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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

EDUARDO GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a Delaware
corporation; and DOES 1 through 100,

Defendants.

CASE NO. 19CECG02134

*[Case assigned to the Hon. Rosemary
McGuire, Dept. 402]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 25, 2021
Time: 3:30 p.m.
Dept.: 402

Action Filed: June 20, 2019
Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff proposed Class Representative Eduardo Gonzalez (“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 law in that Court. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum laude* and was awarded membership in the Order of the Coif. Since graduating from law school, I worked as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was part of the litigation team for two class actions, including one wage and hour class action in Los Angeles Superior Court. From August 2013 to March 2016, I worked as an associate attorney at Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in Pennsylvania state and federal court. I am currently responsible for managing a caseload of over 30) active wage and hour class actions in which I am integrally involved in all aspects of litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval:

- *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);

- *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
- *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015);
- *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016);
- *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016);
- *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375

for work performed in 2013, 2014, 2015, and 2016);

- *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016);
- *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017);
- *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018);
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018);
- *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren

1 E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016,
2 2017, and 2018);

- 3 • *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles
4 County Superior Court, Honorable Daniel J. Buckley, presiding;
- 5 • *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County
6 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
7 \$475 for work performed in 2017, 2018 and 2019);
- 8 • *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No.
9 BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding
10 (approving an hourly rate of \$475 for work performed in 2018 and 2019);
- 11 • *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles
12 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
13 rate of \$595 for work performed in 2018, 2019 and 2020);
- 14 • *Ramon Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San
15 Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an
16 hourly rate of \$595 for work performed in 2017-2020); and
- 17 • *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San
18 Bernardino County Superior Court, Honorable David Cohn, presiding (approving an
19 hourly rate of \$595 for work performed in 2019 and 2020).

20 5. I have also moved to certify and have received an order certifying a class action
21 and/or conditionally certifying a collective action as Class Counsel in the following cases:

- 22 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-
23 OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A.
24 Andler presiding (certifying a class of employees who were misclassified as
25 independent contractors);
- 26 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
27 United States District Court, Central District of California, Honorable Judge Beverly
28

Reid O’Connell presiding (conditionally certifying an unpaid FLSA overtime wage class);

- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (certifying a rest period violation class and conditionally certifying a FLSA unpaid overtime wage class);
- *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster presiding (certifying unpaid overtime wage class and waiting time penalty class);
- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Glenda Sanders presiding (certifying five separate classes for claims for unpaid wages, unreimbursed expenses, failure to authorize and permit rest periods, and derivative claims);
- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); and
- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

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1 6. In 2018, 2019, and 2020, Thomson Reuters and Los Angeles Magazine recognized
2 me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super
3 Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys
4 under the age of forty in Southern California each year.

5 7. As counsel for Plaintiff, I have been intimately involved in all aspects of this
6 litigation from its inception and believe that the proposed Settlement is a fair and reasonable result
7 for the Class Members.

8 8. Pursuant to private mediation, and prior to formal discovery, Guardian's attorneys
9 produced an approximate 12% sampling of electronic timekeeping and payroll records for the
10 current and former non-exempt employees who worked between June 20, 2015, through May 27,
11 2020 (the "Class Period"). The Parties agreed upon the following methodology for selecting the
12 sample: Guardian created a list that included each putative class member by date of hire and then
13 selected every 8th name in descending order. The Parties believe this methodology ensures the
14 sampling is representative of the entire class as it includes a proportionate number of tenured
15 employees as well as newer hires spanning the entire putative class period. Guardian also
16 produced relevant policies for timekeeping, meal periods, and required personal protective
17 equipment ("PPE") as well as a summary of relevant information necessary for a classwide
18 damages analysis. Guardian's Human Resources Partner, Lily Yang, provided a declaration
19 attesting to the authenticity of these documents. A true and correct copy of the Declaration of Lily
20 Yang is attached hereto as **Exhibit 1** and filed concurrently with Plaintiff's Motion for
21 Preliminary Approval.

22 9. I transmitted Guardian's mediation production documents to my expert, J. Michael
23 DuMond, who holds a Ph.D. in economics. I asked Dr. DuMond to perform specific analyses
24 using the records that Guardian produced. A true and correct copy of Dr. J. Michael DuMond's
25 curriculum vitae is attached hereto as **Exhibit 4**.

26 10. I asked Dr. DuMond to determine how many individuals worked for Guardian in
27 California at any time during the Class Period. Dr. DuMond determined that there are
28 approximately 315 potential Settlement Class members who worked during the Class Period.

1 11. Guardian manufactures float glass, fabricated glass products, fiberglass insulation
2 and building materials for commercial, residential, and automotive applications. Plaintiff, like all
3 other Settlement Class members, was an employee of Guardian and worked in California during
4 the Class Period.

5 12. Guardian requires non-exempt employees to clock in and out at the start and end
6 of their daily work shifts. Guardian's timekeeping system records this punch data to the second.
7 Between June 2015 and June 2018, Guardian rounded employee timekeeping entries in quarter
8 hour increments. Plaintiff alleges that Guardian's rounding system was not even-handed over
9 time and unfavorably rounded against employees on a large majority of shifts. As a result of this
10 unlawful rounding policy, Plaintiff maintains that Guardian did not pay non-exempt employees
11 for all minimum and overtime wages earned. An exemplar of Guardian's timekeeping practices
12 during these time periods is attached here as **Exhibit 5**.

13 13. I asked Dr. DuMond to compare the actual employee punch data with the rounded
14 timekeeping entries and determine the affect Guardian's rounding system had on putative class
15 members' pay. Dr. DuMond determined that Guardian's system unfavorably rounded against
16 employees on 70.9% of shifts, a net los of 9,146 hours.

17 14. I also asked Dr. DuMond to determine the average shift length and the average
18 overtime rate of pay for putative class members during the Class Period. Dr. DuMond determined
19 that the average shift length during the relevant time period was 10.87 hours and that the average
20 overtime rate for the putative class was \$27.89.

21 15. Assuming Plaintiff could prove these unpaid hours were overtime hours, Plaintiff
22 calculated Guardian's exposure for unpaid wages due to its rounding policy as follows: \$255,082
23 (9,146 unpaid overtime hours x \$27.89 average overtime rate). Plaintiff discounted Guardian's
24 exposure by 25% to account for the risk of losing on the merits and an additional 25% for the
25 possibility that Plaintiff would not be able to prove that each unpaid hour is owed at the overtime
26 rate of pay, for a projected total of \$143,484.

27 16. Plaintiff alleges that Guardian required employees to don and doff required PPE
28 while off-the-clock. Some of these PPE items included cut resistant sweaters and leggings, gloves,

1 helmets, and face shields. Plaintiff contends that donning and doffing time (approximately 5 to
2 10 minutes at the beginning and end of each shift) is compensable time, which Guardian should
3 have compensated employees, but did not. A true and correct copy of Guardian's "minimum PPE"
4 handout is attached hereto as **Exhibit 6**.

5 17. Assuming Plaintiff is able to prove that he was instructed to perform these tasks
6 off-the-clock and again assuming that each of these unpaid hours are overtime hours, Plaintiff
7 calculated Guardian's exposure for unpaid wages due to off-the-clock work as follows:
8 \$1,016,835 (218,316 total shifts x 0.167 (10 minutes / 60 minutes) x \$27.89 average overtime
9 rate). Plaintiff discounted Guardian's exposure by 75% to account for the risk of non-certification
10 and an additional 75% for the chance of losing on the merits, for a projected total of \$63,552.

11 18. Guardian contends that it has paid all wages owed to employees, including
12 overtime wages and that it strictly forbids off-the-clock work. Guardian argues that its quarter-
13 hour rounding system used through May 2018 was neutral and not operated in a way to deprive
14 employees of time worked. As of June 3, 2018, Guardian stopped rounding time and changed its
15 time keeping system to reflect the time clocked in/out at the nearest minute. Guardian further
16 contends that that employees are expected to clock in for their shift before donning any
17 substantive personal protective equipment necessary to perform their work. Guardian further
18 contends that Plaintiff never complained to any supervisor or manager about not being paid for
19 donning and doffing PPE therefore Guardian had no actual or constructive knowledge that he was
20 working off the clock. Guardian also contends that there is no evidence that any supervisor or
21 manager instructed employees to don and doff PPE off-the-clock. Additionally, Guardian
22 contends that many employees arrive in boots and high visibility shirts or sweatshirts as part of
23 their everyday clothing as a result of Guardian's policy requiring those items in order to enter the
24 plant. Guardian provides three time punch machines immediately upon entry to the plant to enable
25 employees to clock in prior to performing any work, and provides a locker room located next to
26 the time clocks immediately upon entry for the employees' use. At the end of each shift,
27 employees remove any PPE before clocking out to head home. Guardian argues that class
28 certification will be unlikely due to the number of individualized inquiries that will be necessary

1 to determine liability for each class member, including the circumstances of each class member's
2 employment, the timekeeping practices/schedule in that employee's department and the
3 employees work and clocking patterns. A true and correct copy of Guardian's timekeeping
4 policies are attached hereto as **Exhibit 7**.

