Review data/files; case discussions.	1.20
11/27/24	Brooke Truitt	Loaded data.	0.40
Professional Services			2.20



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

January 09, 2025
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Elida Corona, et al. vs. West American Rubber Company, LLC

Services Rendered Through December 31, 2024

Professional Services	\$	13,460.50	USD
CURRENT CHARGES	\$	13,460.50	USD

PAYMENT IS DUE BY February 08, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # 10009702 - Dated 12/16/2024

1,270.00

Due Date: 01/15/25

DUE IN 6 DAYS

Please remit wire/ACH payment to:

Bank Name: [REDACTED]

SWIFT: [REDACTED]

ABA #: [REDACTED]

Account Name: [REDACTED]

Account #: [REDACTED]

Reference: [REDACTED]

Please remit check payment to:

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

[REDACTED]

Via Email: [REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: Elida Corona, et al. vs. West American Rubber Company, LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	2.70	1,822.50
Senior Managing Consultant			
Brooke Truitt	460.00	25.30	11,638.00
Total Professional Services		28.00	13,460.50



BRG

INVOICE

To: Paul Haines
c/o: Haines Law Group
RE: Elida Corona, et al. vs. West American Rubber Company, LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/01/24	Brooke Truitt	Prepared data.	6.10
12/02/24	Jon M. DuMond	Review analyses/programs; case discussions.	1.40
12/02/24	Brooke Truitt	Prepared data.	7.60
12/03/24	Brooke Truitt	Prepared data; analyzed data.	3.40
12/04/24	Brooke Truitt	Analyzed data.	8.20
12/05/24	Jon M. DuMond	Review analyses/programs; case discussions.	1.30
Professional Services			28.00