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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ORANGE**

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

19 Plaintiff,

20 vs.

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

24 Defendants.

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

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

**DECLARATION OF KATIE TRAN IN
SUPPORT OF APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: May 28, 2026

Time: 2:00 p.m.

Dept.: CX105

Action Filed: March 4, 2024

Trial Date: None Set

1 I, Katie Tran, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above-captioned *Elida Corona v. West American Rubber*
6 *Company, LLC* matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Class And PAGA Action Settlement*, in English and Spanish (referred to as “Notice Packet”); (b)
21 receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class
22 Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated
23 on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e)
24 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
25 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
26 managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
27 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
28 to perform.

CLASS DATA AND NOTICE PROCESS

4. On January 16, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval from the Parties' Counsel prior to mailing.

5. On February 2, 2026, Counsel for Defendant provided Apex with the Class Data list, comprising the names, Social Security numbers, last known mailing addresses, phone numbers, and dates worked for Defendants during the Class Period and PAGA Period for 247 individuals. Using the provided dates of employment, Apex calculated each Settlement Class Member's workweeks worked during the Class Period and PAGA Period. Apex reviewed and cleansed the data for duplicates, discrepancies, and any potential missing information.

6. Upon completion of Apex's analysis, it was determined that the total number of workweeks exceeded the threshold set forth in the Escalator Clause of the Settlement Agreement.

7. On February 18, 2026, Apex informed Counsel that the Escalator Clause had been triggered. Pursuant to the Settlement Agreement, Defendant elected to shorten the Class Period rather than increase the Maximum Settlement Amount. As a result, the Class Period end date was modified from January 15, 2026, to November 21, 2025, which resulted in the removal of two (2) individuals whose employment fell outside of the revised Class Period, reducing the Class List to 245 individuals.

8. In preparation for the mailing process, all 245 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice Packet. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

9. On February 24, 2026, the Notice Packet was sent to all 245 individuals listed in the Class List via U.S First Class Mail. A true and correct copy of the Notice Packet is attached as **Exhibit A**.

1 10. Thereafter, on March 4, 2026, Counsel for Defendant informed Apex that sixteen (16) additional
2 individuals were inadvertently omitted from the original Class Data. Apex incorporated these additional
3 records, recalculated the workweeks, and mailed the Court-approved Notice Packet to these sixteen (16)
4 individuals via U.S. First-Class Mail. To remain consistent with the Escalator Clause parameters, the
5 Class Period end date was further modified to October 7, 2025. On March 5, 2026, Apex sent the Notice
6 Packet to the sixteen (16) additional individuals via U.S First Class Mail.

7 11. Accordingly, the final Class Period is March 4, 2020, through October 7, 2025, and the final
8 Class List consists of 261 individuals.

9 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

10 12. As of the date of this declaration, Apex has received twenty-eight (28) returned Notice Packets
11 as undeliverable. Apex conducted a computerized skip trace on the twenty-eight (28) returned Notice
12 Packets in an attempt to acquire updated addresses for the purpose of re-mailing the Notice Packet. This
13 skip-trace effort resulted in obtaining twenty-one (21) updated addresses, to which we promptly re-
14 mailed the Notice Packets via U.S First-Class Mail.

15 13. As of the date of this declaration, seven (7) Notice Packets have been considered undeliverable
16 as no updated address was found as a result of skip tracing.

17 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

18 14. The Response Deadline was April 27, 2026. An extended Response Deadline for Class Members
19 who received a remailed notice will be May 11, 2026. The Response Deadline for the sixteen (16)
20 additional individuals who were mailed their Notice Packets on March 5, 2026, was May 4, 2026.

21 15. As of the date of this declaration, Apex has received one (1) Request for Exclusion. The deadline
22 for submitting a Request for Exclusion from the Settlement was April 27, 2026. A true and correct copy
23 of the Request for Exclusion is attached as **Exhibit B**. Apex has redacted the identifying information
24 from this Request for Exclusion for privacy purposes.

25 16. As of the date of this declaration, Apex has not received any objections to the Settlement. The
26 deadline for submitting a written objection to the Settlement was April 27, 2026.

27 17. As of the date of this declaration, Apex has not received any disputes from Class Members. The
28 deadline for submitting a dispute was April 27, 2026.

1 18. As of the date of this declaration, there are 260 Participating Class Members, representing
2 approximately 99.62% of the Settlement Class.