5 19. Plaintiff alleges that Guardian has failed to provide non-exempt employees with a
6 second meal period for shifts in excess of 10.0 hours in length as well as a 30 minute,
7 uninterrupted first meal period beginning before the end of the fifth hour of work. I asked Dr.
8 DuMond to determine the number of shifts in excess of 6.0 hours that: did not include a record
9 meal period; that did not include a record meal period that was at least 30 minutes in length; and
10 that did not include a record meal period that began before the end of the fifth hour of work. Dr.
11 DuMond determined that 48.4% of all shifts in excess of 6.0 hours included one of the above
12 violations. This resulted in 112,731 first meal period violations during the relevant time period. I
13 also asked Dr. DuMond to determine the number of shifts in excess of 10.0 hours that included a
14 recorded second meal period. Dr. DuMond determined that only 398 of the 184,738 shifts in
15 excess of 10.0 hours included a recorded second meal period. Using the average hourly rate for
16 putative class members during the relevant time period (\$18.59) and giving Guardian credit for
17 the \$189,806 in meal period premiums paid, Plaintiff calculated Guardian's exposure for meal
18 period violations as follows: \$5,332,744 (112,731 first meal violations + 184,340 second meal
19 violations x \$18.59 average meal period premium – \$189,806 meal period premiums paid).
20 Plaintiff discounted Guardian's maximum exposure by 75% for the risk of non-certification and
21 75% for the risk of being unsuccessful on the merits or obtaining reduced damages, to arrive at
22 an estimated exposure of \$333,297.

23 20. Guardian contends that it has always provided employees with legally-compliant
24 meal periods and that any meal periods that did not meet that standard were solely the result of
25 employee choice (not Guardian's policy/practice). Guardian contends that most, if not all,
26 employees agreed to waive their meal period when legally-allowed to do so (*e.g.* shift in excess
27 of 5.0 hours but less than 6.0 hours total or a shift in excess of 10.0 hours but less than 12.0 hours
28 total). Guardian further argues that under *Brinker* it is only required to "provide" the opportunity

1 to take meal periods, not “ensure” meal periods are taken – which Guardian contends it has always
2 done. Guardian contends that it enforced a legally-compliant meal schedule for employees and
3 shift managers were instructed to remind employees to follow the schedule and take their breaks.
4 To the to the extent putative class members did not take a compliant meal period, Guardian paid
5 meal period premiums for non-compliant meal periods throughout the relevant time period.
6 Guardian maintains that Plaintiff cannot recover both a first and second meal period violation on
7 the same workday, thus dramatically lowering the overall potential violations. Finally, Guardian
8 contends that Plaintiff’s meal period claim is not suited for class certification as individual
9 inquiries would be required to assess which employees received non-compliant meal periods, how
10 many meal periods were non-compliant or missed, and the reasons why a particular individual
11 recorded a non-compliant meal period or missed a meal period on a particular shift. A true and
12 correct copy of Guardian’s meal period policies are attached hereto as **Exhibit 8**. A true and
13 correct copy of Guardian’s meal period waiver in effect during the Class Period is attached hereto
14 as **Exhibit 9**. A true and correct copy of Guardian’s “New Hire Checklist” is attached hereto as
15 **Exhibit 10**.

16 21. As a result of these alleged substantive violations, Plaintiff contends that Guardian
17 is liable for derivate waiting time liability for its failure to pay employees all final wages upon
18 separation of employment and civil penalties under PAGA. Guardian contends that it possesses
19 strong, good faith defense to Plaintiff’s underlying claims, precluding recovery of waiting time
20 penalties (which are only available for the “willful” failure to pay wages). Guardian maintains
21 that not all former employees (if any) experienced an underpayment of wages, thus Plaintiff’s
22 exposure analysis is overstated. Guardian contends that any alleged failure to pay meal period
23 premiums cannot support a derivative claim for wage statement or waiting time penalties. A true
24 and correct copy of Guardian’s “Final Wages” policy is attached hereto as **Exhibit 11**.

25 22. I asked Dr. DuMond to determine the number of former employees who separated
26 their employment with Guardian on or after June 20, 2016. Dr. DuMond determined that there
27 are approximately 104 putative class members who separated their employment with Guardian
28 during that time period.

23. Guardian's potential exposure for waiting time penalties is therefore \$464,006 (104 former employees x 18.59 average hourly rate x 8 hours per workday x 30 days of waiting time penalty). Plaintiff discounted Guardian's potential liability by 25% for a risk of non-certification, and by an additional 80% for the risk of losing on the merits or failing to establish wilfulness, for a projected total of \$69,601.

24. Since Plaintiff's PAGA claim is derivative of the underlying wage claims, Guardian asserts that the PAGA claim will fail with those claims. Guardian also maintains that given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Guardian liable for any of Plaintiff's claims.

25. I asked Dr. DuMond to determine the total number of individuals who received a wage statement from Guardian on or after June 20, 2018. I also asked Dr. DuMond to calculate the total number of pay periods worked by those individuals during that same time period. Dr. DuMond determined that 120 employees worked 7,987 pay periods during the penalty period applicable to PAGA.

26. Assuming that Plaintiff could prove at least one substantive violation in each pay period for this time period, Guardian's potential exposure for PAGA civil penalties is \$798,700 (7,987 pay periods x \$100.00 "initial" violation rate). Plaintiff discounted Guardian's potential liability by 50% for the risk of manageability issues preventing the case from proceeding on a representative basis, and by an additional 80% to account for the potential for this Court to reduce the civil penalties, for a projected total of \$79,870.

27. Assuming Plaintiff would prevail on all of these claims for the entire Class Period, Plaintiff calculates the total value of Guardian's violations at \$7,867,367. Taking Guardian's defenses into account and using the reduced figures for each of the claims described above, Plaintiff predicts that a realistic classwide recovery would be approximately \$689,803. This Settlement provides a recovery to the Settlement Class of \$500,000, which is approximately 72.48% of Plaintiff's projected potential recovery, while avoiding the further expense and serious risk of proceeding towards class certification and trial.

1 28. On April 27, 2020, the Parties participated in a mediation with Francis “Tripper”
2 Ortman, Esq., a respected wage and hour class action mediator in California. During mediation,
3 the Parties exchanged divergent views on Guardian’s liability and exposure valuations, debated
4 their legal positions, and shared their arguments regarding the likelihood of certification of
5 Plaintiff’s claims. As a result of a mediator’s proposal from Mr. Ortman, the Parties were able to
6 reach a classwide agreement. During the months that followed, the Parties memorialized the terms
7 of the settlement into the long-form Settlement Agreement. A true and correct copy of the Parties’
8 Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is attached hereto as **Exhibit**
9 **2**. A true and correct copy of the proposed Notice Packet (which is comprised of the Notice of
10 Class Action Settlement and Notice of Settlement Award) is attached hereto as **Exhibit 3**.

11 29. I asked Dr. DuMond to calculate the number of workweeks worked by putative
12 class members during the Class Period. Dr. DuMond determined that there were approximately
13 50,950 workweeks worked during the Class Period. Based on the proposed allocations of the Net
14 Settlement Amount, Settlement Class members will receive average payments of approximately
15 \$796.30. This is calculated by taking the estimated Net Settlement Amount (\$250,833.33) and
16 dividing it by the total number of putative class members (315). The lowest potential Individual
17 Settlement Payment that a Settlement Class member could receive is estimated to be
18 approximately \$4.92 (if the Settlement Class member only worked a single workweek during the
19 Class Period). This is calculated by taking the estimated Net Settlement Amount (\$250,833.33)
20 and dividing it by the total number of workweeks worked (50,950). The highest potential
21 Individual Settlement Payment that a Settlement Class member could receive is estimated to be
22 approximately \$1,457.25 (if the Settlement Class member worked every workweek during the
23 Class Period).

24 30. Plaintiff will apply for an enhancement payment in the total amount of \$5,000.00
25 for his service to the Settlement Class Plaintiff’s Enhancement Payment is intended to recognize
26 the significant benefits conferred upon the Settlement Class due to the time and effort that Plaintiff
27 expended on their behalf, including providing factual information and documents to my firm,
28 identifying potential witnesses who also worked under the same policies and experienced the

1 same alleged Labor Code violations, and participating in meetings with my firm to discuss the
2 claims and theories at issue in the litigation. Plaintiff's Enhancement Payment is also requested
3 due to the significant risks that Plaintiff undertook by agreeing to serve as the named plaintiff in
4 this case, such as potential consequences from subsequent employers if they are aware Plaintiff
5 has previously sued his employer.

6 31. My firm will also apply for an attorneys' fee award of \$166,666.67 (one-third of
7 the Maximum Settlement Amount) and up to \$45,000.00 in verified costs. My firm incurred
8 substantial attorneys' fees conducting the pre-filing investigation, analyzing Plaintiff's claims,
9 conducting legal research and analysis into those claims, reviewing data and documents produced
10 by Guardian, building a comprehensive damages model, preparing for and attending mediation,
11 negotiating and preparing the long-form Settlement Agreement, preparing this motion for
12 preliminary approval, and otherwise litigating the case. My firm will also expend future attorney
13 time in attending the hearing on this Motion, overseeing the Notice process and fielding questions
14 from Settlement Class members, drafting the Final Approval Motion along with supporting
15 documents, and attending the final approval hearing, among other tasks.

16 32. Plaintiff proposes that the Settlement be administered by Phoenix Settlement
17 Administrators, an experienced class action settlement administrator. The Parties believe a
18 settlement administrator is crucial here as Phoenix is capable of skip-tracing putative class
19 member information to ensure notices are actually received. Additionally, Phoenix will handle
20 the mailing of at least 315 Notice Packets, and will track and remail any undelivered notices. The
21 Parties agreed to use Phoenix based on its consistent track record and high-quality settlement
22 administration work performed for hundreds of class action settlements similar to this one.

23 I declare under penalty of perjury under the laws of California and the United States that
24 the foregoing is true and correct. Executed on March 1, 2021, at El Segundo, California.

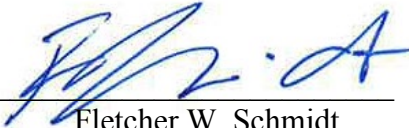
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EXHIBIT 1

HAINES LAW GROUP, APC

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

EDUARDO GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a
Delaware corporation; and DOES 1 through
100,

Defendants.

