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Attorneys for Plaintiff
ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for All Purposes to Hon. David Cohn,
Dept. S-26]*

**COMPENDIUM OF DECLARATIONS
FILED CONCURRENTLY WITH
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2022

Time: 10:00 a.m.

Dept.: S26

With respect to the declarations and supporting exhibits cited in Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the following are hereby concurrently filed with the Court:

Exhibit A: Declaration of Elizabeth Nguyen in support of Plaintiff's Motion ("Nguyen Decl.")

Exhibit 1 to Nguyen Decl.: Plaintiff's March 19, 2021 LWDA Letter

Exhibit 2 to Nguyen Decl.: Stipulation of Settlement

Exhibit B: Declaration of Scott M. Lidman in support of Plaintiff's Motion

Exhibit C: Declaration of Milan Moore in support of Plaintiff's Motion

Exhibit D: Declaration of Paul K. Haines in support of Plaintiff's Motion ("Haines Decl.")

Exhibit E: Declaration of Plaintiff Angel Medina in support of Plaintiff's Motion

Exhibit F: Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in support of Plaintiff's Motion ("Lawrence Decl.")

Exhibit A to Lawrence Decl.: Phoenix Settlement Administrators' Curriculum Vitae

Exhibit B to Lawrence Decl.: Phoenix Settlement Administrators' Data Center Policies and Procedures

Exhibit C to Lawrence Decl.: Phoenix Settlement Administrators' Server, Facility and Maintenance Security Protocols and Review

Exhibit D to Lawrence Decl.: Phoenix Settlement Administrators' Semiannual Training Materials

Exhibit E to Lawrence Decl.: Phoenix Settlement Administrators' Insurance Policy

Exhibit F to Lawrence Decl.: Phoenix Settlement Administrators' Cost Breakdown

1 Dated: August __, 2022

Respectfully submitted,
LIDMAN LAW, APC

2
3 By:



Elizabeth Nguyen
Attorneys for Plaintiff
ANGEL MEDINA

EXHIBIT A

to Compendium of Declarations

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Case No.: CIVSB2108801

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Cohn, Dept. S-26]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 8, 2022

Time: 10:00 a.m.

Dept.: S26

1 I, ELIZABETH NGUYEN, declare as follows:

2 1. I am a shareholder of the law firm Lidman Law, APC, and counsel for the named
3 Plaintiff Angel Medina (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to
5 practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify competently to them if called upon to do so.

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an
8 extern for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of
9 California. During law school, I also worked as a law clerk in the Enforcement Unit of the Office
10 of the Chief Trial Counsel for the State Bar of California.

11 3. Since graduating from law school, my practice has focused almost exclusively on
12 employment litigation. In October 2007, I began working as an associate attorney at the
13 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
14 website is the “largest law firm in the world exclusively devoted to representing management in
15 employment, employee benefits and labor law matters.”

16 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed
17 Smith LLP. During my employment at Reed Smith, I worked exclusively in the labor and
18 employment practice group. In June 2013, I returned to Littler Mendelson as an associate attorney,
19 was promoted to Shareholder in 2015, and was elevated to participating Shareholder in 2017.
20 Since October 2007, my practice has been and continues to be exclusively labor and employment
21 law, with a strong emphasis on wage and hour class actions venued in both state and federal courts.
22 During this time period and my legal career in general, I also worked on a number of single and
23 multi-plaintiff wage and hour matters as well. During my employment at Littler Mendelson, I was
24 a member of its Class Action Practice Group.

25 5. During my employment at Littler Mendelson, I played a significant role in the class
26 actions that I was staffed on, and was primarily responsible for managing the litigation both in my
27 role as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and
28 hour class action experience performing the following types of tasks: drafting demurrers, motions

1 to strike and/or dismiss; removing actions from state court to federal court; drafting and responding
2 to written discovery; drafting and opposing discovery related motions; arguing discovery related
3 motions; drafting motions to consolidate related matters; interviewing putative class members and
4 obtaining declarations in connection with class certification; drafting oppositions to motions for
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing
8 named plaintiffs and putative class members; deposing retained expert witnesses; and defending
9 the depositions of corporate witnesses. I also was involved in the negotiations and settlements of
10 many large wage and hour class actions. In short, I played an integral role in all aspects of litigation
11 from the inception of a matter through and beyond class certification. I also supervised the work
12 of several associate attorneys who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and
14 PAGA actions that I performed substantial work on while I was an Associate and/or Shareholder
15 at Littler Mendelson:

- 16 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles
17 Superior Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 18 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior
19 Court, County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 20 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx,
21 United States District Court, Central District of California, Honorable Judge
22 Percy Anderson, presiding.
- 23 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx,
24 United States District Court, Central District of California, Honorable Judge
25 Percy Anderson, presiding.

- 1 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932,
2 California Superior Court, County of Los Angeles, Honorable Judge Jane
3 Johnson, presiding.¹
- 4 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346,
5 California Superior Court, County of Orange, Honorable Judge Thierry
6 Patrick Colaw, presiding.
- 7 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512,
8 California Superior Court, County of Solano, Honorable Judge Paul
9 Berman, presiding.
- 10 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM,
11 United States District Court, Central District of California, Honorable Judge
12 Dale Fischer, presiding.
- 13 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
14 United States District Court, Central District of California, Honorable Judge
15 Margaret Morrow, presiding.
- 16 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United
17 States District Court, Central District of California, Honorable Judge
18 Margaret Morrow, presiding.
- 19 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-
20 CTL, California Superior Court, County of San Diego, Honorable Judge
21 Jeffrey B. Barton, presiding.
- 22 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California
23 Superior Court, County of Santa Clara.
- 24 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
25 Court, County of Los Angeles, Honorable Judge Terry Green, presiding.

27 ¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC
28 406663.

- 1 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California
2 Superior Court, County of San Francisco.
- 3 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM,
4 United States District Court, Central District of California, Honorable Judge
5 Dale Fischer, presiding.
- 6 ▶ *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM,
7 United States District Court, Central District of California, Honorable Judge
8 Dale Fischer, presiding.

9 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to start a
10 law firm with another former Littler Mendelson Shareholder, Scott M. Lidman, to represent
11 employees with work-related claims, including primarily wage and hour claims and almost
12 exclusively on a class-action basis. I am currently a Shareholder of Lidman Law, APC.
13 Currently, over ninety percent (90%) of my practice is dedicated exclusively to the prosecution
14 of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five (65)
15 wage and hour class actions filed in State courts throughout California, with several of them
16 having been removed to Federal courts. I believe that my professional experience renders me
17 more than qualified to serve as class counsel in this lawsuit involving claims of underpaid
18 overtime and minimum wages, meal and rest period violations, and derivative penalty claims.
19 Not only have I litigated dozens of wage and hour cases throughout my career involving similar
20 claims, including the wage and hour class actions identified above, I have litigated similar claims
21 from both plaintiff and defense perspectives. As a result, I am able to realistically assess and
22 evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage
23 and hour claims, as well as those facts and arguments in support and in opposition to class
24 certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
25 involved in wage and hour class action litigation.

26 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
27 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
28 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of

1 Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case
2 No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable
3 Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No.
4 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David
5 Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court,
6 County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander*
7 *Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles,
8 Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No.
9 BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
10 presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court,
11 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western*
12 *Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable
13 Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
14 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J.
15 Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California
16 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman*
17 *v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside,
18 Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No.
19 CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David
20 S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-
21 00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins
22 presiding *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court,
23 County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v.*
24 *Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County
25 of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride,*
26 *LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San
27 Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No.
28 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh

1 presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court,
2 County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v.*
3 *Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court
4 for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5 9. As co-lead counsel for Plaintiff Angel Medina and the proposed Settlement Class,
6 I have been intimately involved in every aspect of this case from its inception through the present,
7 and I believe that the proposed Settlement is a favorable result for the Settlement Class Members
8 under the circumstances presented.

9 10. According to its website, Defendant National Paving Company, Inc. (hereinafter
10 referred to as “National Paving” or “Defendant”) is a provider of a variety of site and maintenance
11 and new construction trades, including full-depth replacement, asphalt, and concrete repairs, and
12 ADA retrofits. On March 19, 2021, Plaintiff filed a putative class action complaint against
13 Defendant in San Bernardino County Superior Court. On March 19, 2021, Plaintiff sent a letter to
14 the California Labor Workforce Development Agency (“LWDA”) regarding Defendant’s alleged
15 Labor Code violations and Plaintiff’s intent to bring a claim for civil penalties under the Labor
16 Code Private Attorneys General Act (“PAGA”). A true and correct copy of the LWDA letter is
17 attached hereto as **Exhibit 1**. After exhausting his administrative requirements under the PAGA,
18 Plaintiff filed a First Amended Class and Representative Action Complaint on May 24, 2021
19 adding one cause of action for civil penalties under the PAGA. Plaintiff’s operative complaint
20 alleges that National Paving: (1) failed to pay all minimum wages owed; (2) failed to pay all
21 overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize
22 and permit all legally required rest periods; (5) failure to reimburse necessary business expenses;
23 (6) failed to provide accurate, itemized wage statements; (7) failed to timely pay all wages upon
24 separation of employment; (8) engaged in unlawful business practices; and (9) is liable for civil
25 penalties under the PAGA.

26 11. After agreeing to participate in early mediation, Defendant informally produced
27 time records and payroll data as well as its wage and hour policies and other relevant documents
28 and information relevant to the claims alleged in advance of mediation. Plaintiff conducted an

analysis of the payroll data and time records produced by Defendant. After the detailed review of the payroll and time records and other documents and policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case.

12. On January 24, 2022, after extensive research and analysis, including a detailed analysis of Defendant's potential exposure by Plaintiff, a full-day mediation was held with Tripper Ortman, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses, as well as the legal basis for the claims and defenses. The Parties were unable to reach a settlement at mediation. After the Parties' unsuccessful mediation, National Paving produced information and records regarding its financial condition. As a result, Plaintiff's counsel retained a forensic accountant, Keith Messerschmidt, to review and analyze the financial documents, who confirmed that National Paving's representations regarding its financial condition and ability to pay issues were supported by the financial documents. Mr. Messerschmidt opined that National Paving could not afford to pay more without substantially impacting its ability to continue operating on a go-forward basis. Ultimately, after months of settlement negotiations both with the mediator and directly between counsel, the parties agreed in principle on a class-wide resolution. Thereafter, in the weeks that followed, the Parties signed the Stipulation of Settlement ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 2**. The proposed Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award are attached as Exhibit A to the Settlement.

13. If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of 150,000.00.² See Settlement, ¶ 4. Significantly, this Settlement is **non-**

² Defendant represents that there are an estimated 7,337 workweeks during the Class Period as of April 1, 2022. If the number of workweeks during the Class Period is more than 10% greater than this figure (*i.e.*, if there are 8,071 or more workweeks worked by the Settlement Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was 10% increase in the number workweeks during the Class Period above 8,071, Defendant would agree to increase the Gross Settlement Amount by 10%). Defendant agrees to deposit any increase to the Gross Settlement Amount owed pursuant to this term by the date on which the fourth and final installment payment is due. Alternatively, should the number of workweeks actually worked by Class members in the Class Period trigger this escalator clause, Defendant, at its sole option, can agree to shorten the end date of the Class Period to a date prior to the date of Preliminary Approval such that the escalator clause is not triggered (*i.e.* the end date of the Class Period and PAGA Period would be the date prior to the date of Preliminary Approval).

reversionary, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. *See* Settlement, ¶ 5. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. *Id.* The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$150,000.00
Minus Court-approved attorneys’ fees (1/3 of GSA):	\$50,000.00
Minus Court-approved, verified costs (up to):	\$18,000.00
Minus Court-approved Class Representative Service Award (up to):	\$5,000.00
Minus Settlement Administration Costs:	\$5,950.00
Minus PAGA civil penalties:	\$10,000.00
Net Settlement Amount (“NSA”):	\$61,050.00

The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of the participating Settlement Class members, in four (4) equal installments of \$37,500.00, with the first payment due within ten (10) calendar days of the date the Court enters the Final Approval Order/Judgment followed by three more payments of \$37,500 each starting six months after Final Approval Order/Judgment is entered and every six months thereafter until the Gross Settlement Amount is fully funded.

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA civil penalties, the Settlement requires Defendant to pay a Net Settlement Amount (“NSA”) of at least **\$61,050.00** to all Settlement Class Members who do not timely opt out. This amount does not include the \$2,500.00 PAGA Amount to be paid to the PAGA Employees.

14. According to Defendant, there are approximately 200 total Settlement Class members defined as:

All current and former non-exempt, hourly employees of Defendant National Paving Company, Inc. who worked in California at any time from March 19, 2017 through the date of preliminary approval.

on which the total workweeks worked by the Class Members is closest to but does not exceed 8,071). *See* Settlement ¶ 4.D.

1 Thus, the average Individual Settlement Awards (assuming all Settlement Class Members
2 worked the same length of time and there are no opt-outs) is projected to be approximately
3 **\$305.25, exclusive of any PAGA civil penalties.** There are approximately 7,337 workweeks
4 during the Class Period, which equates to about \$8.32 per workweek (\$61,050/7,337).
5

6 In addition, PAGA Employees is defined as: “All current and former non-exempt, hourly,
7 employees of Defendant National Paving Company, Inc. who worked in California at any time
8 from March 19, 2020 through the date of preliminary approval. Thus, the average individual
9 portion of PAGA Amount is approximately **\$12.50**. Additionally, there are about 1,361 biweekly
10 pay periods during the PAGA Period, which equates to about \$1.84 per pay period (\$2,500/1,361).
11

12 15. Settlement Class members’ claims arise from Defendant’s common, uniform
13 policies and practices that applied to Settlement Class members during the class period.
14 Specifically, Plaintiff alleged that Defendant’s common and uniform policies and practices
15 resulted in the following violations: (1) failure to pay all minimum wages owed; (2) failure to pay
16 all overtime wages owed; (3) failure to provide all legally required meal periods; (4) failure to
17 authorize and permit all legally required rest periods; (5) failure to reimburse necessary business
18 expenses; (6) failure to provide accurate, itemized wage statements; (7) failure to timely pay all
19 wages upon separation; (8) unlawful business practices; and (9) liability for civil penalties under
20 the PAGA.
21

22 16. As described in the accompanying Motion for Preliminary Approval, Plaintiff
23 alleges that Defendant failed to compensate its non-exempt employees for all time worked.
24 Specifically, Plaintiff alleges that Defendant would keep track of Plaintiff’s time worked and
25 would unlawfully round/shave Plaintiff’s work time such that Plaintiff would not be fully paid for
26 all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-
27 handed over time and would almost exclusively round and shave in Defendant’s favor such that
28 Plaintiff was routinely underpaid for all his time worked. Additionally, during the relevant time
period, Defendant had policies and practices of having supervisors fill out employee timecards.
As a result of Defendant’s failure to properly track the time worked by Plaintiff and other non-

1 exempt employees, Defendant failed to pay Plaintiff and other non-exempt employees for all
2 minimum and overtime wages owed. Accordingly, conservatively based on 15 minutes of unpaid
3 time each shift, or 1.25 hours per workweek, and based on a review of the time punch data and
4 payroll records, Plaintiff estimates Defendant's exposure for unlawful rounding at the overtime
5 rate (as overwhelming majority of shifts were 8+ hours) at approximately \$321,007.00 [7,098
6 workweeks x 1.25 per workweek x \$36.18 (average overtime rate)].