3 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

4 19. The Net Settlement Amount available to Participating Class Members is estimated to be
5 \$1,050,363.90 and is calculated by deducting from the Maximum Settlement Amount (\$1,750,000.00),
6 the requested Attorneys' Fees (\$583,333.33), the amount requested for Litigation Costs and Expenses
7 (\$29,645.38), the requested Class Representative Enhancement Payment (\$5,000.00), the requested
8 Settlement Administration Costs (\$6,500.00), and the amount of PAGA civil penalties designated as
9 payable to the LWDA (\$75,000.00). The Net Settlement Amount includes the ten percent (10%)
10 (\$102,552.13) that is allocated as the Wage Statement Amount and the \$25,000.00 payable to PAGA
11 Members as the "PAGA Amount." The total number of workweeks worked by Participating Class
12 Members during the Class Period is 35,684.00.

13 20. The *highest* Individual Settlement Payment to a Participating Class Member is currently
14 estimated to be approximately \$8,387.68, the *average* Individual Settlement Payment is currently
15 estimated to be approximately \$3,944.32, and the *lowest* Individual Settlement Payment is currently
16 estimated to be approximately \$8.21. These amounts are subject to employee-side tax and withholdings.

17 21. Pursuant to the Settlement Agreement, 25% of the PAGA Payment (\$25,000.00) will be allocated
18 to Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved
19 Employees cannot opt out of the PAGA settlement. There are 190 Aggrieved Employees who worked a
20 total of 16,633.14 pay periods during the PAGA Period.

21 22. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$281.07,
22 the *average* Individual PAGA Payment is approximately \$131.58, and the *lowest* Individual PAGA
23 Payment is approximately \$0.64.

24 **ADMINISTRATION COSTS**

25 23. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
26 and anticipated expenses, amount to \$6,500.00. A true and correct copy of the Apex's bid is attached as
27 **Exhibit C.** Apex will proceed with additional tasks related to this matter, such as calculating settlement
28 award payments, issuing and mailing settlement award checks, handling necessary tax filings and

1 reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the
2 Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 5th day of May 2026,
5 in Irvine, California.

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EXHIBIT A

Corona v. West American Rubber Company, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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 November 21, 2025.

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 November 21, 2025 (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 www.apexclassaction.com/warco.

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

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Matthew K. Moen (SBN 305956)
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Fax: (424) 292-2355

Attorneys for WARCO:

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Fax: (949) 622-1669

What are the terms of the Settlement?

On January 15, 2026, 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 November 21, 2025. 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 November 21, 2025 (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 November 21, 2025 (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 November 21, 2025.
- (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, shareholders, officers, directors, employees, successors and assigns (collectively "Released Parties") from liability for all claims based on the factual allegations set forth in the operative complaint in the Lawsuit or which could have been pled in the operative complaint in the Lawsuit based on the factual 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 April 27, 2026. **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 April 27, 2026, 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 PO Box 54668, Irvine, CA 92619. 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 Po Box 54668, Irvine, CA, 92619. Your written objection should include your name and address. Objections should be in writing and must be postmarked on or before April 27, 2026.

You may also appear at the Final Approval Hearing scheduled for May 28, 2026, at 2:00 p.m. in Department CX105 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 April 27, 2026, to opt-out, object, or dispute their Settlement Payment. As such, this adjusted deadline shall end on May 11, 2026.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on May 28, 2026, at 2:00 p.m., in Department CX105 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: www.apexclassaction.com/warco.

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 Central Justice Center, located at 700 Civic Center Drive West, 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 **April 27, 2026**.

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 PO Box 54668, Irvine, CA 92619 **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 «Class Workweeks» workweeks for WARCO as a non-exempt employee in California between March 4, 2020, and November 21, 2025;
- (b) You worked «PAGA Pay Periods» workweeks for WARCO as a non-exempt employee in California between March 4, 2023, and November 21, 2025;
- (c) You worked «PAGA Pay Periods» pay periods for WARCO as a non-exempt employee in California between March 4, 2023, and November 21, 2025.

Based on the above, your Individual Settlement Payment is estimated to be \$«Est_Class_PMT» and your PAGA payment is estimated to be \$«Est_PAGA_PMT».

(IV) If you disagree with items (a) - (c) 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 APRIL 27, 2026.

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 APRIL 27, 2026, ADDRESSED AS FOLLOWS:

APEX CLASS ACTION ADMINISTRATION

ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC

SETTLEMENT ADMINISTRATOR

PO BOX 54668, IRVINE, CA 92619

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 April 27, 2026, addressed as follows:

APEX CLASS ACTION ADMINISTRATION

ELIDA CORONA v. WEST AMERICAN RUBBER COMPANY, LLC
SETTLEMENT ADMINISTRATOR

PO BOX 54668, IRVINE, CA 92619

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:

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 el 21 de noviembre de 2025.

**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 el 21 de noviembre de 2025 (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 www.apexclassaction.com/warco.