Case No. 19CECG02134

*[Case assigned to the Hon. Rosemary McGuire,
Dept. 402]*

**DECLARATION OF LILY YANG ON
BEHALF OF GUARDIAN INDUSTRIES,
LLC**

Action Filed: June 20, 2019

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1. I am a Human Resources Business Partner for Guardian Industries, LLC ("Guardian"). I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

3. Guardian also produced a random sampling of current and former putative class member timekeeping and payroll records from the relevant time period for mediation. I understand these records were Bates stamped "GUARD000163-002483."

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on Feb 3, 2021, in Fresno, California.

Lily Yang

EXHIBIT 2

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Eduardo Gonzalez ("Plaintiff" or "Class Representative"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Guardian Industries, LLC ("Defendant"), on the other hand. 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, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Mollie M. Burks and Amber A. Eklof of Gordon Rees Scully Mansukhani, LLP.

On June 20, 2019, Plaintiff filed a class action complaint against Defendant in Fresno County Superior Court titled *Eduardo Gonzalez, et al. v. Guardian Industries, LLC*, Case No. 19CECG02134 (the "Lawsuit"). The Lawsuit alleges that Defendant: (i) failed to pay minimum wages; (ii) failed to pay overtime wages; (iii) failed to provide all meal periods; and (iv) engaged in unfair and unlawful business practices.

On April 27, 2020, the Parties attended private mediation with Francis J. Ortman, Esq. and reached a class-wide resolution of all claims at issue in the Lawsuit. As a material term of the Parties' settlement, Plaintiff agreed to file a First Amended Complaint ("FAC") adding class and representative claims for Defendant's alleged: (i) failure to pay all final wages upon separation of employment and (ii) violations of the Private Attorneys General Act ("PAGA").

Given the uncertainty of litigation, 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 hourly employees of Guardian Industries, LLC in the State of California from June 20, 2015 through May 27, 2020 (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. 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 will revert to the respective positions held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who affirmatively opt out) fully release and discharge Defendant and its respective predecessors, successors, and assigns, parent companies, subsidiaries, affiliates, shareholders, members, agents, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees (collectively, the "Released Parties"), as follows:

A. Settlement Class Members release the Released Parties from all claims that have been asserted in the Lawsuit, or which could have been asserted in the Lawsuit

during the Class Period (subject to administrative exhaustion to the California Labor & Workforce Development Agency ("LWDA") and amendment to add PAGA claims), including but not limited to: failure to pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); failure to provide all meal periods (Labor Code §§ 226.7, 512, 558); alleged violations of Business and Professions Code § 17200 *et seq.*; failure to pay all wages owed to employees upon their separation of employment (Labor Code §§ 201-203, 204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198); and civil penalties pursuant to PAGA (Labor Code § 2698 *et seq.*). The release includes all associated claims (based on the same facts and circumstances as alleged in the Lawsuit and subject to administrative exhaustion to the LWDA and amendment to add PAGA claims) for restitution and other equitable relief, liquidated damages, punitive damages, attorneys' fees and costs, and other civil penalties (collectively the "Released Claims"). The time period covered by this release is June 20, 2015 through May 27, 2020. The release will become effective upon the court's order granting final approval of the settlement (the "Effective Date").

- B. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims or any other claims which cannot be released as a matter of law. Specifically excluded from this general release are any and all claims pertaining to Plaintiff's closed workers' compensation action, EAMS Case No. ADJ11313408, including claims brought under Labor Code Section 132a, which Plaintiff does not intend to file. Notwithstanding the foregoing, 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.

Plaintiff acknowledges that he has read all of this Agreement, including the above Civil Code section, and that he fully understands both the Agreement and the Civil Code section.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of \$500,000.00, which includes all settlement funds, any class representative service award, settlement administrator's expenses, Class Counsel's attorneys' fees and costs, and an amount to be designated by the parties for civil penalties under PAGA, in full and complete settlement of the Lawsuit, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. Defendant will fund the Maximum Settlement Amount within 30 calendar days of the Effective Date.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class Members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$10,000.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Lawsuit and Plaintiff's service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff will not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to 1/3 of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$166,666.67), plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than \$45,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel will not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) \$30,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. In accordance with Labor Code section 2699(i), 75% of this amount (\$22,500.00) will be payable to the LWDA, and the remaining 25% (\$7,500.00) will be payable to the Settlement Class Members as the "PAGA Amount," as described below.
- D. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class Members who do not opt-out.
- E. **Escalator Clause.** Defendant represents there were approximately 50,950 workweeks worked from the beginning of the Class Period through early April 2020. If, at the time the Court issues its Order granting preliminary approval, the actual number of workweeks worked during the Class Period has increased by 10% or more (i.e., if there are 56,045 or more workweeks worked in the Class Period), then Defendant agrees to increase the Maximum Settlement Amount on a proportional basis (e.g. if the actual number of workweeks worked during the Class Period was 12% greater than represented, Defendant would increase the Maximum Settlement Amount by 12%).

- F. **Blow-up Provision.** Defendant retains the right, in the exercise of its sole discretion, to withdraw from the settlement within seven (7) business days after expiration of the Response Deadline (see Section 9.D), if more than five percent (5%) of the Settlement Class Members opt out / request exclusion from this settlement. Withdrawal shall be by written notice to Class Counsel (email will suffice). If this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred for settlement administration up to the date of nullification.
- G. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include any employer-side payroll taxes, which will be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

4. **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 will 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 will 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. Wage Statement/PAGA Amount: 10% of the Net Settlement Amount plus the \$7,500.00 payable to the Settlement Class Members as the PAGA Amount will be designated as the "Wage Statement/PAGA Amount." Each participating Settlement Class Member who was employed by Defendant in California between June 20, 2018, and the close of the Class Period will receive a portion of the Wage Statement/PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
 - ii. Waiting Time Amount: 10% of the Net Settlement Amount will be designated as the "Waiting Time Amount." The Waiting Time Amount will be distributed in equal shares to each participating Settlement Class Member who separated their employment with Defendant on or after June 20, 2016.
 - iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is

the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

- C. Within ten (10) business days following the funding of the Maximum Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
 - D. Each Individual Settlement Payment will be allocated as one third (1/3) wages and two thirds (2/3) 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). 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.
 - E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks are not cashed within 180 days after mailing will be transferred by the settlement administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class Member to whom the check was issued, until such time that the property is claimed.
 - F. Neither Plaintiff nor Defendant will bear any liability for lost or stolen 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.
5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 1/3 of the Maximum Settlement Amount, which is currently estimated to be \$166,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$45,000.00 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. The Settlement Administrator will issue an IRS Form 1099 to Class Counsel by the for the fee award approved by the Court.
6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00, from the Maximum Settlement Amount, for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This Enhancement Payment will be in addition to Plaintiff's Individual

Settlement Payment as a Settlement Class Member and will be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$10,000.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator will be responsible for depositing into an account and holding the various payments from Defendant comprising the Maximum Settlement Amount, sending Notice Packets to the Settlement Class Members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator will be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class Members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff will 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, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Eduardo Gonzalez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators 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 and Notice of Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within 30 calendar days after entry of an order preliminarily approving the Settlement Agreement, Defendant will provide the Settlement Administrator with the names, addresses, dates of employment, social security numbers, and relevant workweek information for each Settlement Class Member during the Class Period.
- B. Within 10 business days from receipt of this information, the Settlement Administrator will (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 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.

- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline will be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator will resend the Notice Packet to the Settlement Class Member immediately, and in any event within five (5) days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address will 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 will have an additional seven (7) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed will inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) 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 will state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion 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 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. The date of the postmark on the Request for Exclusion will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who submits a timely, and valid request 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.
 - ii. 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.

- E. 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 will serve all objections as received on Class Counsel and Defendant's counsel on a weekly basis) within the Response Deadline. Defendant's counsel and Class Counsel will 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 also appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- F. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member will disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment 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 Settlement Award, to provide documentation and/or an explanation to show contrary information. 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 will determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. 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 Lawsuit.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff will 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.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement will 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 Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Settlement does not receive final approval by the Court, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **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, 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.

13. **Confidentiality.** The Parties and their counsel agree to keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff and his counsel agree that they have not and will not publish the Settlement Agreement. Plaintiff's counsel will not report the Settlement Agreement or Maximum Settlement Amount in any medium or in any publication, will not post or report anything regarding the claims of Plaintiff or the Settlement Class or the Settlement Agreement on their website, and will not contact any reporters or media regarding the Settlement Agreement. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and submission to the LWDA, and neither Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court and the LWDA in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding anything herein to the contrary, this Confidentiality provision is not intended to prohibit Plaintiff's Counsel from discussing the terms of the Settlement with the Settlement Class Members and/or otherwise answering their questions regarding the Settlement.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement will 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:

to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

to Defendant: Mollie M. Burks of Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000, San Francisco, CA 94111
mburks@grsm.com

15. **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.

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

17. **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.

18. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure section 664.6, the Fresno 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.

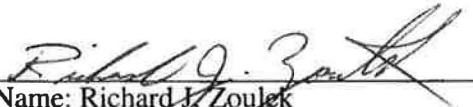
19. **Mutual Cooperation.** The Parties and their counsel shall use their best efforts to cause the Court to grant preliminary and final approval to this Settlement Agreement, and agree to cooperate in good faith to perform all acts and execute and deliver all documents, data, and declarations necessary to effectuate all provisions of this Settlement Agreement.