7 17. National Paving contends that it compensated Settlement Class members for all of
8 their time worked. National Paving also contends that its rounding practices were lawful, and
9 any unpaid time was *de minimis* and therefore non-compensable. National Paving further asserts
10 that Plaintiff would be unable to certify a rounding class given the individualized inquiries that
11 would be required, and also that National Paving rounding mechanism was, according to it,
12 allegedly facially neutral. Further, National Paving contends that Plaintiff's assessment of the
13 claim at the overtime rate is incorrect. In light of these defenses, Plaintiff discounted the
14 maximum exposure by 60% for the risk of non-certification, and an additional 45% to account
15 for Defendant's defenses on the merits to arrive at an estimated exposure of approximately
16 \$70,621.54.

17 18. Plaintiff alleges that he and Settlement Class Members were not provided with all
18 legally-required meal periods in compliance with California law due to Defendant's unlawful meal
19 period policies/practices. Due to Plaintiff's job duties, Plaintiff was often prevented from taking
20 meal periods that commenced before the end of the 5th hour of work and/or which were at least
21 30 minutes in length. Specifically, when using handwritten timesheets, Plaintiff and the other non-
22 exempt employees did not write down his start/stop time for lunch, and instead the foreman wrote
23 down the exact same time for every employee or most would simply put an arrow down. As such,
24 the reliability and accuracy of the timesheets are questionable. Therefore, based on a review of
25 the time punch data and payroll records, Plaintiff calculated Defendant's maximum exposure for
26 the alleged meal period violations at approximately \$512,156.00 [7,098 workweeks x 5 shifts/week
27 x .965 (% of shifts over 6.0) x .62 (shifts with non-compliant meal periods) x \$24.12 (average
28 hourly rate)].

1 19. National Paving counters that it has always provided non-exempt employees with
2 an opportunity to take legally compliant meal periods, and any non-compliant meal periods
3 reflected in employee timekeeping records were solely the result of employee choice, rather than
4 any policy or practice of National Paving. National Paving also points out that it is only required
5 to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and that
6 they have always done so. Finally, National Paving contends Plaintiff’s meal period claim is not
7 suited for class certification and individual inquiries would be required to assess which employees
8 took non-compliant meal periods, how many meal periods were non-compliant or missed, and the
9 reasons why a particular employee took a non-compliant meal period or missed a meal period
10 during a particular shift. Accordingly, Plaintiff discounted the maximum exposure by 40% for the
11 risk of non-certification, and an additional 45% to account for National Paving’s defenses on the
12 merits to arrive at an estimated exposure of \$169,011.48.

13 20. Plaintiff alleges that he and other Settlement Class Members were not authorized
14 and permitted to take all required rest periods due to National Paving’s rest period
15 policies/practices which fail to authorize and permit all rest periods for every four hours worked,
16 *or major fraction thereof*. Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not
17 authorized or permitted to take a ten-minute paid rest period for every four (4) hour period worked,
18 *or major fraction thereof* as a result of the work demands imposed by Defendant. In addition,
19 Defendant’s policy and practice required employees to remain on the work premises during rest
20 periods, failing to relinquish all control of employees and restricting their movement during
21 required rest periods, and thereby failed to authorize and permit off-duty rest periods. Accordingly,
22 Plaintiff calculated Defendant’s maximum exposure at approximately \$856,019.00 (7,098
workweeks x 5 shifts over 3.5 hours x \$24.12 average hourly rate).

23 21. National Paving contends it has always maintained and enforced lawful rest period
24 policies and practices, and that Settlement Class Members were authorized and permitted to take
25 all off-duty rest periods in compliance with California law. National Paving argues that Plaintiff’s
26 rest period claims are inherently unsuited for class treatment as it requires an individualized
27 inquiry into whether each Settlement Class member was in fact authorized and permitted to take
28 a compliant rest period, which would devolve into an unmanageable series of mini-trials.

1 Accordingly, Plaintiff discounted the maximum exposure by 65% for the risk of non-certification,
2 and an additional 55% to account for Defendant's defenses on the merits to arrive at an estimated
3 exposure of \$134,822.99.

4 22. Plaintiff alleges that National Paving failed to reimburse them and Settlement Class
5 members for necessary business expenditures, including the maintenance of their uniform
6 required for work activities, as required under Labor Code section 2802. Plaintiff contends that
7 National Paving deducted from Plaintiff's wages towards to cost of cleaning and maintaining
8 mandatory uniforms between \$4 and \$75 per pay period per employee. Accordingly, Plaintiff
9 estimates employees should have been reimbursed approximately \$25.00/month or about
10 \$6.25/week for reasonable uniform related expenses Accordingly, Plaintiff calculates National
11 Paving's maximum exposure for this claim at approximately \$44,363.00 (7,098 workweeks x
12 \$6.25).

13 23. National Paving contends that any purportedly necessary expenses incurred by
14 employees were minimal. National Paving also argues that this claim is not suitable for class
15 treatment, it maintained a lawful expense reimbursement policy, Plaintiff did not submit a request
16 to be reimbursed, and individualized determinations would be required as to how often each
17 employee cleaned their uniform and how much the cleaning costs. Accordingly, Plaintiff
18 discounted the maximum exposure by 50% for the risk of non-certification, and an additional 55%
19 to account for National Paving's defenses on the merits and financial condition, to arrive at an
20 estimated exposure of \$9,981.68.

21 24. Plaintiff further alleges that National Paving issued inaccurate wage statements in
22 violation of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period
23 premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor
24 Code § 226(a) because the wage statements issued to Settlement Class Members did not include
25 all hours worked and the rate at which they were being paid. Therefore, Plaintiff calculated
26 National Paving's maximum exposure for wage statement violations at approximately
27 \$134,650.00 [(\$50.00 x 29 current employees) + (\$100.00 x 1,332 subsequent wage statements)].

28 25. National Paving argues that meal and rest period claims cannot support a claim for
wage statement penalties. National Paving further argues that its alleged wage statement

1 violations could not be shown to be “knowing and intentional,” and that Plaintiff cannot show that
2 he or any other employee “suffer[ed] injury” as a result of the alleged wage statement violations,
3 as required by Lab. Code § 226(e) for imposition of penalties. As such, Plaintiff discounted the
4 calculated exposure by 45% for a risk of non-certification and an additional 50% for a risk of
5 being unsuccessful on the merits to arrive at an estimated total of \$37,028.75.

6 26. Plaintiff alleges that National Paving is also liable for waiting time penalties under
7 Labor Code section 203 as a result of its failure to pay all wages upon separation of employment.
8 Based on the data provided by National Paving, there were approximately 156 Settlement Class
9 Members who have separated their employment with Defendant during the relevant time period
10 who could be entitled to waiting time penalties. Therefore, Plaintiff calculated National Paving’s
11 maximum exposure for waiting time penalties at approximately \$903,053.00 (156 former
12 employees x \$24.12 [average regular rate] x 30 days x 8 hours/day).

13 27. National Paving asserts it has strong defenses to the waiting time claim because
14 there exist good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of
15 penalties. Accordingly, Plaintiff discounted the maximum exposure by 45% for the risk of non-
16 certification, and an additional 40% to account for National Paving’s defenses on the merits to
arrive at an estimated exposure of approximately \$298,007.49.

17 28. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing
18 alleged Labor Code violations. Plaintiff calculated National Paving’s exposure at approximately
19 \$136,100.00 (1,361 pay periods x \$100 initial violation rate).

20 29. National Paving argues that Plaintiff’s PAGA claim will fail for the same reasons
21 that his underlying claims will fail. National Paving also maintains that, given its good faith
22 defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if
23 it were to find National Paving liable for any of Plaintiff’s claims. Therefore, Plaintiff discounted
24 the maximum exposure figure by 50% for a risk of being unsuccessful on the merits, and an
25 additional 35% to account for the possibility of this Court reducing penalties, to arrive at an
26 estimated exposure of approximately \$44,232.50.

27 30. Using these estimated figures for each of the claims described above, Plaintiff
28 predicted the realistic total recovery for the Settlement Class would be approximately \$763,706.43.

1 The proposed settlement of \$150,000.00 therefore represents approximately 20% of the reasonably
2 forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement
3 will provide tangible monetary relief to Settlement Class Members, and will still provide an
4 average recovery to Settlement Class Members of over \$300.00, which is a good result in light of
5 National Paving's financial condition and the possibility that National Paving would not have been
6 able to pay any final judgment if this case proceeded to through trial.

7 31. Here, Class Counsel will also apply for an attorneys' fees award of one-third of
8 the GSA, which is currently estimated to be \$50,000.00, and up to \$18,000.00 in verified costs
9 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
10 risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel
11 has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's
12 claims, conducting legal research, reviewing Defendant's documents and policies, analyzing
13 Settlement Class Members' timekeeping data and payroll records, preparing for and attending
14 mediation, reviewing National Paving's financials, negotiating and revising the MOU, long-form
15 Settlement, preparing this Motion, and otherwise litigating the case. Class Counsel expect to
16 expend additional attorney time in attending the hearing on this Motion, overseeing the Notice
17 process and fielding questions from Settlement Class members, preparing the final approval
18 papers and attending the Final Approval hearing.

19 32. Plaintiff has provided written approval of the split of attorneys' fees in this action.

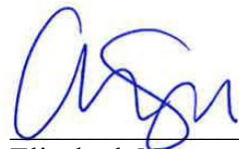
20 33. Plaintiff will seek a service award of \$5,000.00 at the time of seeking final
21 approval, and I believe this is reasonable given Plaintiff's efforts in this case and the risks he
22 undertook on behalf of the Settlement Class members, including the risk that she could be liable
23 for Defendant's costs if this case was unsuccessful, and because this amount is consideration for
24 Plaintiff's general release and 1542 waiver against Defendant. Plaintiff was integral in the
25 prosecution of this action, by, among other things, providing substantial factual information and
26 documents to Class Counsel, attending multiple meetings and conferences with Class Counsel to
27 discuss the claims and theories at issue in the litigation, and otherwise actively participating in
28 the prosecution of their claims.

1 34. Although the parties engaged in informal discovery throughout this action, the
2 parties still had significant discovery to complete in formal litigation had the matter not settled.
3 Moreover, Plaintiff still had to file for class certification, and faced the prospect of appeals in the
4 wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment
5 ruling. Even if the classes sought to be certified by Plaintiff were in fact certified, the parties
6 would incur considerably more attorneys' fees and costs through a possible decertification motion,
7 trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.
8 Further, National Paving's financial condition and ability to pay an eventual judgment was a large
9 factor in the settlement decision. Thus, this factor supports preliminary approval.

10 35. I have directed my office to submit a copy of the instant Motion for Preliminary
11 Approval and all supporting documents via the LWDA's website on the same date concurrently
12 herewith and will have a supplemental proof of service filed after the Motion for Preliminary
13 Approval and all supporting documents are submitted to the LWDA.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed on August 17, 2022 at El Segundo, California.

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19 Elizabeth Nguyen
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EXHIBIT 1

to Declaration of Elizabeth Nguyen

EXHIBIT 1

to Declaration of Elizabeth Nguyen

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

March 19, 2021

VIA LWDA WEBSITE

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

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

National Paving Company, Inc.
c/o Richard James Lindholm, Agent for
Service of Process
4361 Fort Drive
Riverside, CA 92509

Re: *Angel Medina v. National Paving Company, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Angel Medina in claims arising from his employment with National Paving Company, Inc., a California corporation (“Defendant”). Mr. Medina is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Mr. Medina intends to pursue a lawsuit on behalf of other “aggrieved employees”, which should be considered to include all current and former hourly employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Medina, a former employee, was employed by Defendant as an hourly, non-exempt employee from approximately January 2018 through November 2020. During his employment with Defendant, Mr. Medina worked at various job sites as a laborer, asphalt raker and/or driver and his job duties included shoveling asphalt, paving, and/or driving. Mr. Medina has performed work for Defendant at job sites throughout Southern California, including San Bernardino County, Bakersfield, Coachella, San Diego, Barstow, East Los Angeles, Beverly Hills, Downey, Compton, Lynwood, Carson, and Torrance.

Throughout Mr. Medina’s employment with Defendant, Mr. Medina was generally scheduled to work Monday through Friday from approximately 5:00 a.m. to approximately 3:00 p.m., and often worked until 7:00 p.m. or 8:00 p.m. During at least a portion of Mr. Medina’s employment, Mr. Medina was not fully paid for all time worked due to Defendant’s timekeeping policies and practices which failed to accurately record Mr. Medina’s actual work time. Specifically, during at least a portion of the relevant time period, Defendant had policies and practices of having supervisors fill out employee timecards. As a result of this policy or practice, Defendant failed to properly account for and track all time actually worked by Mr. Medina, and also failed to pay Mr. Medina all required minimum wages. Further, because Mr. Medina would often work more than eight (8) hours per day and/or forty (40)

hours per week, Defendant's timekeeping policies and practices also deprived Mr. Medina of overtime wages owed to him.

Additionally, during his employment with Defendant, Mr. Medina was not fully paid for all time worked due to Defendant's timekeeping policies and practices because Defendant would unlawfully shave Mr. Medina's work time and/or round Mr. Medina's work time such that Mr. Medina would not be fully paid all wages he was rightfully owed. This time shaving/rounding practice utilized by Defendant was not-even handed over time and would round and/or shave in Defendant's favor such that Mr. Medina was routinely underpaid for his time worked, including minimum wages. As a result of this policy or practice, Defendant failed to properly account for and track all time actually worked by Mr. Medina, and also failed to pay Mr. Medina all required minimum wages. Further, Mr. Medina and other non-exempt, hourly employees often worked over eight hours in a day and/or 40 hours in a week, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed.

During his employment with Defendant, Mr. Medina was not provided all legally required meal periods due to Defendant's unlawful meal period policies and practices. Throughout his employment with Defendant, Mr. Medina was not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free and timely 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, due to Mr. Medina's job duties, Mr. Medina was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. In addition, Defendant failed to maintain policies and practices requiring employees to record the start and stop times for meal periods, in violation of California law. As a result of Defendant's unlawful meal period policies and practices, Mr. Medina meal periods were often late, less than 30 minutes in length or otherwise unlawful. Additionally, during times when Mr. Medina worked in excess of 10.0 hours per shift, Defendant failed to provide Mr. Medina with a second, timely meal period of at least 30 minutes in length.

Although Mr. Medina was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Medina with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief during at least a portion of the relevant time period, Defendant maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their hourly, non-exempt employees.

Mr. Medina was also not authorized and permitted to take all legally required paid rest periods due to Defendant's unlawful rest period policies and practices. Specifically, Mr. Medina worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid rest period for every four (4) hour period worked, or major fraction thereof. Accordingly, Defendant's rest period policies and practices fail to authorize and permit duty-free rest periods for every four hours worked, or major fraction thereof.

On those occasions when Mr. Medina was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Medina with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the

class period, Defendant maintained no payroll code or other mechanism for paying rest period premiums when Defendant failed to provide a legally compliant rest period.