¿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 periodos de comida; (4) no autorizó ni permitió todos los periodos 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@cdfllaborlaw.com Leigh Ann White, Número de Licencia del Estado No. 167477 lwhite@cdfllaborlaw.com 18300 Avenida Von Karman, Suite 800 Irvine, CA 92612 Teléfono: (949) 622-1661 Fax: (949) 622-1669
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¿Cuáles son los términos del Acuerdo?

El 15 de enero de 2026, 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 21 de noviembre de 2025. 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 el 21 de noviembre de 2025 (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 el 21 de noviembre de 2025 (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 el 21 de noviembre de 2025.
- (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, accionistas, funcionarios, directores, empleados, 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 al 27 de abril de 2026. **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 al 27 de abril de 2026, 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 PO Box 54668, Irvine, CA 92619. 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 PO Box 54668, Irvine, CA, 92619. Su objeción por escrito debe incluir su nombre y dirección. Las objeciones deben presentarse por escrito y deben tener sello postal fechado del 27 de abril de 2026 o antes.

Usted también puede comparecer en la Audiencia de Aprobación Final programada para el 28 de mayo de 2026 a las 2:00 p.m. en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, California 92701. La ubicación, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede comunicarse con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia 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 reenvían los Paquetes de Notificación tras haber sido devueltos por imposibilidad de entrega al Administrador del Acuerdo tendrán 14 días calendarios adicionales después del 27 de abril de 2026 para optar por no participar, objetar o disputar su Pago del Acuerdo. Por lo tanto, este plazo ajustado finalizará el 11 de mayo de 2026.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Final sobre la idoneidad, razonabilidad y equidad del Acuerdo el 28 de mayo de 2026 a las 2:00 p.m., en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, California 92701. La ubicación, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiarse sin previo aviso. Puede comunicarse con los Abogados del Grupo utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia. También se le solicitará al Tribunal que se pronuncie sobre la solicitud de los Abogados del Grupo de honorarios de abogados y el reembolso de los costos y gastos documentados, el pago de la mejora al Representante del Grupo, los costos del Administrador del Acuerdo y el monto relacionado con las sanciones civiles de PAGA. **No es obligatorio que usted asista a la Audiencia de Aprobación Final.**

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



¿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 Centro Central de Justicia, ubicada en 700 Civic Center Drive West, 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 **27 de abril de 2026**.

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 PO Box 54668, Irvine, CA 92619 **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 «Class Workweeks» semanas laborales para WARCO como empleado no exento en California entre el 4 de marzo de 2020 y el 21 de noviembre de 2025;
- (b) Usted trabajó «PAGA Pay Periods» semanas laborales para WARCO como empleado no exento en California entre el 4 de marzo de 2023 y el 21 de noviembre de 2025;
- (c) Usted trabajó «PAGA Pay Periods» períodos de pago para WARCO como empleado no exento en California entre el 4 de marzo de 2023 y el 21 de noviembre de 2025.

Con base en lo anterior, su Pago Individual del Acuerdo se estima en \$«Est_Class_PMT» y su pago PAGA se estima en \$«Est_PAGA_PMT».

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

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 AL 27 DE ABRIL DE 2026.

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 27 DE ABRIL DE 2026 O ANTES, CON LA SIGUIENTE DIRECCIÓN:

APEX CLASS ACTION ADMINISTRATION

ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC

SETTLEMENT ADMINISTRATOR

PO BOX 54668, IRVINE, CA 92619

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. COMPREENDO 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 27 de abril de 2026 o antes, a la siguiente dirección:

APEX CLASS ACTION ADMINISTRATION

ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC
SETTLEMENT ADMINISTRATOR

PO BOX 54668, IRVINE, CA 92619

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:

EXHIBIT B

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 27 DE ABRIL DE 2026 O ANTES, CON LA SIGUIENTE DIRECCIÓN:

APEX CLASS ACTION ADMINISTRATION

ELIDA CORONA V. WEST AMERICAN RUBBER COMPANY, LLC

SETTLEMENT ADMINISTRATOR

PO BOX 54668, IRVINE, CA 92619

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.

Fecha

Últimos cuatro dígitos del número de Seguro Social:

EXHIBIT C



Quotation Request:
Susan J. Perez
Haines Law Group
sperez@haineslawgroup.com
424.292.2350

Case Name: Corona v. West American Rubber Company
Date: Monday, March 17, 2025
RFP Number: 18116002

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	205
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	205	\$307.50
USPS First Class Postage	Per Piece	\$0.73	205	\$149.65
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	41	\$82.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$47.70	1	\$47.70
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,056.85

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$55.00	1	\$55.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$55.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	205	\$307.50
USPS First Class Postage	Per Piece	\$0.73	205	\$149.65
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	21	\$41.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$2,868.15

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00

WILL NOT EXCEED:			\$6,500.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.