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DATED: 9/17/2020

DEFENDANT GUARDIAN INDUSTRIES, LLC

By: 
Name: Richard J. Zoulek
Title: Executive Vice-President

DATED: Oct 28, 2020

PLAINTIFF EDUARDO GONZALEZ

By: 
Eduardo Gonzalez (Oct 28, 2020 16:55 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 9/17/2020

GORDON REES SCULLY MANSUKHANI, LLP

By: 
Mollie M. Burks
Amber A. Eklof
Attorneys for Defendant

DATED: 10-28-2020

HAINES LAW GROUP, APC

By: 
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

EDUARDO GONZALEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a Delaware
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 19CECG02134

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FINAL HEARING**

To: All current and former non-exempt hourly employees of Guardian Industries, LLC in the State of California from June 20, 2015, through May 27, 2020. Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

The Court authorized this notice. This is not a solicitation from a lawyer, and you are not being sued.

What is the purpose of this notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Action”) filed in Fresno County Superior Court (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. Your rights may be affected by the Settlement, so it is important that you read this Notice carefully.

The purpose of this notice is to provide you with a brief description of the Action, 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.

You may be entitled to money from this Settlement. Guardian Industries, LLC’s (“Guardian”) records show that you were employed by Guardian as a non-exempt employee in California between June 20, 2015, and May 27, 2020 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement unless you “opt out” of the Settlement, and because the Settlement affects your legal rights.

What is this case about?

Plaintiff Eduardo Gonzalez (“Plaintiff”) brought this lawsuit against Guardian, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the operative Complaint, Plaintiff alleges that Guardian failed to provide Class Members with minimum wages, all overtime wages, all required meal periods, the timely payment of wages upon separation of employment, and engaged in unfair competition. Plaintiff seeks damages, interest, civil and statutory penalties under the Private Attorneys General Act (“PAGA”), attorneys’ fees and costs as a result.

Guardian denies Plaintiff’s claims, denies it has done anything wrong, and contends that it complied with all laws.

This Settlement is the result of extensive settlement discussions between the parties. Both sides agree that, in light of the risks and costs associated with further litigation, this Settlement is fair and appropriate under the circumstances.

The Court has not ruled on the merits of Plaintiff's claims, class certification outside of the Settlement, or on the merits of Guardian's defenses. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the interests of interest to settle the Action on the terms summarized in this Notice. The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Guardian, 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 Guardian, your decision about whether to participate in the Settlement will not affect your employment. California law and Guardian's policy strictly prohibit unlawful retaliation. Guardian 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.

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court granted preliminary approval of the proposed Settlement, and preliminarily certified a class – for settlement purposes only – of all current and former non-exempt hourly employees of Guardian in the State of California during the Class Period. 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 Guardian, as described below in the "Release" section.

Guardian has agreed to pay \$500,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Action, 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. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act 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 \$10,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Action 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. Class Counsel is asking for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated at \$166,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel is also seeking reimbursement of up to \$45,000.00 for verified costs which incurred by Class Counsel in connection with the Action.

Class Representative's Enhancement Payment. Class Counsel has asked the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his service provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The Parties have agreed to allocate \$30,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Pursuant to Labor Code section 2699(i), 75% of such penalties (\$22,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$7,500.00) will be payable to the Settlement Class as part of the Net Settlement Amount.

Calculation of Settlement Class Members' 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 ("opt outs") or objections (described below). The Net Settlement Amount will be divided as follows:

- (i) 10% of the Net Settlement Amount plus the \$7,500.00 payable to the Settlement Class Members as the PAGA Amount will be designated as the "Wage Statement/PAGA Amount." Each participating Settlement Class Member who was employed by Guardian in California between June 20, 2018, and

May 27, 2020, will receive a portion of the Wage Statement/PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.

- (ii) 10% of the Net Settlement Amount will be designated as the “Waiting Time Amount.” The Waiting Time Amount will be distributed in equal shares to each participating Settlement Class Member who separated their employment with Guardian on or after June 20, 2016.
- (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of work weeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s total work weeks worked during the Class Period, and the denominator of which is the total number of work weeks worked by all participating Settlement Class Members during the Class Period. Work weeks do not include periods of paid or unpaid leave.

Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Payments will be mailed to Settlement Class Members who did not opt out of the settlement by submitting a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives a Settlement Payment must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the participating Settlement Class Member to whom the check was issued, until such time that the Class Member claims his/her property.

Allocation and Taxes. For tax purposes, each Settlement Payment will be allocated as 1/3 unpaid wages, which will be reported as such on an IRS Form W-2 with payroll withholdings withheld and 2/3 penalties and interest, which will be reported as such on an IRS Form 1099. Settlement Class Members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, Guardian and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer Payroll Taxes. The Maximum Settlement Amount does not include any employer-side payroll taxes, which will be paid by Guardian separate and apart from, and in addition to, the Maximum Settlement Amount

Release. If the Court approves the Settlement, each Settlement Class Member who does not timely and properly opt out of the Settlement by submitting a Request for Exclusion will be deemed to have fully released and discharged Guardian and its respective predecessors, successors, and assigns, parent companies, subsidiaries, affiliates, shareholders, members, agents, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees (collectively, the “Released Parties”), from all claims that have been asserted in the Action, or which could have been asserted in the Action during the Class Period including but not limited to: failure to pay all minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197); failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); failure to provide all meal periods (Labor Code §§ 226.7, 512, 558); alleged violations of Business and Professions Code § 17200 *et seq.*; failure to pay all wages owed to employees upon their separation of employment (Labor Code §§ 201-203, 204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198); and civil penalties pursuant to PAGA (Labor Code § 2698 *et seq.*). The release includes all associated claims (based on the same facts and circumstances as alleged in the Action for restitution and other equitable relief, liquidated damages, punitive damages, attorneys’ fees and costs, and other civil penalties (collectively the “Released Claims”). The time period covered by this release is June 20, 2015, through May 27, 2020. The release will become effective upon the court order granting final approval of the settlement (the “Effective Date”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to receive your allotted Settlement Payment, which has been calculated for you based on the formula set forth above, and as stated in the accompanying Notice of 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 Settlement Payment. Your award is based on the proportionate number of work weeks that you worked during the relevant time periods and whether your employment separated on or after June 20, 2016. The information contained in Guardian's records regarding this information, along with your Settlement Payment, is listed on the accompanying Notice of Settlement Payment. If you disagree with the information in your Notice of Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **PLEASE 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 from the Settlement by sending the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your full name, address, and your signature. The Request for Exclusion should state your desire not to participate in the lawsuit. An example of such a statement is as follows:

"I REQUEST TO BE EXCLUDED FROM THIS CLASS ACTION SETTLEMENT. I HAVE RECEIVED NOTICE OF THE SETTLEMENT AND UNDERSTAND THAT IF I AM EXCLUDED FROM THE CLASS ACTION SETTLEMENT, I WILL NOT RECEIVE ANY MONEY AS A RESULT OF THE SETTLEMENT."

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

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. In order to object to the Settlement, you may mail your written objection to the Settlement Administrator, <<ADMINISTRATOR CONTACT INFO>> bearing a post-mark with a date no later than <<RESPONSE DEADLINE>>. Written objections must include: (a) the name of the Action, (b) your full name, address, and the contact information for any attorney representing you regarding your objection; (c) a statement of each objection; (d) a written explanation setting forth the specific basis or reason, for each objection, including any legal and factual support and any evidence you wish to introduce in support of the objection(s); and (e) and your signature. All objections or other correspondence must state the name and number of the case, which is *Eduardo Gonzalez v. Guardian Industries, LLC*, Fresno County Superior Court, Case No. 19CECG02134. Objections in writing must be filed with the Court on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 402 of the Fresno County Superior Court, located at 1130 O Street, Fresno, California 93721. If you wish to appear at the final approval hearing to object to the Settlement, you should so indicate in your written objection. You have the right to appear either in person or through your own attorney at this hearing, 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. Any written objection that is not mailed prior to <<RESPONSE

DEADLINE>> will not be considered. However, Class Members still retain the right to object in person if they so wish. Class Members who timely and validly return a Request for Exclusion from the Settlement shall have no right to object and shall be foreclosed from making any objection to the Settlement.

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 402 of the Fresno County Superior Court, located at 1130 O Street, Fresno, California 93721. 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, and do not need attend the Final Approval Hearing to receive your Settlement Payment.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Fresno County Courthouse, located at 1130 O Street, Fresno, California 93721, during regular business hours. You may also contact the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**, toll free, or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

Who are the Attorneys in this Action?

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Guardian:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	GORDON REES SCULLY MANSUKHANI Mollie M. Burks (SBN 222112) mburks@grsm.com Amber A. Eklof (SBN 305750) aeklof@grsm.com 275 Battery Street, Suite 2000 San Francisco, CA 94111 Tel: (415) 986-5900 Fax: (415) 986-8054 grsm.com

REMINDER AS TO TIME LIMITS

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

NOTICE OF SETTLEMENT PAYMENT

EDUARDO GONZALEZ v. GUARDIAN INDUSTRIES, LLC
FRESNO COUNTY SUPERIOR COURT, CASE NO. 19CECG02134

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 a 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 Settlement Payment:

According to Guardian's records:

(a) You worked _____ work weeks from June 20, 2015, to May 27, 2020;

(b) There was a total of _____ work weeks worked by all Settlement Class Members from June 20, 2015, to May 27, 2020;

(c) You worked _____ work weeks from June 20, 2018, to May 27, 2020; and

(d) There was a total of _____ workweeks worked by all Settlement Class Members from June 20, 2018, to May 27, 2020;

(e) Your employment with Guardian <<DID/DID NOT>> end on or after June 20, 2016.