Throughout Mr. Medina's employment with Defendant, Defendant failed to reimburse Mr. Medina for expenses he incurred in direct consequence of the discharge of his duties including, without limitation, costs incurred for uniforms and uniform cleaning fees. Despite the necessity of incurring expenses in the discharge of his duties, Mr. Medina was never reimbursed for all necessary expenditures he incurred as a direct consequence of the discharge of his duties, as mandated by Labor Code section 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all minimum and overtime wages, as well failure to pay all meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Medina and other hourly, non-exempt employees. As such, each such wage statement did not accurately state the hours worked, gross pay, net pay, and deductions for said pay period.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Minimum Wage Violations

Defendant was required to pay Mr. Medina and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; the Wage Order 16, § 4. Mr. Medina and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping practices which failed accurately record Mr. Medina and other aggrieved employees' actual work time. As alleged above, Defendant had policies and practices of having supervisors fill out employee timecards. As a result, Defendant failed to properly account for and track all time actually worked by Mr. Medina, and also failed to pay Mr. Medina all required minimum wages. Additionally, during his employment with Defendant, Mr. Medina was not fully paid for all time worked due to Defendant's timekeeping policies and practices because Defendant would unlawfully shave Mr. Medina's work time and/or round Mr. Medina's work time such that Mr. Medina would not be fully paid all wages he was rightfully owed. This time shaving/rounding practice utilized by Defendant was not-even handed over time and would round and/or shave in Defendant's favor such that Mr. Medina was routinely underpaid for his time worked, including minimum wages. As a result of this policy or practice, Defendant failed to properly account for and track all time actually worked by Mr. Medina, and also failed to pay Mr. Medina and other aggrieved employees all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Medina and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 16, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any

seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. Mr. Medina and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping practices which failed to record Mr. Medina and other aggrieved employees' actual work time. As alleged above, Defendant had policies and practices of having supervisors fill out employee timecards. As a result, Defendant failed to properly account for and track all time actually worked by Mr. Medina, and also failed to pay Mr. Medina all required minimum wages. Further, because Mr. Medina would often work more than eight (8) hours per day and/or forty (40) hours per week, Defendant's timekeeping policies and practices also deprived Mr. Medina of overtime wages owed to him. Additionally, during his employment with Defendant, Mr. Medina was not fully paid for all time worked due to Defendant's timekeeping policies and practices because Defendant would unlawfully shave Mr. Medina's work time and/or round Mr. Medina's work time such that Mr. Medina would not be fully paid all wages he was rightfully owed. This time shaving/rounding practice utilized by Defendant was not-even handed over time and would round and/or shave in Defendant's favor such that Mr. Medina was routinely underpaid for his time worked, including minimum wages. Further, Mr. Medina and other non-exempt, hourly employees often worked over eight hours in a day and/or 40 hours in a week, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed. As a result of these policies/practices, Mr. Medina and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Medina and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 11. Throughout Mr. Medina's employment with Defendant, Mr. Medina was not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free and timely 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, due to Mr. Medina's job duties, Mr. Medina was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. In addition, Defendant failed to maintain policies and practices requiring employees to record the start and stop times for meal periods, in violation of California law. As a result of Defendant's unlawful meal period policies and practices, Mr. Medina meal periods were often late, less than 30 minutes in length or otherwise unlawful. Additionally, during times when Mr. Medina worked in excess of 10.0 hours per shift, Defendant failed to provide Mr. Medina with a second, timely meal period of at least 30 minutes in length. As a result, Mr. Medina and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Medina was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Medina and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant failed to authorize and permit Mr. Medina and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 12. Specifically, Mr. Medina worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid rest period for every four (4) hour period worked, or major fraction thereof. Accordingly, Defendant's rest period policies and practices fail to authorize and permit duty-free rest periods for every four hours worked, or major fraction thereof. As a result, Mr. Medina and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Business Expenses

Defendant failed to reimburse Mr. Medina and other aggrieved employees for necessary work expenses, including, without limitation, costs incurred for uniforms and uniform cleaning fees. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 16 § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Mr. Medina and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest, as mandated by Labor Code section 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Medina and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premium wages, hours worked, gross pay, net pay, and deductions for said pay period, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Medina and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Medina and other aggrieved employees all of their final wages at the time of separation, which included, among other things, all minimum and overtime wages, as well as meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Mr. Medina and similarly aggrieved employees was willful and, consequently, entitles Mr. Medina and other aggrieved employees to waiting time

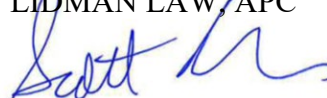
penalties equal to the employee's daily rate of pay for each day that the Defendant failed to pay all the employee all final wages due, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Medina will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Medina's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Medina and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Medina and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Medina and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Medina and other aggrieved employees;
- e) Defendant violated Labor Code §§ 2802 by failing to reimburse Mr. Medina and other aggrieved employees for all necessary expenditures incurred;
- f) Defendant violated Labor Code § 226 by failing to furnish Mr. Medina and other aggrieved employees with accurate and compliant itemized wage statements;
- g) Defendants violated Labor Code § 203 by failing to pay Mr. Medina and other aggrieved employees for all wages owed at the time of their separation of employment.
- h) Defendant violated Labor Code § 204 by failing to pay Mr. Medina and other aggrieved employees all earned wages at least twice during each calendar month; and
- i) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Medina and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

to Declaration of Elizabeth Nguyen

EXHIBIT 2

to Declaration of Elizabeth Nguyen

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Angel Medina (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant National Paving Company, Inc. (“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 of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC (collectively, “Class Counsel”). Defendant is represented by Brian D. Peters of Kaufman Dolowich & Voluck LLP.

On March 19, 2021, Plaintiff filed a Complaint against Defendant in San Bernardino County Superior Court, in the matter entitled *Angel Medina, as an individual and on behalf of all others similarly situated v. National Paving Company, Inc., a California corporation; and DOES 1 through 100, inclusive*, Case No. CIVSB2108801 (the “Action”). On May 24, 2021, Plaintiff filed a First Amended Complaint. In the operative First Amended Complaint, Plaintiff alleged the following claims against Defendant: (1) failure to pay all minimum wages owed; (2) failure to pay overtime wages owed; (3) failure to provide meal periods, or premium pay for non-compliant meal periods; (4) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (5) failure to reimburse necessary business expenses; (6) failure to issue accurate, itemized wage statements; and (7) failure to pay all wages upon termination. As a result of the foregoing alleged violations, Plaintiff contends that Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices and for civil penalties under the Labor Code Private Attorneys General Act of 2004.

Defendant denies Plaintiff’s claims, and further denies the existence of a class.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class, Aggrieved Employees and the State of California. 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 Defendant National Paving Company, Inc. who worked in California at any time from March 19, 2017 through the date of preliminary approval.

For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of March 19, 2017 through the date of preliminary approval; subject, however, to potential adjustment in accordance with the provision of Section 4.D. of this Agreement.

The Parties agree that certification for purposes of this Settlement Agreement 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, the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of Aggrieved Employees:

All current and former non-exempt, hourly, employees of Defendant National Paving Company, Inc. who worked in California at any time from March 19, 2020 through the date of preliminary approval.

For purposes of this Settlement Agreement, the “PAGA Period” and release under the PAGA shall mean the time period between March 19, 2020 and the date of preliminary approval.

3. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Settlement Class members and Plaintiff will release all claims, demands, rights, liabilities and causes of action that were pled, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period with respect to the following claims, that arose during the Class Period with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to issue accurate, itemized wage statements; (g) failure to pay all wages upon termination; (h) all claims for unfair business practices under Business and Professions Code section 17200, et seq that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226 et seq., 226.3, 226.7, 510, 512, 516, 558, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and 2698, et seq., and the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16 and claims under Code of Civil Procedure section 1021.5, Civil Code sections 3287 and 3289 that could have been sought based on the causes of action or legal theories described above (collectively, the “Released Claims”).
- B. The Settlement Class and each participating Class Member will fully release and discharge Defendant and all Released Parties for the Released Claims for any period during the Release Period. Participating Class Members will be deemed to have acknowledged and agreed that the Released Claims asserted in the Action are disputed and that California Labor Code § 206.5 is not applicable to their individual settlement payment.
- C. Unless otherwise provided herein, the time period for the release of the Released Claims shall be the same time period as the Class Period.

D. PAGA Release by Aggrieved Employees: Aggrieved Employees (including those who submit a Request for Exclusion) will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described above. The release period for the PAGA claim shall be the same as the PAGA Period. All Aggrieved Employees, regardless of whether they have opted out of the Class Settlement as described above, and the State of California shall be bound by the PAGA Release and fully release and discharge Defendant and all Released Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in this Action. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Unless otherwise provided by law, the Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court, this Agreement shall not be subject to collateral attack by any Aggrieved Employee, and such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her individual Settlement Payment (collectively, "PAGA Released Claim").

E. Plaintiff's Release: In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties through the date Plaintiff signs this Agreement. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which 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.

- (1) Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement Agreement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims; and (ii) rights or claims arising out of this Settlement Agreement. This Settlement Agreement in no way affects benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.
- (2) In addition, Plaintiff acknowledges that he has no intent to apply and/or re-apply for employment at Defendant. Plaintiff further acknowledges that Defendant or any related, successor, parent, or subsidiary companies has the

right to refuse rehire of Plaintiff for non-discriminatory and non-retaliatory reasons.

- F. The releases identified herein shall become effective on the date on which Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes ("Effective Date of the Release"). Upon the Effective Date of the Release, all Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Claims.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators (or other mutually agreeable alternative Settlement Administrator) as the "Settlement Administrator" to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.
- B. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of the participating Settlement Class members, in four (4) equal installments of \$37,500.00, with the first payment due within ten (10) calendar days of the date the Court enters the Final Approval Order/Judgment followed by three more payments of \$37,500 each starting six months after Final Approval Order/Judgment is entered and every six months thereafter until the Gross Settlement Amount is fully funded.
- C. This is a **non-reversionary** settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$5,950.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Service Award, in recognition of his contributions to the Action, his service to the Settlement Class, his general release of all claims against Defendant, and waiver under section 1542 of the Civil Code as set forth above;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees below, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Class Counsel's attorneys' fees are currently estimated to be Fifty Thousand Dollars and Zero Cents (\$50,000.00). In the event that the Court reduces or does not approve the requested Class

Counsel attorneys' fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

- (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

- D. **Unexpected Workweeks/Escalator Clause.** Defendant represents that there are an estimated 7,337 workweeks during the Class Period as of April 1, 2022. If the number of workweeks during the Class Period is more than 10% greater than this figure (*i.e.*, if there are 8,071 or more workweeks worked by the Settlement Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was 10% increase in the number workweeks during the Class Period above 8,071, Defendant would agree to increase the Gross Settlement Amount by 10%). Defendant agrees to deposit any increase to the Gross Settlement Amount owed pursuant to this term by the date on which the fourth and final installment payment is due. Alternatively, should the number of workweeks actually worked by Class members in the Class Period trigger this escalator clause, Defendant, at its sole option, can agree to shorten the end date of the Class Period to a date prior to the date of Preliminary Approval such that the escalator clause is not triggered (*i.e.* the end date of the Class Period and PAGA Period would be the date prior to the date of Preliminary Approval on which the total workweeks worked by the Class Members is closest to but does not exceed 8,071).
- E. Defendant's share of payroll taxes (FICA, Medicare, FUTA and SUTA) shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant agrees to deposit the employer's share of payroll taxes with the mutually-selected third party administrator by the date on which the fourth and final installment payment is due.

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

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
- i. The Net Settlement Amount, not including the PAGA Amount payable to Settlement Class Members as described above, shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, 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 workweeks worked by all Settlement Class Members who worked during the Class Period.
 - ii. PAGA Amount: In addition, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period, which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all PAGA Employees.
- C. Within ten (10) calendar days following Defendant's deposit of the last and final installment payment of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: twenty percent (20%) as wages and reported via an IRS Form W-2; and eighty percent (80%) as penalties and interest reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing IRS Forms W-2 and IRS Forms 1099 to participating Settlement Class members. If an Aggrieved Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as 100% penalties and reported on an IRS Form 1099. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be transmitted to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.
 - F. Neither Plaintiff nor Defendant shall 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.
 - G. The Settlement Agreement will become effective on the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed ("Effective Date").
6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Fifty Thousand Dollars and Zero Cents (\$50,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) from the Gross 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. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.
7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time and risk in prosecuting this case, his service to the Settlement Class, his general release of all claims against Defendant, and waiver under section 1542 of the Civil Code. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.
8. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$5,950.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from

the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by all Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore, and Elizabeth Nguyen of Lidman Law, APC as Class Counsel.
- C. Appointing Angel Medina 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 Notice of Pendency of Class Action and Settlement and Notice of Individual Settlement Award, drafts of which are attached collectively hereto as **Exhibit A**), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within twenty (20) calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the number of workweeks worked (or information allowing the Settlement Administrator to calculate same) as an hourly, non-exempt employee by each Settlement Class member while employed during the Class Period and PAGA Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within fourteen (14) calendar days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award 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 shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) calendar days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) calendar days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant’s Counsel to provide notice of the proposed settlement.
- 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 sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion 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, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Unless otherwise provided for in this Settlement Agreement, any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. The Parties agree there is no statutory or other right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. An Aggrieved Employee who submits a valid and

timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount and be bound by the PAGA Release.

- iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
 - iv. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with weekly reports as to any Requests for Exclusion.
- E. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel). Class Counsel shall file any objections with the Court. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections. The Settlement Administrator shall provide Class Counsel and Defendants' counsel with weekly reports as to any written objections.
- F. Notice of Individual Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well the Settlement Class member's number of pay periods worked as a non-exempt employee during the Class Period. 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 shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. If a resolution cannot be reached by and among the Parties and the Settlement Administrator, the Court will render all final decisions on disputes.

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. 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 Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Non-disclosure and Non-publication.** Plaintiff and Plaintiff's counsel agree not to publicize the Settlement. This provision shall not apply to the filing of any documents with the Court which are necessary to effectuate the Settlement, nor is it intended to interfere with or restrict: (1) the third-party administrator from distributing the notice packets and otherwise complying with its obligation to provide information to affected Class Members; or (2) the third-party administrator from posting any judgment on its website. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. This provision shall not apply to limit Plaintiff and Class Counsel's ability to effectuate their duties to the Settlement Class Members or limit their ability to communicate with Settlement Class Members as contractually required to effectuate the terms of the Settlement Agreement as set forth herein.

14. **Mutual Non-Disparagement.** Further, Plaintiff agrees not to make any untruthful, malicious, disparaging or defamatory statements, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Defendant, its executives, officers, directors or managers or Defendant's subsidiaries, divisions, affiliates, or services. Plaintiff further agrees not to encourage authorize or permit any untruthful, malicious, disparaging or defamatory statements to be made by others on his behalf. Plaintiff confirms he has not posted any negative comments about Defendant on Glassdoor, Yelp, or other websites.

Defendant's executives, officers, directors, and managers will not directly or indirectly, make any disparaging, derogatory, or defamatory remarks about Plaintiff. Plaintiff shall direct all individuals inquiring about Plaintiff's employment with Defendant to Defendant's Human Resources Department, and Defendant shall only respond with providing Plaintiff's last position held and dates of employment.

15. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

16. **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.

17. **Attorneys' Fees:** 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. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Brian D. Peters, Kaufman Dolowich & Voluck LLP, 21515 Hawthorne Blvd., Suite 450, Torrance, CA 90503; bpeters@kdvlaw.com

if to Plaintiff: Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150 El Segundo, California 90245; slidman@lidmanlaw.com, enguyen@lidmanlaw.com, mmoore@lidmanlaw.com, rtamiry@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

19. **Cooperation.** The Parties agree to work cooperatively and in good faith to execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement, and the Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

20. **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.

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

DATED: July 27, 2022

NATIONAL PAVING COMPANY, INC.



By: Richard Lindholm
Title: President & CEO

DATED:

PLAINTIFF ANGEL MEDINA

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: July 27, 2022

KAUFMAN DOLOWICH & VOLUCK LLP



By: Brian D. Peters
Attorney for National Paving Company, Inc.

presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

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

DATED:

NATIONAL PAVING COMPANY, INC.

By: Richard Lindholm
Title: President & CEO

DATED:

7/28/27

PLAINTIFF ANGEL MEDINA

By: Angel Medina
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

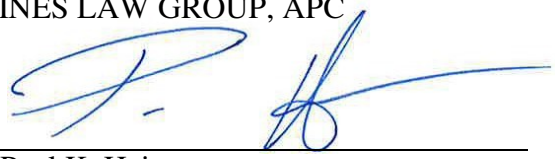
DATED:

KAUFMAN DOLOWICH & VOLUCK LLP

By: _____
Brian D. Peters
Attorney for National Paving Company, Inc.

DATED: August 2, 2022

HAINES LAW GROUP, APC

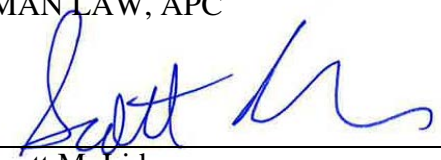
By: 

Paul K. Haines

Attorneys for Plaintiff Angel Medina

DATED: August 2, 2022

LIDMAN LAW, APC

By: 

Scott M. Lidman

Attorneys for Plaintiff Angel Medina

EXHIBIT A

to Stipulation of Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on behalf of
all others similarly situated.

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a California
corporation; and Does 1 through 100, inclusive

Defendants.

Case No. CIVSB2108801

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant National Paving Company, Inc. ("Defendant" or "National Paving") who worked in California at any time between March 19, 2017 and **<<DATE OF PRELIMINARY APPROVAL>>**. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Angel Medina, as an individual and on behalf of all others similarly situated v. National Paving Company, Inc., a California corporation; and DOES 1 through 100, inclusive*, Case No. CIVSB2108801 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. National Paving's records show that you were employed at National Paving as an hourly, non-exempt employee in California between March 19, 2017 and **<<DATE OF PRELIMINARY APPROVAL>>** (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Angel Medina ("Plaintiff") brought this Lawsuit against National Paving, seeking to assert claims on behalf of a class of current and former non-exempt, hourly employees who worked for National Paving in California at any time between March 19, 2017 and **<<DATE OF PRELIMINARY APPROVAL>>**. 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."

The Lawsuit alleges that National Paving failed to pay Settlement Class Members all minimum and overtime wages, failed to provide to Settlement Class Members all required meal and rest periods, failed to reimburse necessary business expenses, failed to provide Settlement Class Members with itemized wage statements in compliance with California law, and failed to pay all wages due upon termination. As a result of the foregoing alleged violations, Plaintiff also alleges that National Paving engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act.

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

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, National Paving has concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After National Paving provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

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

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

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for National Paving company, Inc. KAUFMAN DOLOWICH & VOLUCK LLP Brian D. Peters bpeters@kdvlaw.com 21515 Hawthorne Blvd., Suite 450 Torrance, California 90503 Tel: (310) 540-2000 Fax: (310) 540-6609 www.kdvlaw.com
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What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for National Paving in California at any time between March 19, 2017 and **<<DATE OF PRELIMINARY APPROVAL>>**. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against National Paving as described below.

National Paving has agreed to pay \$150,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys’ fees and expenses, payment of PAGA civil penalties, settlement administration costs, and the Class Representative’s Service Award. National Paving’s share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by National Paving separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross 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 will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$5,950.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$50,000.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$18,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Civil Penalties. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is currently estimated to be approximately \$<< >>, to be shared among an estimated << >> Settlement Class Members. The NSA will be divided as follows:

- i. The Net Settlement Amount, not including the PAGA Amount payable to Settlement Class Members as described above, shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, 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 workweeks worked by all Settlement Class Members who worked during the Class Period.
- ii. In addition, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the “PAGA Amount”. All Aggrieved Employees shall receive a portion of the PAGA Amount. “Aggrieved Employees” include all current and former non-exempt, hourly, employees of Defendant who worked in California (including those who submit a Request for Exclusion) at any time between March 19, 2017 and <<DATE OF PRELIMINARY APPROVAL>> (“PAGA Period”). An Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked

during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of Workweeks worked during the PAGA Period, and the denominator of which is the total number of Workweeks worked by all PAGA Employees during the PAGA Period.

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

If you are an Aggrieved Employee and submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will be transferred to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.

Payment Plan by National Paving of Gross Settlement Amount. The Gross Settlement Amount shall be deposited by National Paving with the Settlement Administrator in an account set up by it, based on the following schedule: i) National Paving shall deposit the first payment amount of \$37,500.00 within 10 calendar days of the date the Court enters Judgment/Final Approval Order followed by three more payments of \$37,500 each starting six months after Final Approval Order/Judgment is entered and every six months thereafter until the Gross Settlement Amount is fully funded. Based on this payment plan, the Gross Settlement Amount is expected to be paid in full by approximately <<early 2024>>.

The "Effective Date" is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following National Paving's deposit of the last and final installment payment of the Gross Settlement Amount, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. As this time, the Individual Settlement Awards are expected to be mailed in <<early 2024>>.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be allocated as follows: twenty percent (20%) as wages and reported via an IRS Form W-2; and eighty percent (80%) as penalties and interest reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing IRS Forms W-2 and IRS Forms 1099 to participating Settlement Class Members. The Individual Settlement Award for an Aggrieved Employee who submits a Request for Exclusion shall be allocated as 100% penalties and reported on an IRS Form 1099. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, National Paving 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.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge National Paving, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled or could have been pled based on the factual allegations in any of the Complaints in the Action that arose during the Class Period with respect to the following claims: a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to issue accurate, itemized wage statements; (g) failure to pay all wages upon termination; (h) all claims for unfair business practices under Business

and Professions Code section 17200, et seq that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226 et seq., 226.3, 226.7, 510, 512, 516, 558, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and 2698, et seq., and the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16 and claims under Code of Civil Procedure section 1021.5, Civil Code sections 3287 and 3289 that could have been sought based on the causes of action or legal theories described above (collectively, the “Released Claims”).

The time period of the Released Claims shall be the same time as the Class Period.

PAGA Release by Aggrieved Employees. If the Court approves the Settlement, all Aggrieved Employees (including those who submit a Request for Exclusion) will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described above. The release period for the PAGA claim shall be the same as the PAGA Period. All Aggrieved Employees, regardless of whether they have opted out of the Class Settlement as described above, and the State of California shall be bound by the PAGA Release and fully release and discharge Defendant and all Released Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in this Action. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Unless otherwise provided by law, the Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court, the Settlement shall not be subject to collateral attack by any Aggrieved Employee, and such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her individual Settlement Payment (collectively, “PAGA Released Claim”). The time period for the release of the PAGA Released Claim shall be the same time period as the PAGA Period.

The Releases shall be effective on the date that National Paving fully funds the Gross Settlement Amount and employer’s share of taxes.

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, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

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

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four

digits of your social security number, and your signature. The Request for Exclusion should state words to the effect of:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MEDINA V. NATIONAL PAVING LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files 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.

If you were employed by National Paving at any time since March 19, 2020, you will still receive a portion of the PAGA Amount if you submit a Request for Exclusion.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason for your objection, and any legal or factual or evidence you may have in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department [] of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case (*Angel Medina v. National Paving, Inc.*, San Bernardino County Superior Court Case No. CIVSB2108801).

Any Settlement Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court’s social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court’s website: <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans>

For more information about how to appear at the Final Approval Hearing remotely, please visit the Court’s website at: <https://www.sb-court.org/general-information/remote-access> .

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.

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 [] of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

The Court’s final judgment will be posted on the Settlement Administrator’s website (<http://.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. Due to COVID-19, please visit the Court's website at <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans> for information on accessing the Court and modified service hours due to COVID. You may also contact Class Counsel using the contact information listed above for more information.

Information about the Settlement will be posted on the Settlement Administrator's website (<http://www.>).

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON **<<PRELIM APPROVAL DATE>>.**

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

ANGELA MEDINA V. NATIONAL PAVING, INC.
SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVSB2108801

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 items 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 Individual Settlement Award:

According to National Paving Company, Inc.'s records ("National Paving"):

- (a) You were employed by National Paving and worked a total of workweeks during the time period between March 19, 2017 and **<<date of preliminary approval>>**.
- (b) You were employed by National Paving and worked a total of workweeks during the time period between March 19, 2020 and **<<date of preliminary approval>>**.

Based on the above, your Individual Settlement Award is estimated to be \$.

(IV) If you disagree with items (a) – (b) 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 National Paving's records, National Paving's records will control unless you are able to provide documentation that establishes that National Paving's records are mistaken. If there is a dispute about whether National Paving'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 "Notice of Pendency of Class Action and Proposed Settlement" 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>>**.**

EXHIBIT B

to Compendium of Declarations

EXHIBIT B

to Compendium of Declarations

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Attorneys for Plaintiff
ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for All Purposes to Hon. David
Cohn, Dept. S-26]*

**DECLARATION OF SCOTT M. LIDMAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2022
Time: 10:00 a.m.
Dept.: S26

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel
3 for the named Plaintiff Angel Medina ("Plaintiff") and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated
8 *summa cum laude*. During law school, I worked as a summer associate for the international
9 employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on
11 employment litigation. In September 1998, I began working as an associate attorney at the
12 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
13 website is the largest law firm in the world exclusively devoted to representing management in
14 employment, employee benefits and labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day,
16 which was at the time one of the largest international firms in the world. During my employment
17 at Jones Day, I worked exclusively in the labor and employment department. In or around 2003,
18 I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor &
19 Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder
20 in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law,
21 with a strong emphasis and most of my time working on wage and hour class actions venued in
22 both state and federal courts. During that time and my legal career in general, I also worked on a
23 number of single and multi-plaintiff wage and hour matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder.
26 In particular, I received a wide-array of wage and hour class action experience performing the
27 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
28 from state court to federal court; drafting and responding to written discovery; drafting and

1 opposing discovery related motions; arguing discovery related motions; drafting motions to
2 consolidate related matters; interviewing putative class members and obtaining declarations in
3 connection with class certification; drafting oppositions to motions for class certification; drafting
4 motions for decertification following class certification; conducting exposure analyses to assess
5 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification
6 and potential damages resulting from such claims; drafting mediation briefs; serving as the primary
7 contact to in-house counsel; deposing named plaintiffs and putative class members; deposing
8 retained expert witnesses; and defending the depositions of corporate witnesses. I also was
9 involved in the negotiations and settlements of many large wage and hour class actions. In short,
10 I played an integral role in all aspects of litigation from the inception of a matter through and
11 beyond class certification. I also supervised the work of several junior attorneys who were staffed
12 on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and
14 PAGA actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx,
16 United States District Court, Central District of California, Honorable Gary
17 Klausner, presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs,
20 presiding.
- 21 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California
22 Superior Court, County of Los Angeles, Honorable Mel Red Recana,
23 presiding.
- 24 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
25 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States
28 Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-
2 MAN, United States District Court, Central District of California,
3 Honorable Percy Anderson, presiding.
- 4 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612,
5 California Superior Court, County of Los Angeles, Honorable Elihu Berle,
6 presiding.²
- 7 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx,
8 United States District Court, Central District of California, Honorable Percy
9 Anderson, presiding.
- 10 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx,
11 United States District Court, Central District of California, Honorable Percy
12 Anderson, presiding.
- 13 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932,
14 California Superior Court, County of Los Angeles, Honorable Jane
15 Johnson, presiding.³
- 16 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346,
17 California Superior Court, County of Orange, Honorable Thierry Patrick
18 Colaw, presiding.
- 19 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-
20 GPC-KSC, United States District Court, Southern District of California.⁴
- 21 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court,
22 County of Solano, Honorable Paul Berman, presiding.
- 23
- 24

25 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of
26 Appeal and the California Supreme Court.

27 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

28 ⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC
2 California Superior Court, County of Orange, Honorable William Claster,
3 presiding.
- 4 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC,
5 California Superior Court, County of Orange, Honorable William Claster,
6 presiding.
- 7 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States
8 District Court, Central District of California, Honorable Andrew Guilford,
9 presiding.⁵
- 10 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
11 United States District Court, Central District of California, Honorable
12 Margaret Morrow, presiding.
- 13 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
14 United States District Court, Central District of California, Honorable
15 Margaret Morrow, presiding.
- 16 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx,
17 United States District Court, Southern District of California, Honorable
18 John A. Houston, presiding.
- 19 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United
20 States District Court, Central District of California, Honorable Margaret
21 Morrow, presiding.
- 22 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United
23 States District Court, Central District of California, Honorable Margaret
24 Morrow, presiding.
- 25 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
26 United States District Court, Northern District of California.

28 ⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-
2 CTL, California Superior Court, County of San Diego, Honorable Jeffrey
3 B. Barton, presiding.
- 4 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California
5 Superior Court, County of Santa Clara.
- 6 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
7 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 8 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California
9 Superior Court, County of San Francisco.
- 10 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States
11 District Court, Northern District of California, Honorable Richard Seeborg,
12 presiding.

13 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my
14 own law firm, Lidman Law, APC, to represent employees with work-related claims, including
15 primarily wage and hour claims and almost exclusively on a class-action basis. I am the President
16 and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated
17 exclusively to the prosecution of wage and hour class actions, and I am currently responsible for
18 prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout
19 California, with several of them having been removed to Federal courts. I believe that my
20 professional experience renders me more than qualified to serve as class counsel in this lawsuit
21 involving claims of underpaid overtime and minimum wages, meal and rest period violations, and
22 derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my
23 career involving similar claims, including the wage and hour class actions identified above, I have
24 litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to
25 realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
26 defense of similar wage and hour claims, as well as those facts and arguments in support and in
27 opposition to class certification. Consequently, I am able to appreciate the significant risks,
28 uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride*,

1 *LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San
2 Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No.
3 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh
4 presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court,
5 County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v.*
6 *Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court
7 for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

8 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been
9 intimately involved in every aspect of this case from its inception through the present, and I believe
10 that the proposed Settlement is a favorable result for the Settlement Class Members under the
11 circumstances presented.

12 10. The details of the worked completed by my firm and/or my co-counsel are set forth
13 in the declaration of Elizabeth Nguyen filed concurrently herewith.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed on August 17, 2022 at El Segundo, California.

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Scott M. Lidman

EXHIBIT C

to Compendium of Declarations

EXHIBIT C

to Compendium of Declarations

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Attorneys for Plaintiff
ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for All Purposes to Hon. David
Cohn, Dept. S-26]*

**DECLARATION OF MILAN MOORE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2022
Time: 10:00 a.m.
Dept.: S26

1 I, MILAN MOORE, declare as follows:

2 1. I am an Associate with Lidman Law, APC, and counsel for the named Plaintiff
3 Mayra Cortes (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am
4 a member in good standing of the bar of the State of California and am admitted to practice in this
5 Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California
8 State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have
9 practiced exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I
10 worked for an employment litigation boutique, where I successfully represented employees in
11 discrimination, harassment, retaliation and wrongful termination cases in both state and federal
12 court. While non-exhaustive, the type of work I performed included: conducting client intakes,
13 performing pre-filing research and analysis, drafting complaints, attending court hearings,
14 corresponding with opposing counsel, drafting and responding to written discovery, preparing for
15 and taking and defending depositions, drafting and opposing motions for remand, demurrers and
16 motions to strike, motions to compel, drafting mediation briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman
18 Law, APC. I am currently staffed on approximately seventy (70) active wage and hour class action
19 lawsuits in both state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case
21 No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge
22 David Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior
23 Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v.*
24 *Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los
25 Angeles, Honorable Judge William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*,
26 Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Rafael A.
27 Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
28 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*

1 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
2 Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds*, Case No. RIC1723654,
3 California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding;
4 *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County
5 of San Bernardino, Honorable Judge David S. Cohn presiding; *Romero v. Fillmore Hospitality,*
6 *LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge
7 Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior
8 Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food*
9 *Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable
10 Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case
11 No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
12 Honorable Judge Philip S. Gutierrez presiding.

13 5. The details of the work completed in this case by me and the other attorneys in my
14 firm are set forth in the declaration of Elizabeth Nguyen filed concurrently herewith.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on August 17, 2022 at El Segundo, California.