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

(IV) If you disagree with items (a) - (e) 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 Guardian's records, those records will control unless you are able to provide documentation that establishes that Guardian's records are mistaken. If there is a dispute about whether Guardian's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator 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: _____

EXHIBIT 4

J. Michael DuMond

215 South Monroe Street · Suite 701 · Tallahassee, Florida 32301 · (850) 558-6036
dumond.m@ei.com

Professional Experience

Economists Incorporated

- Senior Vice President (2018 – Present)
- Vice President (2014 – 2017)

Apply economic, econometric and statistical analysis to pay equity, employment litigation, EEOC investigations, OFCCP audits and pro-active self-monitoring studies. Consult with corporations, government contractors and law firms on employment discrimination matters to monitor and assess the risk of litigation or government investigation for various occupations and industries. Work closely with clients to design statistical models consistent with the employer's hiring, promotion, performance evaluation, compensation, termination and reduction-in-force decisions. Assist clients in identifying the data required to conduct thorough analyses of their workforce and excels at preparing and analyzing extremely large and complex human resources data.

Prepare pay equity audits to ascertain potential gender or race/ethnicity differences in all forms of employee compensation, including base salaries, annual bonuses payments, and long-term incentive pay. Calculate remediation solutions that address potential pay equity disparities; work with clients to administer remediation in a streamlined manner.

Conduct quantitative data analysis designed to help attorneys assess the value and merits of Fair Labor Standards Act (FLSA) and state wage and hour claims including misclassification, missed meal/rest periods, donning/doffing, off-the-clock work, unpaid overtime and regular rate calculations. Assist companies with extracting, compiling and summarizing archived data from payroll and timekeeping systems, as well as unconventional systems such as computer logs, to evaluate wage and hour claims. Compute waiting time penalties and other PAGA penalties in California wage claims.

Prepare written reports and declarations relating to economic analyses, data production and/or the calculation of economic exposure; provide support of these analyses in the form of sworn testimony.

Charles River Associates

- Principal (2009 – 2014)

Manage and design economic analyses relating to labor and employment issues, including matters in preparation for litigation, audits, mediation, monitoring, and settlement. Supervise the activities and analyses of a team of Ph.D. economists and other junior staff. Direct the construction of computerized databases for use in analyses. Extensive experience in matters relating to Fair Labor Standards Act compliance (as well as state-specific wage and hour laws), including calculation of economic exposure relating to allegations of unpaid overtime and the miscalculation of the regular rate of pay.

Economic Research Services (ERS) Group, Inc.

- Client Relationship Manager (2008 – 2009)
- Research Economist (2001 – 2008)

Worked as a client relationship manager at an economic consulting firm that specializes in labor and employment issues. Casework included matters in preparation for litigation, arbitration, monitoring and settlement. Conducted economic and statistical analyses involving allegations of gender, race, and age discrimination in a variety of employment practices, including selection, termination, and compensation as well as Fair Labor Standards Act compliance.

Case management experience included the supervision of economists and analysts, data receipt and preparation, database construction and analysis, summarization of relevant economic literature and direct contact with clients. Past clients represent a wide variety of employers, including state and local governments, multi-facility retailers, production facilities, and educational institutions.

Florida State University

- Adjunct Professor (2002 - Present)

Courses taught include Labor Economics, Economic Analysis of Data, SAS Programming, and MS Project. Since 2006, all courses have been taught at the post-graduate level. MS Project is the capstone course that simulates a consulting project, including the preparation of written and oral presentations.

Blockbuster, Inc.

- Director of Franchise Finance (1999 – 2001)
- Manager/Director of Modeling and Research (1997 – 1999)
- Senior Demographic Research Analyst (1996 – 1997)

Responsible for all budgeting, forecasting and financial analysis of the 800+ store franchise division. Designed and implemented projects to improve profitability of both franchisees and franchisor, such as optimal labor allocation methods and alternative methods of acquiring rental product. These programs and models helped franchisees lower their labor and product costs without sacrificing top-line revenue.

Developed and supervised the implementation of predictive models for use by the real-estate, product and special format divisions. Oversaw the worldwide rollout of site-selection and cannibalization modeling applications and assisted in the valuation and pricing of company stores for sale to franchise units. The site-selection models were used extensively during the years in which Blockbuster opened 500 stores annually, resulting in first-year store revenues that exceeded the projected rate of return. Expanded the scope of the department by introducing econometric models into business segments that had not previously relied on statistical tools. Subsequently, took on the additional responsibility of designing a product allocation system that simultaneously determines the optimal aggregate purchase amount for the entire company. Managed a staff of analysts, including Ph.D economists. Prepared written reports and presented results to executive management.

Education

- Ph.D., Labor Economics, Florida State University (1997)
- M.S., Economics, Florida State University (1994)
- B.S., Florida State University (1991) – Summa Cum Laude

Publications and Research Papers

“An Easily Implemented and Accurate Model for Predicting NCAA Tournament At-Large Bids,” (With Jay B. Coleman and Allen K. Lynch), Journal of Sports Analytics, Vol 2., No. 2, October 2016.

“Stockwell v. City & County of San Francisco: What it Doesn’t Say about Statistics in Age Discrimination Cases,” (with Kenneth W. Gage), Daily Labor Report, Bloomberg BNA, July 2, 2014.

“Evidence of Bias in NCAA Tournament Selection and Seeding,” (with Jay B. Coleman and Allen K. Lynch), Managerial and Decision Economics, Vol. 31, March 2010.

“An Examination of NBA MVP Voting Behavior: Does Race Matter?” (with Jay B. Coleman and Allen K. Lynch), Journal of Sports Economics, Vol. 9, No. 6, December 2008.

“An Economic Model of the College Football Recruiting Process,” (with Allen K. Lynch and Jennifer Platania), Journal of Sports Economics, Vol. 9, No. 1, February 2008.

“Estimating Wage Differentials: When Does Cost-of-Living Matter?” (with Barry Hirsch and David Macpherson), Economic Inquiry, Vol. 37, No. 4, October 1999.

“Two Essays on Wage Differentials,” Ph.D. Dissertation, Department of Economics, Florida State University, April 1997.

“Workers Compensation Reciprocity in Union and Nonunion Workplaces,” (with Barry Hirsch and David Macpherson), Industrial and Labor Relations Review, Vol. 50, No. 2, January 1997.

Presentations/Professional Meetings

“Navigating the New Frontier of Steering Claims,” National Industry Liaison Group 2015 Annual Conference, July 2015, New York, NY. (Panel Discussant).

“Early Mediation of Wage and Hour Claims,” American Conference Institute’s 20th National Forum on Wage and Hour Claims and Class Actions, January 2014, Miami, FL. (Panel Discussant).

“Prob(it)ing the NCAA: Three Empirical Models on Collegiate Athletics,” (with Allen K. Lynch and Jay B. Coleman), 2005, presented at the SAS M2005 Data Mining Conference. Invited Presentation, Mid-day Keynote Address.

Expert Reports & Testimony

Johnny Reynolds v. State of Alabama. This case involved the termination of a consent decree between the State of Alabama and the U.S. Department of Justice relating to the hiring and promotions of African-American employees. Submitted report and provided testimony at judicial hearing.

Audrey D. Finch v. State of Alabama Personnel Department. Plaintiff alleged that she was denied employment to three positions due to her race. Co-authored a report which evaluates Ms. Finch's educational attainment and past employment in relation to the required qualifications for the positions.

Simmons, et al. v. Comerica Bank. This matter involved allegations of additional overdraft fees resulting from changes in debit posting procedures during nightly settlement. Submitted a written report that examined plaintiff's expert's statistical approach and its applicability for purposes of class certification and provided deposition testimony.

Coordinated Proceedings Special Title, Sutter Health Wage and Hours Cases and Coordinated Actions. These matters involved allegations of missed meal and rest periods for nurses and surgical care technicians at approximately 20 affiliates within the Sutter Health system. Submitted a declaration in relation to the motion for class certification.

Tammy Garcia v. MAKO Surgical Corporation. This case involved allegations of an unlawful termination due to plaintiff's gender. Submitted a written report that provides estimates of economic loss, arising from differences in base salary, incentive compensation, and stock options.

Angel Corona v. Time Warner Cable. This matter involved calculation of unpaid overtime due to an alleged improper calculation of the regular rate of pay. Written report submitted.

Selene Prado v. Warehouse Demo Services, et al. This report detailed the necessary calculations relating to the determination of rest period violations on a class-wide basis and damages relating to the miscalculation of the regular rate of pay for overtime purposes. Submitted a written report in relation to the motion for class certification.

Victor Guerrero v. California Department of Corrections and Rehabilitation. Plaintiff alleges that he was disqualified from consideration of a Correctional Officer position due to his past usage of a false Social Security number, a pre-employment criteria that allegedly had a disparate impact on Latino applicants. Submitted written reports and provided testimony at deposition and trial.

Daisy Vazquez and Bryan Joseph, et al. v. TWC Administration, LLC. Plaintiff alleges that putative class members were not properly paid overtime due to the inclusion of non-working hours in the calculation of the regular rate of pay and an improper allocation of commissions to the time periods in which they were earned. Submitted a written report in relation to the motion for class certification.

Fernando Vega v. Hydraulics International, Inc. Submitted a written report in regards to allegations that non-exempt employees were not paid for all hours they were logged into the timekeeping and project management system.

Expert Reports & Testimony (continued)

Lannden Bower, et al. v. Cycle Gear, Inc. Reviewed payroll and time keeping records to determine if defendant had properly calculated the regular rate of pay. Prepared a written report for purposes of class certification.

Graciela Galvan v. AMVAC Chemical Corporation. Plaintiffs allege that defendant did not properly calculate the regular rate of pay when paying overtime. Submitted a written declaration showing the economic impact of this practice for the named plaintiff.

Statement of the U.S. Chamber of Commerce on The Equal Employment Opportunity Commission's Proposed Revisions to the Employer Information Report (EEO-1). Provided two declarations describing the utility and validity of the pay reporting proposal made by the EEOC.

Kayla Medeiros, Patrick Kim, et al. v. Vortex Financial Management Inc. Submitted a written declaration describing how the number of work hours could be approximated for a group of employees that had been classified as independent contractors.

Anthony Countroulis, et al. v. Anheuser-Busch LLC. Analyzed the time punches of non-exempt hourly employees relative to their scheduled shift start time and developed a trial plan for purposes of measuring economic damages on a class-wide basis. Submitted a written report and provided deposition testimony.

Raul Camacho v. Residential Fire Systems, Inc. et al. Analyzed payroll and time keeping documents to ascertain the frequency in which employees' wages exactly matched their piece rate earnings. Also analyzed the patterns of shift start/end times as well as meal periods. Submitted a written report and deposition testimony for purposes of class certification and in support of a motion for summary judgement.

John Arndt, et al. v. DIRECTV, LLC. et al. Analyzed payroll data and work activity records for technicians and documented the shortcomings of plaintiffs' expert's damage calculations. Submitted a written report and provided deposition testimony.

Jacquelyne Lamarr and Doretta Wagner, et al. v. Illinois Bell Telephone Company, et al. Analyzed time keeping and payroll data to determine whether employees' work schedules could be used to measure alleged amounts of pre-shift work time. Identified the frequency that employees submitted "exception" events for non-scheduled work time. Submitted a written report for purposes of class certification.

Yadir A. Ontiveros v. Safelite Fulfillment, Inc. Submitted a written report for purposes of class certification describing how economic damages could be calculated for technicians, following summary judgement rulings.

Limecca Corbin, et al. v. CFRA LLC. Integrated daily payroll data with time records of when restaurant servers were engaged in tip-generating activities for purposes of evaluating the validity of the tip-credit. Prepared a written report for purposes of class certification.

Janet Aviles v. BAE Systems Norfolk Ship Repair, Inc., and BAE Systems Ship Repair, Inc. Submitted a written report with estimates of potential economic loss relating to allegation that defendant refused to allow plaintiff to return to work in violation of Title VII of the Civil Rights Act and the Americans with Disability Act.

Expert Reports & Testimony (continued)

Enrique Vazquez, Sergio Alfonso Lopez, and Maria Viveros, individually and on behalf of themselves and others similarly situated, v. Kraft Heinz Foods Company. Submitted a written report in regards to allegations that non-exempt employees were not properly provided with meal periods.

Miami Association of Fire Fighters, Local 587, of the International Association of Fire Fighters of Miami, Florida v. City of Miami. Reviewed the back pay calculations and identified errors made by plaintiffs' expert in connection with pay reductions made to bargaining unit members following the declaration of financial urgency by the city of Miami.

Pedro Nativi-Reyes, et al. v. Bio-Nutraceuticals, Inc. Prepared an analysis of timekeeping records and a written report in response to allegations that employees were not provided timely, uninterrupted meal periods.

Joshua Caudle and Krystle White, et al. v Sprint/United Management Company. Quantified the number of employees affected by an alleged improper commission deduction and the related statutory penalties under California Labor Code Section 226.

Lisa LoCurto, et al. v. AT&T Mobility Services LLC. Prepared a declaration describing the required number of employees to be sampled in order to obtain a reliable estimate of employees' exemption status.

Tammy Mosley-Lovings, et al. v. AT&T Corp., et al. Analyzed time keeping and payroll data to determine whether employees' work schedules could be used to measure alleged amounts of pre-shift work time. Identified errors and omissions in opposing expert's report.

Francisco Perez, et al. v. Sunbelt Rentals, Inc. Compared timekeeping and payroll data in order to determine the number of instances that meal period premium payments were recorded among the "regular" hours worked on employees' wage statements; calculated the associated statutory penalties.

Noberto Lucero, et al. v. Biagi Bros, Inc. Analyzed timekeeping data as well as driver logs to determine the percent of work shifts in which drivers and non-drivers took uninterrupted meal periods of at least 30 minutes in duration. The analysis also included the identification of errors and omissions in the analyses prepared by the opposing expert. Provided a supporting declaration and deposition testimony.

Statement of the U.S. Chamber of Commerce on Notice of Proposed Rulemaking (RIN 1250-AA10). Provided a declaration regarding the proposed changes to the OFCCP's use of statistical evidence in the determination of systemic discrimination.

Mary Crowder, et al. v. Purple Communications, Inc. This matter involved calculation of unpaid overtime due to an alleged improper calculation of the regular rate of pay. Written declaration submitted.

Amy Staublein, et al. v. Wells Fargo Bank, National Association. Quantified the number of employees and the related statutory penalties under California Labor Code Section 226 relating to the alleged failure to properly describe language differential pay on employees' wage statements.

Expert Reports & Testimony (continued)

Barbara J. Bowlin-Burdick vs. Life Care Centers of America. Quantified the number of work shifts with late meal periods and the number of instances that meal period premium payments were recorded among the “regular” hours worked on employees’ wage statements. Submitted a written report and provided deposition testimony for purposes of class certification.

Gregory Handloser and Cerafin Castillo, et al. vs. HCL Technologies LTD and HCL America, Inc. Plaintiffs alleged that non-South Asian applicants were discriminated against in hiring decisions and non-South Asian employees were disproportionately terminated. Submitted written reports, supported by deposition testimony, that analyzed decision making patterns in relation to the motion for class certification.

Erica Moniz, et al. vs. Service King, Inc. and Service King Paint & Body, LLC. Plaintiffs allege that due to a piece rate and commission compensation structure, employees were not properly compensated for rest and recovery periods. Submitted a written report for purposes of class certification describing how economic damages could be calculated for body technicians, painters and service advisors, contingent on a finding of liability.

Representative Engagements as a Consulting Expert – Equal Employment Opportunity

Prepared numerous pay equity audits to a large number of clients in a wide range of industries. Calculated salary, bonus and equity remediation recommendations for sub-groups of employees based on results of the audit and conducted ongoing monitoring.

A major computer manufacturer was faced with allegations of Title VII violations, specifically involving discriminatory compensation and promotions. Assisted client with production of voluminous data and conducted statistical analyses of compensation, promotions and estimates of potential economic exposure. Developed methodologies and analytical tools used to assess differences in performance ratings, annual bonuses, and merit pay adjustments on an on-going basis. (Multiple similar engagements)

Prepared analyses relating to threatened litigation of all major employment decisions for a pharmaceutical manufacturing company, including promotions, terminations, performance evaluations, compensation, and disciplinary actions. (Multiple similar engagements)

Multiple retentions for a variety of clients relating to potential adverse impact by race and gender of employees’ annual performance rating assignments and the associated merit increases, bonus payments and long-term incentive (LTI) awards.

EXHIBIT 5

Guardian

Raw Punch Report

Date Range: 1/1/2017 - 12/31/2017

Location: Kingsburg (082)

Gonzalez, Eduardo	201603249	In	Out	Meal In	Meal Out
Sun, Jan 01	Raw	4:53:19 pm	5:15:35 am	9:18:32 pm	9:49:07 pm
	Rounded	5:00 pm	5:15 am	9:19 pm	9:49 pm
	Scheduled	5:00 pm	5:00 am		
Mon, Jan 02	Raw	4:53:29 pm	5:13:59 am	9:06:46 pm	9:37:18 pm
	Rounded	5:00 pm	5:15 am	9:07 pm	9:37 pm
	Scheduled	5:00 pm	5:00 am		
Wed, Jan 04	Raw	4:53:21 am	5:20:49 pm	8:55:36 am	9:26:13 am
	Rounded	5:00 am	5:15 pm	8:56 am	9:26 am
	Scheduled	5:00 am	5:00 pm		
Thu, Jan 05	Raw	4:53:22 am	5:10:32 pm	8:49:36 am	9:21:08 am
	Rounded	5:00 am	5:15 pm	8:50 am	9:21 am
	Scheduled	5:00 am	5:00 pm		
Sat, Jan 07	Raw		5:14:51 pm	9:06:16 am	9:36:48 am
	Rounded	5:00 am	5:15 pm	9:06 am	9:37 am
	Scheduled				
Sun, Jan 08	Raw	4:53:17 am	5:10:20 pm	9:56:33 am	10:27:57 am
	Rounded	5:00 am	5:15 pm	9:57 am	10:28 am
	Scheduled	5:00 am	5:00 pm		
Mon, Jan 09	Raw	4:53:26 am	5:08:40 pm	8:52:02 am	9:23:15 am
	Rounded	5:00 am	5:15 pm	8:52 am	9:23 am
	Scheduled	5:00 am	5:00 pm		
Tue, Jan 10	Raw	4:53:32 am	5:08:55 pm	9:01:16 am	9:32:22 am
	Rounded	5:00 am	5:15 pm	9:01 am	9:32 am
	Scheduled	5:00 am	5:00 pm		

AutoSave Off GUARD002474 - Employee ID 200700344 Time Punches (For Mediation Only)

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reflecting end of rounding practice in June 2018

EXHIBIT 6

Standardized PPE Glass Handling

MINIMUM PPE															
TASK	Safety Glasses	Safety Boots	Toe	Ear Plugs	Hardhat Only	Hardhat Safety Shield	Sleeves/ Apron	Sleeves Only	Glass Packing Glove	Coater Packing Glove	Glove Cut Level 5	HR2 Jacket	North Grip Hot Mill	Rear Patch	North Grip Hot Mill
				Designated Areas											
Standard															
Zimming/ Button Control															
Zimming/Puller															
Manual/ Repacking Clear															
Manual/ Repacking Coater											Optional				
I-Racks/ Taller than 40" on Alcon dolly (Clear)															
I-Racks/ Taller than 40" on Alcon dolly (Coater)															
LES: Close up Bag & Desiccant (B&D)										Optional					
Repacking/ I-racks/Taller than 40" on Alcon dolly (CL) Clear															
Repacking/ I-racks/Taller than 40" on Alcon dolly (Ctr) Coater															
Operating Robots/Inside of Online Crushers															
Cutting Operators															
Tagging Glass															
Tempering: Quench Operator/Pushing glass in quench															
Operating Crane															
Sling Operation															
Close Up: All Racks: Including IZADA Racks and Transport Racks															
Close up boxes															
Tempering Load End Taping Glass/ Cutting Bands															
Dumping glass: racks/boxes															
Dumping/ I-racks/Taller than 40" on Alcon dolly Clear & Coater															
Lehr: cleaning out cullet															
Mass Air: cleaning out cullet															
Cullet handling: mopping/shoveling															
Operating a Forklift while Handling Glass															
UL QC Operator															



EXHIBIT 7

Policy Number: Pay-06
Policy Name: Timekeeping
Revision: 001
Effective Date: 1/31/2017
Scope: All nonexempt employees at Guardian Kingsburg

To comply with its legal obligations to maintain accurate time records and to ensure that employees are paid for all hours worked, Guardian Industries requires employees to accurately record their hours worked during each workday.