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Milan Moore

EXHIBIT D

to Compendium of Declarations

EXHIBIT D

to Compendium of Declarations

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Attorneys for Plaintiff
ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for All Purposes to Hon. David
Cohn, Dept. S-26]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2022
Time: 10:00 a.m.
Dept.: S26

1 I, PAUL K. HAINES, declare as follows:

2 1. I am the principal of the law firm Haines Law Group, APC, and counsel for the
3 named Plaintiff Angel Medina (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the
2 primary contact to in-house counsel; deposing named plaintiff and putative class members;
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
4 short, I played an integral role in all aspects of litigation from the inception of a matter through
5 and beyond class certification. I also supervised the work of several junior attorneys who were
6 staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
14 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
15 Standards Act (“FLSA”), as well as California-specific claims under Rule 23 of the Rules of Civil
16 Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
20 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
21 and I am currently responsible for prosecuting over thirty (30) wage and hour class actions filed
22 in both State and Federal courts throughout California. Below are some of the matters in which
23 I have been appointed as Class Counsel, all of which have been granted final approval: *Hilberger*
24 *v. Eisenhower Medical Center*, Case No. INC1204915, California Superior Court, County of
25 Riverside, Honorable Judge John G. Evans, presiding, (in which I was approved for an hourly
26 rate of \$500 for work performed in 2012 and 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*,
27 Case No. CV138049, California Superior Court, County of San Luis Obispo, Honorable Judge
28 Martin J. Tangeman, presiding, (in which I was approved for an hourly rate of \$425 for work

performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No. CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr., presiding (in which I was approved for an

1 hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*,
2 Case No. CV13-02289 YGR, United States District Court, Northern District of California,
3 Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was approved for an hourly rate
4 of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*, Case No. BC487206,
5 California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr.,
6 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013, 2014
7 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United States
8 District Court, Northern District of California, Honorable Edward M. Chen, presiding (in which
9 I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony,*
10 *Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of
11 California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly
12 rate of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case
13 No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable
14 Judge Phyllis J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work
15 performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case
16 No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth
17 Freeman, presiding (in which I was approved for an hourly rate of \$550 for work performed in
18 2013, 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court,
19 County of Los Angeles, Honorable John S. Wiley, presiding (in which I was approved for an
20 hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Prado v. Warehouse Demo*
21 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
22 California, Honorable Judge John F. Walter, presiding (in which I was approved for an hourly
23 rate of \$550 for work performed in 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor*
24 *Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo,
25 Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly rate of \$550
26 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*,
27 Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy
28 D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in

2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court, County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *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 \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *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 \$575 for work performed in 2015 and 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *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 \$600 for work performed in 2016 and 2017); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action

and/or conditionally certifying a collective action, in the following cases:

- *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding (certifying a class of employees who were misclassified as independent contractors);
- *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District of California, Honorable Judge Beverly 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 an 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 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 Claster, presiding (certifying unpaid overtime wage class and waiting time penalty class); and
- *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);
- *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court, Southern District of California, Honorable William Q. Hayes

1 presiding (certifying six classes of employees for unpaid wages, meal period violations,
2 wage statement violations, and waiting time penalties); and

- 3 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
4 United States District Court, Northern District of California, Honorable William H. Alsup
5 presiding (certifying three classes of employees for unlawful wage deduction violations,
6 wage statement violations, and waiting time violations).

7 8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized
8 me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super
9 Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the
10 age of forty in Southern California each year. In 2018 and 2019 Thomson Reuters recognized me
11 as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than
12 five percent of all attorneys in Southern California each year.

13 9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been
14 intimately involved in every aspect of this case from its inception through the present, and believe
15 that the proposed Settlement is a good result for the Settlement Class.

16 10. The details of the work completed by my firm and/or my co-counsel are set forth
17 in the declaration of Elizabeth Nguyen filed concurrently herewith.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct.

20 Executed on August 17, 2022 at El Segundo, California.

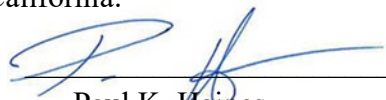
21 
22 Paul K. Haines

EXHIBIT E

to Compendium of Declarations

EXHIBIT E

to Compendium of Declarations

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Attorneys for Plaintiff

ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for All Purposes to Hon. David Cohn,
Dept. S-26]*

**DECLARATION OF PLAINTIFF ANGEL
MEDINA IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2022

Time: 10:00 a.m.

Dept.: S-26

DECLARATION OF ANGEL MEDINA

I, Angel Medina, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant National Paving Company, Inc. ("National Paving" or "Defendant") as an hourly, non-exempt employee and performed work for National Paving between approximately January 2018 through November 2020. I worked at National Paving's job sites throughout Southern California, including San Bernardino County, Bakersfield, Coachella, San Diego, Barstow, East Los Angeles, Beverly Hills, Downey, Compton, Lynwood, Carson, and Torrance. During my employment with National Paving, I, along with the other hourly employees, were required to follow National Paving's wage and hour policies and practices.

3. Throughout my employment with National Paving, I was generally scheduled to work Monday through Friday from approximately 5:00 a.m. to approximately 3:00 p.m., and often worked until 7:00 p.m. or 8:00 p.m. I am informed and believe, and on that basis state, that throughout my employment with National Paving, I was not paid for all my time worked. Specifically, my supervisors would complete my timecards. As a result, I believe that National Paving failed to accurately track and pay me for all time I actually worked. Additionally, it is my understanding that, during a portion of the time I was employed, National Paving would keep track of my time worked and would unlawfully round/shave my work time such that I would not be fully paid for all time worked.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work assigned to me by National Paving and its failure to maintain any policies and practices of accurately recording meal breaks, I do not believe I was provided with all my legally required meal breaks. I was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. Additionally, although I often worked more than 10.0 hours in a shift, National Paving did not

1 provide me with a second meal break. Also, due to the work assigned to me by National Paving,
2 I believe I was not authorized and permitted to take all my legally required rest breaks.
3 Specifically, National Paving's policies did not allow me to take a 2nd rest period when I worked
4 more than 6.0 hours in a shift or a 3rd rest break when I worked 10.0 hours in a shift. In addition,
5 National Paving required me and other employees to remain on the work premises during rest
6 periods. Despite all of this, I was not paid meal period or rest period premiums.

7 5. Throughout my employment, National Paving required me to incur expenses for
8 my uniform and maintaining my uniform. It is my understanding that despite the necessity of
9 maintaining my uniform for work activities, I was not reimbursed for a reasonable portion of my
10 uniform-related expenses by National Paving.

11 6. Because of all of the above issues at work, I do not believe I received accurate,
12 itemized wage statements. I also do not believe I was paid all my wages upon my separation of
13 employment with National Paving.

14 7. I have worked closely with my lawyers on this case. I answered all their questions
15 about my employment and participated in the mediation on January 24, 2022.

16 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to
17 benefit my former co-workers and current employees of National Paving by helping them recover
18 money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that
19 the other employees would not have to take on, especially being a current employee of National
20 Paving at the time of the filing of this lawsuit. At the time of filing, I was a current employee who
21 was on a leave of absence, and therefore, it was riskier to speak up against management and the
22 company. I was very nervous because I knew there would be a risk that National Paving would
23 not like that I brought these allegations against it and that National Paving, my supervisors, and
24 other employees of National Paving would treat me differently after they had learned that I filed
25 this lawsuit. I was also afraid that National Paving would not allow me to return to work because
26 I filed a lawsuit against it. I also knew that there was a risk that I could be liable for National
27 Paving's costs if we lost the case. I accepted all of these risks because I wanted National Paving
28

1 to pay its current and former employees for all unpaid wages according to the law and face
2 consequences for not doing so.

3 9. Also, I was scared that it would be difficult for me to get a similar job in the future
4 because other companies might not want to hire me if they knew I had filed a lawsuit against an
5 employer. Even though I understood that joining a lawsuit is a public record and could stigmatize
6 me and may affect my future employability in this industry or any other industry as companies
7 would view me as a “problem” employee and not want to interview me and/or hire me, I accepted
8 that burden for the benefit of other employees of National Paving.

9 10. I have been actively involved in this case since joining this lawsuit. Among other
10 things, I gathered various employment and non-employment related documents for use in the
11 lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have
12 communicated with my attorneys on numerous occasions. In connection with the settlement in
13 this case, I spent time reviewing the Settlement Agreement and discussing it with my attorneys. I
14 wanted to understand everything before I signed it. I estimate that I have spent approximately 8-
15 10 hours on activities related to this case.

16 11. As part of the proposed Settlement, I have agreed to a full general release of claims
17 related to my employment with National Paving that extends beyond the release of claims
18 applicable to members of the Settlement Class. I understand that this includes all claims, whether
19 known or unknown, under federal, state, or local law against National Paving.

20 12. I believe my claims are typical of the members of the Settlement Class because
21 they were required to follow the same policies and procedures I was required to follow when I
22 worked at National Paving. I believe National Paving’s policies and procedures were the same
23 for all hourly employees in California. Since the same policies and procedures applies to myself
24 and the other Settlement Class members, I believe they were not paid for all wages earned, did
25 not receive all meal and rest periods, and did not receive all final wages due. As far as I am aware,
26 I have no conflicts with any of the other Settlement Class members. I understand that as the
27 proposed class representative, I am responsible for representing the interests of all members of
28 the class in litigation to recover money damages for the Settlement Class and I consider the

1 interests of the Settlement Class and put the interests of the Settlement Class before my own
2 interests.

3 13. I understand that my attorneys will request that the Court award me a Service
4 Award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service
5 Award is not contingent upon me supporting the proposed Settlement.

6 I have reviewed this written statement and fully understand all of its contents. I declare
7 under penalty of perjury under the laws of the State of California that the foregoing is true and
8 correct. Executed on 7/28/22, at Grand Terrace, California.

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10 Angel Medina
11 ANGEL MEDINA
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EXHIBIT F

to Compendium of Declarations

EXHIBIT F
to Compendium of Declarations

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Fax: (424) 292-2355

Attorneys for Plaintiff
ANGEL MEDINA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL MEDINA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL PAVING COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2108801

*[Assigned for all purposes to the Hon.
David S. Cohn, Dept. S-26]*

**DECLARATION OF JODEY
LAWRENCE OF PHOENIX CLASS
ACTION ADMINISTRATION
SOLUTIONS IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL**

Date: December 8, 2022

Time: 10:00 a.m.

Dept.: S26

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I, JODEY LAWRENCE, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Settlement Administrators (“PSA”), as Vice President of Business Development.

3. I personally have over eleven years of experience in claims management and administration of class and collective action matters.

4. PSA has never had any financial interests in nor affiliation with the parties or counsel in the *Angel Medina v. National Paving Company, Inc.* matter.

5. PSA has extensive experience administering class action matters. PSA has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, thru final approval and distribution. PSA has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

6. PSA's Claims Management Group has extensive experiences in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, Accounting and Reconciliation.

7. PSA has extensive experience in and are experts at all aspects of complex class action matters including; (i) preparing, printing, mailing and tracking privacy notices; (ii) operation of a 24/7/365 multi-lingual call center; (iii) establishing settlement websites; (iv) claims management; (v) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (v) database management, programming and security protocols; (vii) calculating and issuing settlement payments; (viii) tax management, filings, and account reconciliation; and (ix) final approval.

8. As part of Settlement Notice procedures, PSA will 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. If a Class Notice from the initial notice mailing

1 is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address
2 for the Settlement Class Member to whom the returned Class Notice had been mailed by
3 undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new
4 address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any
5 Class Notices that are returned to the Settlement Administrator with a forwarding address before
6 the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

7 9. PSA has been appointed as a Claims Administrator in both State and Federal
8 Courts.

9 10. A true and correct copy of PSA's Curriculum Vitae is attached hereto as **Exhibit**
10 **A**

11 11. Phoenix Settlement Administrators has adequate procedure in place to safeguard
12 the data and funds to be entrusted to it. PSA's Technology and Banking groups are directly
13 involved with Management on all issues of Information Security and Settlement Fund transfer, as
14 it pertains to the continuance of business processes, and all risk, vulnerability, security and
15 assessments as it pertains to information. The group, along with internal systems in place, monitor
16 and communicate with Management on a Preventative and comprehensive level, in order to
17 prevent potential Strategic or Compliance Risks. All processing of confidential and personal
18 information is handled and maintained within the organization and therefore all data received is
19 kept within a strict chain of custody internally. All informational assets are classified and assigned
20 based on initial case assessment, client and procedural requirements. The Technology Group
21 handles all higher-level ownership of information and physical peripherals, as well as ownership
22 of direct / indirect assets associated with technology and the continuance of business, Specific
23 Users, Groups or Entities are assigned Shared Ownership or Management Capability based on
24 procedural needs, and security level granted. PSA's Phoenix Settlement Administrators Data
25 Center Policies and Procedures is attached hereto as **Exhibit B** and Phoenix Server, Facility and
26 Maintenance Security Protocols and Review is attached hereto as **Exhibit C**.

27 12. In addition to high levels of Data Center Policies/Procedures and
28 Facility/Maintenance Security Protocols, PSA's conducts semiannual training to maintain

additional safeguards such as:

- a. Phoenix Settlement Administration Business Continuity Policy
- b. Phoenix Settlement Administration Disaster Recovery Plan
- c. Phoenix Settlement Administration Incident Response Plan
- d. Phoenix Settlement Administration Personal Computer Security Policy
- e. Phoenix Settlement Administration Phoenix Data Archiving and Retention Policy
- f. Phoenix Settlement Administration Phoenix Personnel Security Policy
- g. Phoenix Settlement Administration Risk Assessment
- h. Phoenix Settlement Administration Service Provider Risk Assessment
- i. Phoenix Settlement Administrator Classification and Access Rights Policy
- j. Phoenix Settlement Administrator Password Policy
- k. Phoenix Settlement Administrators Certification of Destruction
- l. Phoenix Settlement Administrators Security Awareness Training Program

A true a correct copy of the materials described above are attached hereto as **Exhibit D.**

13. PSA currently maintains an errors and omissions insurance policy, which includes a data breach provision. A true a correct copy of PSA's current policy is attached hereto as **Exhibit E.**

14. PSA costs are reasonable and competitive when compared to the industry.

15. PSA only employs a certified and/or qualified translator to translate Court-approved Notices for postings on PSA's website for dissemination to the Class.

16. This Administration project has a cost not to exceed \$5,950.00. A detailed breakdown of PSA's cost is attached hereto as **Exhibit F.**

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1 I declare under penalty of perjury under the laws of the United States and state of
2 California that the foregoing is true and correct. Executed on July 28, 2022 at Orange, California.

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5 Jodey Lawrence
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EXHIBIT A
to Declaration of Jodey Lawrence



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B
to Declaration of Jodey Lawrence



CASE ASSUMPTIONS

Class Members	200
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	198
Subtotal Admin Only	\$5,950.00

Not-to-Exceed Total \$5,950.00

For 200 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

July 5, 2022

Case: Medina/National Paving Opt-Out wLanguage

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Elizabeth Nguyen, Esq.
Firm: Lidman Law
Contact Number: (424) 322-4772
Email: enguyen@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.
Estimate is based on **200** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$1.70	16	\$27.20
NCOA (USPS)	\$51.66	1	\$51.66
Total			\$378.86

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.25	200	\$50.00
Notice Packet & Opt-Out Form	\$1.00	200	\$200.00
Estimated Postage (up to 2 oz.)*	\$0.71	200	\$142.00
Static Website	\$100.00	1	\$100.00
Language Translation	\$650.00	1	\$650.00
Total			\$1,242.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	40	\$80.00
Remail Notice Packets	\$1.00	40	\$40.00
Estimated Postage	\$0.71	40	\$28.40
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$358.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$150.00	1	\$150.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$650.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks *	\$1.75	198	\$346.50
Estimated Postage	\$0.58	198	\$114.84
Total			\$1,711.34

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$135.00	1	\$135.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$59.40
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$125.00	1	\$125.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$650.00	1	\$650.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1	\$300.00
Estimated N/A Total Class Members			
Total			\$1,609.40

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$5,950.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT C
to Declaration of Jodey Lawrence



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS
1411 N. Batavia Street, Suite 105, Orange, Ca. 92867 Telephone (800) 523-5773

Phoenix Server, Facility and Maintenance Security Protocols and Review

Phoenix, Settlement Administrators, Inc. Data Security and Server Annual Review

Overview:

As a matter of security enhancement and maintenance, Phoenix, Inc. performs a periodic audit of all data servers integral in maintaining security, systems efficiencies, safety, redundancy, and equipment capacity. The following document details all checks done to ensure proper attention in each area.

Server Room and Facility Security:

Trilogy Key Code Combination Locks (3 Locks in Facility “DC1 / DC2 / LBY1”)

- code changed, quarterly (Yes)
 - internal battery replaced, yearly (Yes)
 - manual override key secured in office safe (Yes)
- (Internal Maintenance, Operations Director Julie Keller)

Axis Security Camera Network (4 Cameras in Facility “Lobby / Outside Server Room / Inside Server Room / Rear & Front Door”)

- change password on main camera server, quarterly (Yes)
 - check each camera video display, daily (Yes)
 - check camera server for 45 day retention of video, quarterly (Yes)
 - check cameras for proper motion detection, weekly (Yes)
 - clean outdoor camera lenses, bi-yearly (Yes)
- (External Maintenance, Secure View, Robby Caldwell)

Securitron External Door Locking System (Lock System for Facility “Doors”)

- code changed, bi-yearly (Yes)
 - internal backup battery replaced, yearly (Yes)
 - locking door magnets checked for proper locking (Yes)
- (Internal Maintenance, Production Manager – David Voyer)

Server Room Alarm System

- individual combination for each authorized employee (Yes)
 - codes changes, bi-yearly (Yes)
 - door sensors check, monthly (Yes)
 - motion detector check, quarterly (Yes)
 - audible alarm check, bi-yearly (Yes)
 - backup battery replaced, yearly (Yes)
- (Internal Maintenance, Production Manager –David Voyer)

Data Center Log

- cross reference visitor log entry with video surveillance, monthly (Yes)
 - cross reference equipment removal forms with video surveillance, monthly (Yes)
- (Internal Maintenance, Operations Director – Julie Keller)

Questions? Please contact us at (800) 523-5773



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS
1411 N. Batavia Street, Suite 105, Orange, Ca. 92867 Telephone (800) 784-2174

Data Center Network Security:

Microtik Edge Router

- quarterly password change
 - firmware upgrade performed as released
- (Internal Maintenance, Senior Engineer – Mill Systems)

Intrusion Detection System

- firmware upgrade performed as released
- (Internal Maintenance, Senior Engineer – Mill Systems)

Policies and Procedures

- staff review, bi-yearly
 - educational review, bi-yearly
 - Terminal and Log-In passwords changed, quarterly
 - Updated Records of Required Password & Log-In required Changes, quarterly
- (Internal Maintenance, VP Operations – Melissa Meade & Michelle Reynolds, Esq)

Server Room Infrastructure Maintenance:

Powerware 80KVA UPS

- preventative maintenance PM check, annual (Yes)
 - monthly battery test (Yes)
 - visual inspection (Yes)
- (Contracted Maintenance)

Kohler 15REOZK 0-100KW Generator Set

- 30 minute operation/inspection every 30 days (Yes)
 - emergency power transfer drill, annual (Yes)
 - fluid check every 30 days (Yes)
 - annual inspection and complete fluid change (Yes)
- (Contracted Maintenance, Tier 4 Generators, Tustin- Ron Aglio)

Building Fire Suppression System

- annual inspection (Yes)
 - control panel visual inspection (Yes)
- (Contracted Maintenance, Jon Rash)

Handheld Halon Bottles in Data Center

- annual inspection and pressure test (Yes)
- (Contracted Maintenance, Hendricks Fire)

HVAC Building Cooling Systems

- inspection of all units, annual (Yes)
- filter replacement, quarterly (Yes)

EXHIBIT D
to Declaration of Jodey Lawrence

PHOENIX BUSINESS CONTINUITY POLICY

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1 Purpose - Business Continuity Management

In accordance with industry 'best practices' and to comply with numerous compliance regulations, Phoenix has implemented various Information Security policies and procedures in order to protect the confidentiality, integrity and availability (CIA) of their critical client data, their computing resources, and their business interests. This document provides describes the Business Continuity Management procedures to be performed by the IT staff at Phoenix.

2 Policy Statement

2.1 Business Impact Analysis

Before a Disaster Recovery Plan (DRP) or Business Continuity Plan (BCP) is created, a Business Impact Analysis (BIA) must be performed on each business unit's systems and processes. Guidelines for this can be found in the, "Phoenix's Risk Assessment Planning Guide for Information Technology Systems".

Things to consider:

- A determination the maximum time of not having the service(s) provided by the system that can be tolerated.

An identification of all of the threats to the system such as:

- Program or Data Failure.
- Hardware Failure.
- Electrical Power Failure.
- Fire.
- Natural disasters

2.2 Risk mitigation

Following the BIA, appropriate controls should be considered for implementation in order to decrease the risk to an acceptable level.

The business process owner should discuss all risk mitigation options with Management before the strategy is developed.

2.3 Business continuity strategy

Business process owner and Management should then develop a business continuity strategy consistent with business objectives. Emphasis should be on restoring services within the acceptable time.

- BCP recovery strategies should include input from all relevant business units. This ensures that there is ownership of the BCP strategy by the business units.
- Assess all the risks associated with the strategy you have adopted.
- Business owners must weigh their tolerance for downtime when selecting a recovery strategy.
- Once the strategy is determined, develop the BCP.

2.4 Business Continuity Plan

All COMPANY locations must create high-level BCP's (often non-IT system specific, business recovery). BCP's should include manual processes where possible and should be developed in conjunction with Business Process Owners, not IT personnel. Individuals must be assigned to execute each component of the plan.

2.5 Disaster Recovery Plan

DRP can be included with the BCP and will often involve IT specific recovery. Business Process owners and IT personnel must work together to create the DRP. All IT systems should be considered during the development of the plan. Individuals must be assigned to execute each component of the plan.

For example, the following areas should be included in the plan :

- Data backup – media/content must be sent offsite.
- Documentation backup – all hard copies and soft copies
- Archived data – may include removable and internal media
- Facilities backup – for example: backup generator, UPS.
- Business resumption team training – during disaster
- Critical applications
- Alternate processing procedures – for example manual procedures.

2.6 DR Document

Your DR Plan must include a DR document. This is what you will use during an actual disaster and auditors will require it.

This is how the document should be structured:

Mitigation

- *Identify Recovery Components (the scope of the plan)*
- *Perform an Operational Analysis – to ensure current operational flaws are not replicated in emergency mode so you must review the current strategy*
- *Perform a Disaster Risk Analysis*

Examples to look for are:

- *Electronic security*
- *Viruses*
- *Hardware failure*
- *Fire*
- *Power outages*
- *Physical security*

Preparation Mode

Focus on documenting existing systems, network configurations, hardware, applications and assigned personnel.

This answers the question of WHAT needs to be recovered, WHEN (prioritized), HOW and by WHOM.

- *Document Systems and Applications*
- *Perform a (Risk) Tolerance Analysis*
- *Prioritize Recovery*
- *Create Organizational Chart*
- *Create a Contact List (print and distribute)*
- *Put in place a DR Team*
- *Assign Roles and Responsibilities*
- *Review the Plan*
- *Make necessary policy changes to align with the plan*
- *Test the Plan*
- *Implement the Plan*
- *Perform routine Plan Maintenance*

Response Mode

- *Conduct the appropriate actions in the Event of an Emergency – evaluate the problem before engaging Recovery Mode.*

Recovery Mode

- *Execute the plan*

2.7 Testing

Must be tested at least annually where possible.

2.8 Updating your BCP and DRP

Must review annually and updated if.

Disaster Recovery Plan

Millennium Systems

Last reviewed & tested - 24/07/2018

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Introduction

This document details the policies and procedures of Phoenix Settlement Administration in the event of a disruption to critical IT services or damage to IT equipment or data. These processes will ensure that those assets are recoverable to the right level and within the right timeframe to deliver a return to normal operations, with minimal impact on the business.

Plan scope

- Local facility
- Data center

Service RPO and RTO targets

IT service	Scenario	RPO	RTO	Priority
Shared Files	Server failure	24 hours	4 hours	High
Email	Server failure	24 hours	8 hours	High
RDS	Server failure	24 hours	8 hours	High
VPN	Router failure	24 hours	8 hours	High

Backup strategy

IT service	Backup location	Backup frequency
Offsite backup	Offsite	Daily
Local Backup	Data Center	Daily

Testing schedule

- The DR plan will be tested in its entirety once every 3 months
- Recovery process for IT service will be tested once every 3 months

Plan review

- The DR plan itself will be formally reviewed once every 3 months and in response to regular testing

Revision history

Version	Date	Revision details
1.0	1/17/2018	
1.1	7/24/2018	Added DR Procedures

Roles and responsibilities

The following individuals are to assume responsibility for restoring IT services when the DR plan is activated:

Internal contacts

Name	Job role	Contact details	DR process owned
Melissa Meade	VP of Operations	(949) 331-0865	None

External contacts

Name	Organisation	Contact details	DR process owned
Millennium Systems	Millennium Systems	(949) 252-8772	Disaster recovery

Incident response

The DR plan is to be activated when one or more of the following criteria are met:

- Loss of data, connectivity, and hardware failure.

The person discovering the incident must notify the following DR stakeholders, who collectively assume responsibility for deciding which - if any - aspects of the DR plan should be implemented, and for establishing communication with employees, management, partners and customers.

- Melissa Meade
- Millennium Systems

DR procedures

Depending on the incident, and on the number and nature of the IT services affected, one or more of the following DR procedures may be activated by the DR team:

DR plan for loss of data

Scenario	Lost data discovered on the server
Possible causes	Data corruption, hardware failure
IT services and data at risk	Shared files
Impact	Lost data

Plan of action	• Identify issue, coordinate initial response (Melissa Meade) • Evaluate damage (Melissa Meade) • Contact Millennium Systems (Melissa Meade) • Establish data recovery targets and timeframes (Millennium Systems) • Recover data from local or offsite backup (Millennium Systems) • Verify restored data (Melissa Meade)
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Key contacts	• Melissa Meade (VP of Operation) • Millennium Systems
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DR plan for scenario loss of connectivity

Scenario	Connectivity is lost to the servers
Possible causes	Internet connectivity issues or router issues
IT services and data at risk	Shared Files, RDS, Email, VPN
Impact	Lost productivity

Plan of action	• Identify issue, coordinate initial response (Melissa Meade) • Evaluate damage (Melissa Meade) • Contact Millennium Systems (Melissa Meade) • Contact Internet service provider for Internet connectivity issues. (Millennium Systems) • Replace or resolve router issues (Millennium Systems)
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Key contacts	• Melissa Meade (VP of Operation) • Millennium Systems
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DR plan for scenario hardware failure

Scenario	Hardware has failed
Possible causes	Hardware failure on the servers
IT services and data at risk	Shared Files, RDS, Email
Impact	Lost productivity

Plan of action	● Identify issue, coordinate initial response (Melissa Meade) ● Evaluate damage (Melissa Meade) ● Contact Millennium Systems (Melissa Meade) ● Replace hardware and restore data (Millennium Systems)
Key contacts	● Melissa Meade (VP of Operation) ● Millennium Systems

Incident Response Plan

Prepare

In preparing for security incidents several items need to be addressed.

- Incident handling team should include security officers, system analysts and human resources personnel
- End users and analysts should be trained at an appropriate level. Login banner and warning messages should be posted.
- Contact information is included as an appendix to this document and should be available in hard copy for:
 - personnel that might assist in handling an incident
 - key partners who may need to be notified
 - business owners to make key business decisions
 - outside support analysts with security expertise
- Backups should be taken and tested!
- Supplies to assist the team in the event of an incident (sometimes referred to a jump bag)
 - An empty notebook (Thorough documentation should be done throughout an incident to include hand written notes in a fresh notebook.)
 - Boot CDs to analyze hard drives and recover passwords

Identify

Awareness that a security incident has occurred can originate from different sources such as technical people, end users or even clients.

Best practices suggests to declare that an incident has occurred when security officers' sense that an adverse risk to the company exists and then assemble the team and implement the plan. It is also suggested to early on have multiple people involved, to save all key system files or records such as log files and start detailed documentation as soon as possible.

Ultimately business owners need to be involved in many security incidents to decide what are the goals in handling a particular incident, such as immediate business recovery or forensic examination.

Contain

Following basic procedures can contain many incidents. Specific procedures will frequently depend on the nature of the incident, as well as the direction of the business owner. Remember that a compromised machine might not present valid data! Basic steps to consider include:

- Obtain and analyze as much system information as possible including key files and possibly a backup of the compromised machine for later forensic analysis.
- Powering off a machine might lose data and evidence. Preferably disconnecting the LAN cable facilitates containment and forensic activity. (Putting the computer on a separate network with a network analyzer might help analyzing network activity)

- If one machine has been exploited others might be vulnerable. Actions that might need to be taken on a large scale might include:
 - Download security patches from vendors
 - Update antivirus signatures
 - Close firewall ports
 - Disable compromised accounts
 - Run vulnerability analyzers to see where other vulnerable hosts are
 - Change passwords as appropriate

Eradicate

To eradicate the problem specific procedures will frequently depend on the nature of the incident as well as the direction of the business owner. Key considerations include:

- Boot CDs should be used to access data on compromised machines. (Rootkits installed on compromised machines might affect basic system level utilities and discourage use of a compromised host)
- If machines OS has been compromised it needs to be rebuilt using hardened machines on appropriate platforms
- Test any backups prior to restore and monitor for a new incident.
- Document everything.

Recover

The recovery phase's goal is to return safely to production. Once again specific actions might depend on the nature of the incident as well as the direction of the business owner. Key considerations include:

- Retest the system preferably with a variety of end users.
- Consider timing of the return to production.
- Discuss customer notification and their concerns
- Continue to monitor for security incidents

Review

This phase is to allow Phoenix to better handle future security incidents. A final report should be written describing the incident and how it was handled using the Incident reporting form. Suggestions for handling future incidents and reworking this document should be included in this report.

Contact information

1. Personnel that might assist in handling an incident:
Melissa A. Meade
Vice President of Operations
Direct: 949.331.0865
Email: melissa@phoenixclassaction.com
2. Key partners who may need to be notified:
Michael E. Moore
President and Managing Partner
Direct: 949.331.0131
Email: mike@phoenixclassaction.com
3. Business owners to make key business decisions
Michael E. Moore
President and Managing Partner
Direct: 949.331.0131
Email: mike@phoenixclassaction.com
4. Outside support analysts with security expertise
Eric Dee: IT

Additional service provider contacts

PERSONAL COMPUTER SECURITY POLICY

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PURPOSE

This policy defines the information security instructions applicable to all workers who use Phoenix personal computers, including Macintoshes, workstations, portable computers, handheld computers, personal digital assistants, and similar computers dedicated to a single user's activity.

SCOPE

This policy applies to all Phoenix computer systems and facilities, including those managed for Phoenix customers. This policy applies to all employees, partners and third-parties with access to Phoenix information assets.