Unless otherwise notified, nonexempt employees are required to accurately record their work time by clocking in and clocking out of work every day. Employees may view their time worked by logging into Dayforce. Employees are required to report any time sheet errors immediately.

Employees are required to accurately record their work hours to ensure that they are paid for all hours worked as required by applicable law. "Hours worked" is defined by law as, all time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so.

At no time may any employee perform off-the-clock work or otherwise alter, falsify or manipulate any aspect of their time-keeping records to inaccurately reflect or hide hours worked, meal periods taken or time spent working during meal periods. Employees in violation will be subject to corrective action up and including termination.

Employees are informed on their first day to clock in and clock out using their badge. Employees are expected to follow the established procedures in keeping an accurate record of hours worked.

Any changes or corrections to an employee's time card or time record must be made note of in Dayforce. Under no circumstances may any employee punch in/out for another employee.

EXHIBIT 8

Policy Number: Pay-05
Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

It is Guardian's policy to comply with all state and local laws regarding meal periods and rest breaks. The term "employees" refers to nonexempt employees.

REST BREAKS:

- Employees are permitted to take one paid 10-minute rest break every 4 hours worked or a major fraction thereof (major fraction means work time of more than 2 hours, except when an employee's work time is less than 3 ½ hours). For employees that work a shift less than 3 ½ hours, no rest break is provided.
- Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.
- The employee shall take the rest break as close as possible to the middle of each 4-hour portion of their shift. This, however, may be deviated where practical considerations render it infeasible.
- During rest breaks, employees shall be relieved of all their duties and are allowed to leave the premises.
- **Shifts Scheduled for 8 Working Hours:** For employees regularly scheduled for shifts comprised of 8 hours of working time, the timing of rest breaks will be provided as follows: one rest break will be taken approximately 2 hours after the beginning of the work shift and a second rest break will be taken approximately 2 hours after returning from the meal break/lunch. If required to work overtime, an employee is authorized and permitted to take on additional ten-minute rest break for each additional 4 hours of work or major fraction thereof.
- **Shifts Scheduled for 12 Hour Shifts (11 ½ Working Hours):** For employees regularly scheduled for 11 ½ hours of work time, the timing of the rest breaks will be provided as follows: one rest break will be taken approximately 2 hours after the beginning of the employee's work shift and a second rest break will be taken approximately 2 hours after returning from the first meal/lunch break. A third rest break is authorized and permitted to be taken approximately 6 hours after returning from the first meal break/lunch.

Example: Employee is scheduled from 5:00 AM to 5:00 PM. Employee arrives to work at 5:00 AM. Employee is scheduled to take a first rest break at approximately 7:00 AM for 10 minutes. The employee will take the first meal break/lunch at approximately 9:00 AM for 30 minutes. This employee will be scheduled for the second rest break at approximately 11:30 am for 10 minutes. The third rest break will be scheduled at approximately 3:30 PM for 10 minutes. The employee will clock out at 5:00 PM.

For positions where taking a rest break in the middle of a 4-hour shift is not feasible, management at their sole discretion may schedule an employee to take the first meal break/lunch within the first 3 hours of the employee's work shift, a first rest break to be taken approximately 3 ½ hours after the beginning of the employee's work shift and that rest break will be a ten-minute rest break.

Policy Number: Pay-05
Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

Example: Employee is scheduled from 5:00 AM to 5:00 PM. Employee arrives to work at 5:00 AM. Employee is scheduled to take a first meal break/lunch at approximately 7:30 AM for 30 minutes. This employee will be scheduled for a first rest break at approximately 8:30 AM and that rest break will be for 10 minutes. The second rest break will be scheduled at approximately 11:30 AM and for 10 minutes. The third rest break will be scheduled at approximately 3:30 PM for 10 minutes. The employee will clock out at 5:00 PM.

Currently all employees working a 12-hour shift have agreed in writing to waive their second meal break. If an employee revokes the waiver of the second meal break or an employee is required to work for more than 12 hours, the employee is required to take a second meal break. When an employee does take a second unpaid meal break, meal and rest breaks may be adjusted in the discretion of management.

If required to work overtime, an employee is authorized and permitted to take one additional ten-minute break for each additional 4 hours of work or major fraction thereof.

MEAL BREAKS:

- Meal breaks for employees are scheduled by management in management's sole and absolute discretion. Employees are required to comply with management's scheduling of meal breaks so that full coverage of the duties performed by each employee is possible while the employee is on an off-duty meal break. Employees who do not take meal breaks/lunch as scheduled by management are subject to discipline, up to and including termination.
- All employees are required to take their minimum 30 minute off-duty meal break/lunch no later than the end of the 5th hour after the employee begins the work day. For example, an employee starting work at 5:00 AM must begin the employee's first meal break no later than 9:59 AM. Management will schedule employee meal breaks to insure that employees are beginning their meal break/lunch no later than the end of the employee's 5th hour of employment.
- If an employee is unable to take the employee's meal break/lunch before the end of the 5th hour of employment because of work responsibilities, the employee must obtain the written authorization of the employee's supervisor/manager. Working beyond the 5th hour without the approval of a supervisor/manager will lead to discipline, up to and including termination.
- Because meal breaks are unpaid, employees must clock in and out when taking a meal break.
- During meal breaks, employees shall be relieved of all their duties and are allowed to leave the premises.
- **Rules Applicable to Shifts Scheduled for 8 Working Hours:** For employees regularly scheduled for shifts comprised of 8 hours of working time, a meal break/lunch of a minimum of 30 minutes of off-duty, unpaid time, will be scheduled by management near the middle of the work day but no later than the end of the employee's

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5th hour of work. If required to work overtime so that the employee will work more than 10 working hours, the employee will be provided with a second unpaid meal period of a minimum of 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employee and management.

- **Rules Applicable to 12 Hour Shifts (11 ½ Working Hours):** Meal break/lunch shall be taken before the 5th hour of work and should be coordinated with your assigned supervisor. If due to work responsibilities an employee is unable to take the first meal break/lunch at the time specified, the employee must notify their Supervisor/Manager to explain what work responsibilities prevented the employee from taking the meal break/lunch at the specified time.

Currently, all employees on 12 hours shifts have signed a written acknowledgement waiving their second meal break. So long as an employee does not work more than 12 hours, no second meal period need be scheduled or taken.

Employees who have signed a waiver of the second meal period may not work more than 12 hours without permission from management. If management authorizes an employee to work more than 12 hours or requires an employee to work more than 12 hours, the employee must take the employee's second meal break no later than the end of the employee's 10th hour of work.

Example: Employee is regularly scheduled from 5:00 AM to 5:00 PM. On this schedule, the employee regularly works 11 ½ hours of work time. In this example, the employee is scheduled to remain on duty until 6:00 PM and will work a total of 12 ½ hours. The employee will be required to take a second meal period no later than the end of the 10th hours of work. If the employee begins work at 5:00 AM, takes the employee's first off-duty meal break/lunch at 9:00 AM and returns to work at 9:30 AM, the employee must begin the employee's second meal period no later than 3:29 PM, which is at the end of the employee's 10th hour of work.

General Rules Concerning Rest and Meal Breaks:

- It is each non-exempt employee's responsibility to inform the employee's supervisor/manager in advance if the employee believes some work responsibility will prevent the employee from taking a rest or meal break at the time specified.
- Any non-exempt employee who (1) is not permitted a rest break within the time period set forth above, (2) is required to work through some or all of a 30-minute meal period, or (3) required to take a late meal period (i.e., is required to begin the first meal period after the end of the fifth hour of work or is required to begin a second meal period after the end of the tenth hour of work), should notify HR as soon as possible (but no later than the end of the pay period). Otherwise, Guardian will assume the employee either took his meal break/rest break or voluntarily waived his/her rest break.

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Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

- Any employee, supervisor, or manager who fails to observe this Policy will be subject to discipline, up to and including termination of employment. Violations of this Policy should be reported to any manager or the Human Resources Department. Every report will be fully investigated and corrective action will be taken where appropriate.
- In addition, the Guardian will not allow any form of retaliation against individuals who report alleged violations of this Policy or who cooperate in the Guardian's investigation of such reports. Any form of retaliation in violation of this Policy will result in disciplinary action, up to and including termination.

EXHIBIT 9

Guardian

Request for Waiver of Meal Period and Agreement for On-Duty Meal Period during Emergencies

Employee Name: _____ Date: _____

Shifts of six (6) hours or less.

I understand that Guardian provides a meal period of no less than thirty (30) minutes on any day I work more than five (5) hours. However, if my work period is six (6) hours or less, and Guardian agrees, I may waive my meal period for that day. I hereby request that Guardian allow me to waive my meal period on any day that my total work period is no more than six (6) hours. On any day I do not take a meal period because my shift will be six (6) hours or less, I understand that I must stop working and clock out no later than six (6) hours after my shift begins.