POLICY

Business Use of Systems

Business Use Only - In general, Phoenix computer and communication systems are intended to be used for business purposes only. Incidental personal use is nonetheless permissible if the use does not consume more than a trivial amount of resources that could otherwise be used for business purposes, does not interfere with worker productivity, does not preempt any business activity, and does not cause distress, legal problems, or morale problems for other workers.

Offensive Content - Offensive material that might cast Phoenix in a bad light, including sexist, racist, violent, or other content, is strictly forbidden from all Phoenix personal computers.

Configuration Control

Approved Software Only - Phoenix has a standard list of permissible software packages that users can run on their personal computers [a link to an intranet-posted personal computer configuration standard could be provided here]. Workers must not install other software packages on personal computers without obtaining advance permission from the Information Systems department. Unapproved software may be removed without advance notice to the involved worker.

Prohibited Software Installation - Workers must not permit automatic software installation routines to be run on Phoenix personal computers unless these routines have been approved by the Information Systems Department.

Changes To Operating System Configurations - Workers must not change operating system configurations, upgrade existing operating systems, or install new operating systems on any Company X-supplied computer hardware.

Changes To Hardware - Computer equipment supplied by Phoenix must not be altered or added to in any way without the prior knowledge of and authorization from the Information Systems department.

Access Control

Access Control Package - All Phoenix personal computers must run an access control package approved by the Information Security department. Typically these packages require a fixed password at the time a personal computer is booted and again after a certain period of no activity.

Unattended Active Sessions - Users must not leave their personal computer, workstation, or terminal unattended without logging out or invoking a password-protected screen saver.

Session Timeout - Users must set the time frame for this period of no activity, at which point the contents of the screen are obscured, to 15 minutes or less. If sensitive information resides on a personal computer, the screen must immediately be protected with this access control package, or the machine turned off, whenever a worker leaves the location where the personal computer is in use.

Choice Of Passwords - The user-chosen passwords employed by access control software packages, and the keys employed by encryption packages, must be at least eight (8) characters in length and conform to the existing Phoenix password construction standards. (Example: These passwords and keys must be difficult to guess. Words in a dictionary, derivatives of user IDs, and common character sequences such as “123456” must not be employed. Personal details such as spouse’s name, license plate, social security number, and birthday must not be used unless accompanied by additional unrelated characters. User-chosen passwords and keys must not be any part of speech including, proper names, geographical locations, common acronyms, and slang.)

Storage Of Passwords - Workers must maintain exclusive control of their personal passwords. They must not share them with others at any time. Passwords must not be stored in readable form in batch files, automatic logon scripts, software macros, terminal function keys, in computers without access controls, or in any other locations where unauthorized persons might discover them.

Viruses

Virus Program Installed - All personal computers must continuously run the current version of virus detection package approved by the Information Security department. The current version of this virus package must be automatically downloaded to each personal computer when the machine is connected to the Phoenix internal network.

External Storage Checking - Externally-supplied CD-ROMs, and other removable storage media must not be used unless they have been checked for viruses.

Eradicating Viruses - Workers must not attempt to eradicate a virus without expert assistance. If workers suspect infection by a virus, they must immediately stop using the involved computer, physically disconnect from all networks, and call the Information Systems department Help Desk.

Information Backup

Archival Copies - All personal computer software that is not standard Phoenix software must be copied prior to its initial usage, and such copies must be stored in a safe and secure location. These master copies, perhaps the media issued by the vendor, must not be used for ordinary business activities, but must be reserved for recovery from virus infections, hard disk crashes, and other computer problems.

License Documentation - Documentation about the licenses for such software must be retained to get technical support, qualify for upgrade discounts, and verify the legal validity of the licenses.

Periodic Backup - All sensitive, valuable, or critical information resident on Phoenix computer systems must be periodically backed up. Such backup processes must be performed at least weekly. Department managers must verify that proper backups are being made on all personal computers used for production business activities.

Manual Backups - Unless automatic backup systems are known to be operational, all end users are responsible for making at least one current backup copy of sensitive, critical, or valuable files stored on local disk. These separate backup copies should be made each time that a significant number of changes are saved.

Backup Storage - User-generated backups must be periodically stored off-site in a physically secure location. Selected files from backups must be periodically restored to demonstrate the effectiveness of every backup process.

Copyright Protection - Making unauthorized copies of licensed and copyrighted software, even if for “evaluation” purposes, is forbidden. Phoenix permits reproduction of copyrighted materials only to the extent legally considered fair use or with the permission of the author or Owner. If workers have any questions about the relevance of copyright laws, they must contact corporate legal counsel. Unless they receive information to the contrary, workers must assume that software and other materials are copyrighted.

Networking and Connectivity

Modems - Modems inside or attached to Phoenix office desktop personal computers are not permitted.

Inbound Internet - Inbound Internet connections to Phoenix personal computers are forbidden unless these connections employ an approved virtual private network (VPN) software package approved by the Information Security department. These VPN systems must employ both user authentication features with at least fixed passwords and data interception prevention features, such as encryption.

Downloading Sensitive Information - Sensitive Phoenix information may be downloaded from a multi-user system to a personal computer only if a clear business need exists, adequate controls to protect the information are currently installed on the involved personal computer, and advance

permission from the information Owner has been obtained. This policy is not intended to cover electronic mail or memos, but does apply to databases, master files, and other information stored on mainframes, minicomputers, servers, and other multi-user machines.

Establishing Networks - Workers must not establish electronic bulletin boards, local area networks, modem connections to existing internal networks, Internet commerce systems, or other multi-user systems for communicating information without the specific approval of the Information Security department.

Automatic Device Synchronization - Systems that automatically exchange data between devices, such as a personal digital assistant and a personal computer, must not be enabled unless the systems have been evaluated and approved by the Information Security department.

Physical Security

Positioning Display Screens - The display screens for all personal computers used to handle sensitive or valuable data must be positioned such that the information cannot be readily viewed through a window, by persons walking in a hallway, or by persons waiting in reception and related areas. Care must also be taken to position keyboards so that unauthorized persons cannot readily see workers enter passwords, encryption keys, and other security-related parameters.

Locking Sensitive Information - When not being used by authorized workers, or when not clearly visible in an area where authorized persons are working, all hardcopy sensitive information must be locked in file cabinets, desks, safes, or other furniture. When not being used, or when not in a clearly visible and attended area, all computer storage media containing sensitive information must be locked in similar enclosures.

Preventing Equipment Theft - All office desktop personal computers except portables must be physically secured to desks with approved devices such as locking wires or plates that bolt the equipment to furniture.

Equipment Identification - All personal computer equipment must be marked with visible identification information that clearly indicates it is Phoenix property. Periodic physical inventories must be completed to track the movement of personal computers and related equipment.

Custodians For Equipment - The primary user of a personal computer is considered a Custodian for the equipment. If the equipment has been damaged, lost, stolen, borrowed, or is otherwise unavailable for normal business activities, a Custodian must promptly inform the involved department manager. With the exception of portable machines, personal computer equipment must not be moved or relocated without the knowledge and approval of the involved department manager.

Use Of Personal Equipment - Workers must not bring their own computers, computer peripherals, or computer software into Phoenix facilities without prior authorization from their department head. Workers must not use their own personal computers for production Phoenix business unless these systems have been evaluated and approved by the Information Security department.

Property Pass - Personal computers, portable computers and related information systems equipment must not leave Phoenix offices unless accompanied by a property pass signed by a department manager.

Environmental Considerations - All personal computers in Phoenix offices must use surge suppressors. Those personal computers running production applications must also have uninterruptible power systems approved by the Information Security department.

Management

Browsing - Workers must not browse through Phoenix computer systems or networks. Steps taken by workers to legitimately locate information needed to perform their job are not considered browsing. Use of the Phoenix intranet is not considered browsing.

Tools To Compromise Systems Security - Unless specifically authorized by the Information Security department, Phoenix workers must not acquire, possess, trade, or use hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include those that defeat software copy protection, discover secret passwords, identify security vulnerabilities, or decrypt encrypted files.

Reporting Problems - Users must promptly report all information security alerts, warnings, and suspected vulnerabilities to the Information Systems Help Desk. Users must not use Phoenix systems to forward such information to other users, whether the other users are internal or external to Company X.

VIOLATIONS

Any violation of this policy may result in disciplinary action, up to and including termination of employment. Phoenix reserves the right to notify the appropriate law enforcement authorities of any unlawful activity and to cooperate in any investigation of such activity. Phoenix does not consider conduct in violation of this policy to be within an employee's or partner's course and scope of employment, or the direct consequence of the discharge of the employee's or partner's duties. Accordingly, to the extent permitted by law, Phoenix reserves the right not to defend or pay any damages awarded against employees or partners that result from violation of this policy.

Any employee or partner who is requested to undertake an activity which he or she believes is in violation of this policy, must provide a written or verbal complaint to his or her manager, any other manager or the Human Resources Department as soon as possible.

DEFINITIONS

Confidential Information (Sensitive Information) – Any Phoenix information that is not publicly known and includes tangible and intangible information in all forms, such as information that is observed or orally delivered, or is in electronic form, or is written or in other tangible form. Confidential Information may include, but is not limited to, source code, product designs and plans, beta and benchmarking results, patent applications, production methods, product roadmaps, customer lists and information, prospect lists and information, promotional plans, competitive information, names, salaries, skills, positions, pre-public financial results, product costs, and pricing, and employee information and lists including organizational charts. Confidential Information also includes any confidential information received by Phoenix from a third party under a non-disclosure agreement.

Electronic Messaging System – Any device or application that will provide the capability of exchanging digital communication between two or more parties. Examples are electronic messaging, instant messaging, and text messaging.

Information Asset – Any Phoenix data in any form, and the equipment used to manage, process, or store Phoenix data, that is used in the course of executing business. This includes, but is not limited to, corporate, customer, and partner data.

Objectionable Information or Material – Anything that is considered offensive, defamatory, obscene, or harassing, including, but not limited to, sexual images, jokes and comments, racial or gender-specific slurs, comments, images or jokes, or any other comments, jokes, or images that would be expected to offend someone based on their physical or mental disability, age, religion, marital status, sexual orientation, political beliefs, veteran status, national origin, or ancestry, or any other category protected by national or international, federal, regional, provincial, state, or local laws.

Partner – Any non-employee of Phoenix who is contractually bound to provide some form of service to Company X.

Password – An arbitrary string of characters chosen by a user that is used to authenticate the user when he attempts to log on, in order to prevent unauthorized access to his account.

User - Any Phoenix employee or partner who has been authorized to access any Phoenix electronic information resource.

PHOENIX DATA ARCHIVING AND RETENTION POLICY

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1 Purpose

In accordance with industry ‘best practices’ and to comply with numerous compliance regulations, Phoenix has implemented various Information Security policies and procedures in order to protect the confidentiality, integrity and availability (CIA) of their critical client data, their computing resources, and their business interests. This document provides describes the data archiving and retention policies and procedures to be performed by the IT staff at Phoenix.

2 Policy Statement

2.1 General Policy

Any data deemed a “**business record**” shall be archived and retained for a specified period of time. A business record is any print or electronic document created and maintained in the ordinary course of business. However, not every data constitutes a business record that must be kept. Data and any of its attachments should be retained if it documents business activities that have evidentiary or reference value, or it is the sole copy of the information. This includes, for example, job offers, contract negotiations where final pricing is set, or a policy memo. It does not include, for example, in-progress drafts, discussions, or negotiations; received copies of policy memos where an original already exists; or non-business correspondence.

Any data that is required by law to be stored for legal reviews and/or audits will also be archived and retained for as long as the law demands. These messages will also be disposed of in accordance with any regulations governing Phoenix and the industry in which it resides.

2.2 Phoenix Management’s responsibilities

The procedures for archiving and retaining electronic data must be compliant with the local, federal, and industry laws, regulations, and directives governing the country, state or municipality where each Phoenix office is located.

Phoenix Management is responsible for being aware of, listing and describing the local, federal, and industry laws, regulations, and directives that may affect this E-mail Archiving and Retention Policy.

2.3 Phoenix IT's responsibilities

Phoenix IT Department is responsible for implementing and supporting an appropriate data archiving solution and supporting software.

Any and all archived data will be tagged with metadata in order to make data headers, content, attachments, and text fully searchable. In addition, Phoenix IT Department will deploy and maintain software applications that support the archiving and search ability of stored data.

2.4 Data classification

The following is a list of types and categories which should be used to classify data. Any data which would not fall under any of these categories must be assessed by Phoenix Management and Phoenix IT Department to determine its retention guidelines :

2.4.1 Administrative Correspondence

- Phoenix Administrative Correspondence includes clarification of established company policy, including holidays, time card information, dress code, work place behavior and any legal issues such as intellectual property violations. All email with information sent to or from the Phoenix Management Staff shall also be treated as Administrative Correspondence.

2.4.2 Fiscal Correspondence

- Phoenix Fiscal Correspondence is all information related to revenue and expense for Phoenix. It especially includes any financial reporting related correspondence.

2.4.3 General Correspondence

- Phoenix General Correspondence covers information that relates to customer interaction and the operational decisions of the business. The individual employee is responsible for data retention of General Correspondence.

2.4.4 Ephemeral Correspondence

- Phoenix Ephemeral Correspondence is by far the largest category and includes personal email, requests for recommendations or review, email related to product development, updates and status reports.

2.4.5 Customer Sensitive or Confidential Information

- See Data Classification Policy for description.
- Data should be destroyed upon completion of related projects as agreed to with customers.
- Data that changes in classification to public based on its age, should be destroyed according to need for computing, backup, and storage resources.

2.5 Record Retention Schedule

The Phoenix Management is responsible for creating and maintaining a list (called “**Record Retention Schedule**”) of all data categories and types created and maintained by Phoenix that qualify as business records or messages that must be archived under the law.

The Phoenix IT Department will assist Phoenix Management in maintaining this schedule.

For each data type, a mandatory retention schedule and method of disposal must be stipulated, in addition to storage locations.

2.6 Policy Suspension

In some instances, this E-Mail Archiving and Retention Policy may be temporarily suspended, specifically if an investigation, litigation, or audit is anticipated. In some instances, this policy’s disposal schedule may conflict with the need to produce data relevant to the aforementioned legal or regulatory procedures. If this is the case, then the need to comply fully with the law and/or regulation will override this policy, causing this policy to be temporarily suspended until the matter in question is satisfactorily resolved. Suspension of this policy will take the form of no data being disposed of whatsoever for a period of time, until lifted.

2.7 Policy Non-Compliance

It is in violation of this policy to dispose of any data types named in the Retention Schedule above.

PHOENIX PERSONNEL SECURITY POLICY

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1 Purpose

In accordance with industry 'best practices' and to comply with numerous compliance regulations, Phoenix has prepared various Information Security policies and procedures which are intended to protect the confidentiality, integrity and availability (CIA) of their critical client data and their computing resources. This document describes personal security policy at Phoenix in defining and administering these policy and procedures.

2 Policy Statement

Personnel at all levels are required to contribute to maintaining a high level of information security. As stated in the Corporate Security Policy, *'security is a business objective where staff members are to be active agents and is an integral part of everybody's job profile and objectives.'*

This document lays out Phoenix's Information Security Policies relating to Phoenix's employees, and other users of Phoenix's information systems. It includes security in job definitions, user training, and responding to security incidents and malfunctions.

2.1 Security In Job Definitions

2.1.1 Including Security In Job Responsibilities

- 2.1.1.1 All job roles and responsibilities must be documented and should include general as well as specific responsibilities for implementing or maintaining security within Phoenix.
- 2.1.1.2 All employees of Phoenix must understand their job roles and responsibilities.

2.1.2 Personnel Screening

- 2.1.2.1 Periodic background checks should be performed on all personnel who work in sensitive or critical job roles.
- 2.1.2.2 All supervisory roles are responsible for the performance and conduct of the staff personnel reporting to them. Managers/supervisors are required to monitor performance and conduct of each of their staff. Information owners and business process owners must assess the impact on the security of the information resources to which the staff has access.