If I am scheduled to work for more than six (6) hours, or expect to work more than six (6) hours during an assigned shift, Guardian provides me with a meal period of no less than thirty (30) minutes and I will be expected to take a meal period no later than five (5) hours after I start my work shift.

I understand that at any time I may revoke this agreement to waive my meal period by notifying my supervisor or the human resources department.

Shifts of twelve (12) hours or less.

I understand that Guardian provides a second meal period of no less than thirty (30) minutes on any day I work more than ten (10) hours. However, if my work period is twelve (12) hours or less, and Guardian agrees, I may waive my second meal period for that day provided I have not waived my first meal period. I hereby request that Guardian allow me to waive my second meal period on any day that my total work period is no more than twelve (12) hours. On any day I do not take a second meal period because my shift will be twelve (12) hours or less, I understand that I must stop working and clock out no later than twelve (12) hours after my shift begins.

If I am scheduled to work for more than twelve (12) hours, or expect to work more than twelve (12) hours during an assigned shift, Guardian provides me with a second meal period of no less than thirty (30) minutes and I will be expected to take a meal period no later than ten (10) hours after I start my work shift.

I understand that at any time I may revoke this agreement to waive my meal period by notifying my supervisor or the human resources department.

Agreement for on-duty meal periods during emergencies.

I hereby agree to take a thirty (30) minute on-duty meal period when due to an emergency I am prevented from being relieved of all duty during my on-duty meal period. Examples of emergencies that would prevent me from taking an off-duty meal period include when the plant “loses the ribbon,” when another employee is unexpectedly absent and it is impossible to get the work done unless I take an on-duty meal period, and other similar situations. On these unusual occasions the nature of my work will require that I take an on-duty meal period to avoid serious ramifications to Guardian. I acknowledge that in these emergency situations I will be allowed to eat and that I will receive pay at my regular rate for this thirty (30) minute on-duty meal period; however, I am required to stay on property during this on-duty meal period and may not be off-duty for the entire thirty (30) minute meal period.

I understand that at any time I may revoke this on-duty meal period agreement by providing written notification to my supervisor or the human resources department.

Policy Applicable to Revocation of Meal Period Waivers.

I understand that because I have signed this meal period waiver, Guardian will schedule work accordingly. If I revoke this waiver, it will result in scheduling and work coverage issues. For this reason, Guardian is establishing a policy that after an employee revokes a meal period waiver two times, the employee will no longer be allowed to waive meal periods but will instead be required to take all unpaid, off duty meal periods, unless Guardian requires the employee to work during an emergency. If you have any questions concerning this policy, please ask before you revoke your meal period waiver.

Employee Signature

Date

Guardian Witness

EXHIBIT 10

**GUARDIAN INDUSTRIES CORP., KINGSBURG
NEW EMPLOYEE ORIENTATION INFORMATION**

NAME Eduardo Gonzalez SHIFT/DEPT A 16L DATE OF HIRE 8-8-201

IN CASE OF EMERGENCY NOTIFY:

I have read and understand the following company policies and have had the opportunity to ask questions and discuss them with a representative of the company. I agree to abide by them as a condition of employment. Furthermore, I understand that a violation of these policies of the company, whether communicated to me in writing or through verbal communication may lead to disciplinary action up to and including termination. All employment practices and policies can be unilaterally changed by the company's appropriate management representatives.

BENEFITS AND COMPENSATION

- ☒ I-9 Form
- ☒ Tax forms (W-4 & EDD)
- ☒ Direct Deposit Form
- ☒ PPO Health Insurance, Prescription Plan, Dental Plan, and Vision HealthGuard Program
- ☒ Employee Assistance Program, Quit for Life, Active Health, Winners Circle, Physicals
- ☒ Life insurance
- ☒ Future Guard savings plan. Eligible after 3 months from date of hire. Automatic 5% contribution starts on the first pay period of the month following your 3 months. Can be changed anytime. Company matches dollar for dollar of first 7% invested.
- ☒ Health Insurance Portability and Accountability Act (HIPAA) Notice
- ☒ Family Medical Leave Act (FMLA)/ California Family Rights Act (CFRA). Calculated over a 12-month rolling period. 30 day notice for foreseeable events.
- ☒ Guardian Short Term Disability. Eligible 12 months from date of hire.
- ☒ California Disability and Paid Family Leave Insurance.
- ☒ Long Term Disability option at a cost to employee.
- ☒ Paid vacation: 8 hours per month beginning on the 1st of the next full month following 3 month orientation period. Vacation is earned in the current calendar year for use in the next calendar year. (Maximum of 80 hours per calendar year) 5 years - 120 hours; 10 years - 128 hours; 15 years - 144 hours; 20 years - 152 hours
- ☒ Eleven paid holidays a year. New Years (2), Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving (2), Christmas (2) and floating day
- ☒ Bonus programs
- ☒ CA Labor Code notice
- ☒ Paid weekly
- ☒ Electronic Pay stub

HOURLY EMPLOYEE INFORMATION

- ☒ Three calendar month orientation period.
- ☒ Shift schedule card
- ☒ Overtime pay is 1.5 times rate for 8-12 hours per payroll day. 2.0 times the rate of pay after 12 hours per payroll day. (OT is occasionally mandatory)
- ☒ Attendance policies are strict. Call in at least one hour before shift to the Security desk to report absence.
- ☒ Two days without calling in will be automatic termination.
- ☒ Keep your own timecards. Turn in your signed card to your supervisor before the pay period ends.
- ☒ Cell Phones (including all mobile devices) are not allowed to be used in the working areas of the facility. Devices can be used within the designated break areas only. Media applications (pictures, video recording, audio recording) is not allowed to be used in the plant or on the property at any time.
- ☒ Employees are provided an unpaid 30 minute meal period no later than the end of the 5th hour of work. A second unpaid 30 minute meal period is also provided no later than the end of the employee's tenth hour of work
- ☒ Meal Period Waiver
- ☒ Employees may take their 30 min lunch offsite. If they choose to do so, they must notify their supervisor before leaving and upon returning
- ☒ Rest breaks cannot be combined with meal breaks. Breaks begin when the employee reaches an area away from the work station that is appropriate for rest.
- ☒ Corrective Action (PPC, WW, DML, Termination)
- ☒ Amnesty Program

SAFETY AND TRAINING

- ☒ Report all work related injuries or illnesses to your manager or supervisor as soon as possible. Failure to report may lead to disciplinary action up to and including termination.
- ☒ Workers Compensation
- ☒ Must wear steel toed safety shoes that meet ANSI standard.
- ☒ Must wear safety glasses.
- ☒ No weapons, narcotics, alcohol usage or possession on Company premises.
- ☒ No smoking or tobacco on Company premises.
- ☒ Lockout/Tagout Training
- ☒ Hazardous Communication/MSDS/GHS
- ☒ Workplace Fire Safety
- ☒ Back Injury Prevention Training
- ☒ Confined Space Training
- ☒ Forklift Training Video
- ☒ Blood Borne Pathogen Video
- ☒ Hearing Conservation Training
- ☒ ISO 9001 Training
- ☒ Safety and Personal Conduct Manual

EMPLOYEE INFORMATION

- ☒ Employment is At Will.
- ☒ Confidentiality Agreement
- ☒ Electronic Communications Policy
- ☒ Harassment/Discrimination Policy
- ☒ Drug and Alcohol Policy
- ☒ Workplace Violence Policy
- ☒ Environmental Policy

- ☒ Code of Conduct
- ☒ MBM Guiding Principles
- ☒ Guardian's Policy on Unions
- ☒ Communication (open door policy)

MISC. INFORMATION

- ☒ Parking is one vehicle per stall. No parking in unmarked areas.
- ☒ Vending machines and microwave ovens in break room. Clean up after yourself.
- ☒ Vending Machine Reimbursement
- ☒ No aluminum cans allowed on premises
- ☒ Lockers located in restrooms near the employee entrance
- ☒ Lost and Found in security
- ☒ Bulletin boards at employee entrance with company information
- ☒ Employee purchases -glass
- ☒ Guardian in our Community
- ☒ People Perks - Discounts
- ☒ Costco Card
- ☒ Tours for family
- ☒ PPE deduction form and Fastenal ID

More specific injury and illness prevention training will be given to employees by the manager and/or supervisor in the work are assigned. DO NOT TAKE CHANCES, ASK QUESTIONS!

Eduardo Gonzalez
Employee Name

Edw [Signature]
Employee's Signature

08-08-2016
Date

Wly Yang
HR Name

[Signature]
Human Resources Signature

8-8-16
Date

EXHIBIT 11

Policy Number: Pay-04
Policy Name: Payday, Overtime and Other Wages
Revision: 005
Effective Date: 01/31/17
Scope: All non-exempt employees at Guardian Kingsburg

Final Wages

An employee without a written employment contract for a definite period of time who gives at least 72 hours prior notice of his or her intention to quit, and quits on the day given in the notice, will be paid all of his or her wages, including accrued vacation, at the time of quitting.

An employee without a written employment contract for a definite period of time who quits without giving 72 hours prior notice will be paid all of his or her wages, including accrued vacation, within 72 hours of quitting. An employee who quits without giving 72-hours prior notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

The place of the final wage payment for employees who are terminated (or laid off) is the place of termination. The place of final wage payment for employees who quit without giving 72 hours prior notice and who do not request that their final wages be mailed to them at a designated address, is at the office of the employer within the county in which the work was performed.

Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply UNLESS the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code Section 213(d) relating to the payment of wages upon termination or quitting of employment.

EXHIBIT 12