2.1.3 Non Disclosure Agreements

- 2.1.3.1 All users of Phoenix's information assets will be required to accept non-disclosure obligations. Users are required not to disclose company or customer information derived as a result of their access to Phoenix's information systems to unauthorized parties.
- 2.1.3.2 All users will be required to periodically re-affirm their non-disclosure obligations by signing non-disclosure and/or confidentiality agreements.

2.1.4 Terms And Conditions Of Employment

- 2.1.4.1 Phoenix's employment policies must contain reference to:
 - The employee's legal and security related responsibilities,
 - The extent and duration of the responsibilities

- An indication of management action in case the terms of employment are violated.

2.1.4.2 All employees of Phoenix must sign a statement indicating they read and accept the terms of the Acceptable use policy.

2.2 User Training

2.2.1 Information Security Awareness and Training

2.2.1.1 Each employee, with access to sensitive information, must be educated with regards to information security and security awareness. Additionally, those who are involved with technical security responsibilities are required to learn additional security skills that correspond to their specific job role.

2.2.1.2 Details of training and certificates (if any) issued during the training must be documented and maintained in each personnel's profile.

2.3 Responding To Security Incidents And Malfunctions

2.3.1 Reporting Security Incidents, Weaknesses and Malfunctions

2.3.1.1 All Phoenix employees and business partners are responsible for reporting of any security breaches, security weaknesses, or software malfunctioning, to the Phoenix IT department, or the legal department, as quickly as possible using the Incident Report Form, or e-mail, or and direct contact.

2.3.2 Learning From Incidents

2.3.2.1 Phoenix requires that processes be developed to analyze security incidents and identify proactive measures to be undertaken to avoid similar incidents in future.

Phoenix Settlement Administration Office Risk Assessment

Management Unit:	Phoenix Settlement Administration	Location: (Site/ Building/ Room)	
Assessment Date:		Review Date:	
Assessors Name:		Job Title:	

Task: Risk assessment for the activities associated with work in an office environment.

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/ No	Corrective actions required	Risk Evaluation			Risk Rating Low, Medium or High
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	
Slips, trips and falls		Could suffer injury e.g. sprains and fractures if they trip and fall as a result of: - Obstructions, trailing cables, spillages, worn or raised floor coverings etc on walkways. - Poor office layout and storage arrangements resulting in insufficient circulation space.	1. Work areas should be kept clear of obstructions. 2. Any spillages should be cleaned up immediately. 3. All areas should be well lit, especially stairs. 4. Any hazards such as torn carpets, trailing cables, defects to floor coverings, faulty lighting etc. should be reported immediately to the line manager or local person responsible for safety.						
Manual Handling		Could suffer from back pain and work related upper body disorder (WRULD) due to: Using incorrect handling techniques when handling office items (deliveries, boxes, filing etc).	1. A risk assessment must be completed for lifting heavy and bulky loads that present a risk of injury e.g. stretching, stooping, twisting). 2. A trolley should be used to transport boxes of paper or other heavy items. 3. Using low shelves for storing heavy items and only using						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
		- Poor workstation layout and insufficient working space resulting in poor posture. - Individuals with health conditions, previous back injuries etc affecting ability to safely handle items - New and expectant mothers may be more susceptible to injury.	high shelves for light items only. 4. Training in lifting techniques should be provided for anyone who undertakes lifting of heavy loads.						
Computer workstation use		WRULD could develop as a result of - Inappropriate layout or lack of awareness resulting in poor posture being adopted when using Display Screen Equipment (DSE) - Working for prolonged periods without change of posture or sufficient break.	1. Where desktops, laptops and notebooks are used as a significant part of day-to-day work, a Computer Equipment assessment must be carried out. 2. Work should be planned to include regular breaks from the computer. 3. HSE leaflet “Are you keying safely” may be issued to DSE users.						
Data loss		Removed data in a result of - Accidental deletion - Software and/or hardware failure	1. Proper access rights are set in place to prevent deletion of critical data. 2. Regular local and offsite backups are in place and monitored.						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
			3. Proper training of the staffs on using computers and how data are handled.						
Electrical safety		Could suffer electrical shock or burns if using Damaged portable electrical appliances, their cables, plugs e.g. lamps, fans, photocopier, extension leads, PC etc.	- All portable electrical equipment must be tested for electrical safety at correct intervals and labelled with the date of the test. - Electrical cables and plugs should be regularly visually inspected by the user for damage. - Any defective equipment should be reported immediately to the responsible person e.g. line manager or local safety coordinator, then suitably labelled and taken out of use until the repair has been carried out. - Electrical equipment must always be operated in accordance with manufacturers' instructions.						
Fire		Could suffer from smoke inhalation or burns if trapped in office. Combustible materials coming into contact with or in close proximity to heat sources.	- The storage of empty cardboard boxes should be kept to an absolute minimum. - Equipment should be switched off when not in use for long periods. - All portable electrical equipment must be tested for						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
		- Portable heaters in unsafe condition and/or inappropriately located. - Over accumulation of rubbish. - Over loading of electrical sockets. - Inappropriate action in the event of discovering a fire or hearing the fire alarm.	electrical safety at appropriate intervals. 4. The fire alarm system is installed, maintained and tested. 5. Fire risk assessments for each building should be carried out periodically. 6. Everyone must be acquainted with the Emergency evacuation procedure for their area. 7. Area Fire Officers and depute must be appointed to cover offices and general areas.						
Lone working and Out of Hours work (LOOH)		Staff unable to promptly summon emergency assistance in the event of serious injury, sudden illness or personal threat.	1. LOOH work should be minimised or avoided where feasible. 2. If unavoidable, conduct a generic LOOH Risk Assessment 3. Specific LOOH Risk Assessment may be required in circumstances where any potential risks are increased (e.g. expectant mothers, persons with mobility issues or medical conditions).						
Falling from height		- Falling when retrieving items stored at height - Dropping items onto others when stored at height	1. Chairs or desks must not be used for reaching heights; step stools should be used instead. 2. If a stepladder is used, staff/students should read an appropriate risk assessment						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
			and be shown how to use it safely. 3. To prevent injuries heavy items must not be stored on upper shelves. They should be stored at waist height.						
Working environment		- May feel too hot/cold or suffer other general discomfort - Contact with furniture if insufficient space to move around. - May suffer eyestrain if lighting is insufficient or of the wrong type	- Is the temperature of the office normally kept within a comfortable range? - Is the office adequately ventilated? - Is the space provided is sufficient to enable free movement around the office, and for carrying out general tasks? - Are the lighting levels adequate for the tasks undertaken? - Are window blinds fitted where necessary to adjust lighting levels? - Are desk lamps provided if additional task lighting is required?						
Inadequate hygiene and welfare facilities		General discomfort or stress.	- Are toilets supplied with hot/cold water, soap and towels, and deficiencies reported to the cleaning staff? - Is an area available for refreshment with drinking water available? - Is the 'No smoking' policy implemented?						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
Chemical risks		Generally the risk will be very low within an office environment.	If any hazardous substances e.g. solvents or solvent-based glues are used within the office area then a COSHH risk assessment must be completed and a safe system of work issued to the users.						
Filing Cabinets		• Could topple over if loading is unbalanced. • Cabinet drawers that have been left open could be a trip hazard	1. Filing cabinets should be loaded from the bottom up to maintain stability. 2. Where filing cabinets are of the type that allows more than one drawer to be opened at a time, they must be labelled with a warning of a tipping risk. 3. Drawers should be closed immediately after use.						
Office equipment		Coming into contact with moving, cutting or other dangerous parts, clothing, long hair etc becoming entangled. e.g. shredders, guillotines	1. Equipment used in accordance with manufacturer's instructions 2. Those using the equipment have been made aware of how to use it safely e.g. verbal instruction, signage etc. 3. Equipment periodically checked for safe condition and taken out of use if any damage found.						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
			4. Loose clothing (e.g. ties) and long hair kept away from any moving parts.						
Any other hazards identified?									

1. EXAMPLE HAZARDS THAT MAY BE APPLICABLE TO THE JOB or WORK ACTIVITY				
Working at Height		Noise	Hand tools	Vibration
Falling objects		Extreme Heat / cold	Confined spaces	Repetitive hand/ arm movement
Slippery/ uneven/ worn floors		Radiation	Poor housekeeping / cleaning	Machine operation
Obstructions/ projections		Lighting	Vehicle movement	Electro Magnet
Manual handling		Compressed air	Fire / explosion	Pressurised systems
Mechanical Lifting		Substances / materials	Electricity	Other (<i>specify on assessment</i>)
2. RISK MATRIX		Potential consequence of harm		
		1 – Minor Injury (e.g. hazard can cause illness, injury or equipment damage but the results would not be expected to be serious)	2 – Significant Injury (e.g. hazard can result in serious injury and/or illness, over 3 day absence)	3 – Major Injury (e.g. hazard capable of causing death or serious and life threatening injuries)
Likelihood of harm	1 – Unlikely (injury rare, though possible)	1 – Low	2 – Low	3 – Medium
	2 – Possible (injury could occur occasionally)	2 – Low	4 – Medium	6 – High
	3 – Probable (injury likely to occur, can be expected)	3 – Medium	6 – High	9 – Extreme

3. RISK EVALUATION

This is calculated by multiplying the likelihood against the consequence e.g. taking a likelihood of 1, which is classified as Unlikely and multiplying this against a Potential Consequence of 2, which is classified as Significant Injury, would give you an overall Risk Rating of 2, which would result in an overall evaluation as a low risk.

1 to 2 = Low risk

Low risks are largely acceptable, monitor periodically to determine situation changes which may affect the risk, or after significant changes

3 to 4 = Medium risk

Medium risks at the upper end of this band should only be tolerated for the short-term and then only whilst further control measures to mitigate the risk are being planned and introduced, within a defined time period. Risks on the lower end should be reduced if practicable.

6 = High risk

High risks activities should cease immediately until further control measures to mitigate the risk are introduced. The continued effectiveness of control measures must be monitored periodically.

9 = Extreme Risk

Work should not be started or continued until the risk has been mitigated. Immediate action is required to reduce exposure. A detailed mitigation plan must be developed, implemented and monitored by senior management to reduce the risk before work is allowed to commence.

PHOENIX'S SERVICE PROVIDER RISK ASSESSMENT

1. **Understand the depth of the relationships your firm has established.**

Understanding of who your outsourced providers are, what services/functions they provide and what level of access they have to your firm's data/systems.

Here is a quick list of possible third parties:

- IT infrastructure/cloud provider/managed security service
- Legal consultant(s)
- Auditing/tax firm/accounting
- Outsource Printing
- Outside contractors: Equipment Repair

2. **Calculate potential risks and vulnerabilities.**

Assessing provider access to data, systems, financials or other proprietary data.

Completing a provider risk assessment for each third-party engagement, provide insight into the level of access each provider has and hence, any potential vulnerabilities that may arise.

3. **Conduct thorough due diligence before the relationship commences.**

Conduct initial vetting, sending requests for proposals, assessment of documentation and gathering as much information as possible.

4. **Continue conducting proper due diligence throughout the course of the relationship.**

Continuously evaluated and monitored to ensure both parties are achieving their end goals and meeting expectations. General monitoring of service provider practices and performance. Engaging with compliance consultants and auditing firms to conduct independent service provider evaluations and assessments.

5. **Employ contingency plans for terminating vendor contracts.**

Review for any contractual loopholes and operational practices that may affect migration plans or your firm's security standing.

Information Classification and Access Control Policy

Dated: 4/27/2022
Reviewed: Annually
Domains: Asset Classification and Control
Communications and Operations Management
Physical and Environmental Security
Information Security Incident Management

POLICY STATEMENT

1. Millennium Systems (MS) Responsibility—All MS employees who come into contact with sensitive *Phoenix Settlement Administration* internal information are expected to familiarize themselves with this data classification policy and to consistently use these same ideas in their daily *Phoenix Settlement Administration* business activities. Sensitive information is either Confidential or Restricted information, and both are defined later in this document. Although this policy provides overall guidance, to achieve consistent information protection, MS employees are expected to apply and extend these concepts to fit the needs of day-to-day operations. This document provides a conceptual model for MS for classifying information based on its sensitivity, and an overview of the required approaches to protect information based on these same sensitivity classifications.

2. Addresses Major Risks - The MS data classification system, as defined in this document, is based on the concept of need to know. This term means that information is not disclosed to any person who does not have a legitimate and demonstrable business need to receive the information. This concept, when combined with the policies defined in this document, will protect *Phoenix Settlement Administration* information from unauthorized disclosure, use, modification, and deletion.

3. Applicable Information - This data classification policy is applicable to all electronic information for which MS is the custodian.

PROCEDURES

1. Access Control

1.1 Need to Know—Each of the policy requirements set forth in this document are based on the concept of need to know. If an MS employee is unclear how the requirements set forth in this policy should be applied to any particular circumstance, he or she must conservatively apply the need to know concept. That is to say that information must be disclosed only to those people who have a legitimate business need for the information.

1.2 System Access Controls—The proper controls shall be in place to authenticate the identity of users and to validate each user's authorization before allowing the user to access information or services on the system. Data used for authentication shall be protected from unauthorized access. Controls shall be in place to ensure that only personnel with the proper authorization and a need to know are granted access to *Phoenix Settlement Administration* systems and their resources. Remote access shall be controlled through identification and authentication mechanisms.

1.3 Access Granting Decisions—Access to *Phoenix Settlement Administration* sensitive information must be provided only after the written authorization of the Data Owner has been obtained. Access requests will be presented to the data owner using the Access Request template. Custodians of the involved information must refer all requests for access to the relevant Owners or their delegates.

Information Classification and Access Control Policy

Special needs for other access privileges will be dealt with on a request-by-request basis. The list of individuals with access to Confidential or Restricted data must be reviewed for accuracy by the

relevant Data Owner in accordance with a system review schedule approved by the VP, Director of Information Services and the AVP, Director of Risk Management.

2. Information Classification

2.1 Owners and Production Information—All electronic information managed by MS must have a designated Owner. Production information is information routinely used to accomplish business objectives. Owners should be at the VP level or above. Owners are responsible for assigning appropriate sensitivity classifications as defined below. Owners do not legally own the information entrusted to their care. They are instead designated members of the *Phoenix Settlement Administration* management team who act as stewards, and who supervise the ways in which certain types of information are used and protected.

2.2 RESTRICTED—This classification applies to the most sensitive business information that is intended for use strictly within *Phoenix Settlement Administration*. Its unauthorized disclosure could seriously and adversely impact *Phoenix Settlement Administration*, its customers, its business partners, and its suppliers.

2.3 CONFIDENTIAL—This classification applies to less-sensitive business information that is intended for use within *Phoenix Settlement Administration*. Its unauthorized disclosure could adversely impact *Phoenix Settlement Administration* or its customers, suppliers, business partners, or employees.

2.4 PUBLIC—This classification applies to information that has been approved by *Phoenix Settlement Administration* management for release to the public. By definition, there is no such thing as unauthorized disclosure of this information and it may be disseminated without potential harm.

2.5 Owners and Access Decisions—Data Owners must make decisions about who will be permitted to gain access to information, and the uses to which this information will be put. MS must take steps to ensure that appropriate controls are utilized in the storage, handling, distribution, and regular usage of electronic information.

3. Object Reuse and Disposal

Storage media containing sensitive (i.e. restricted or confidential) information shall be completely empty before reassigning that medium to a different user or disposing of it when no longer used. Simply deleting the data from the media is not sufficient. A method must be used that completely erases all data. When disposing of media containing data that cannot be completely erased it must be destroyed in a manner approved by the Director of MS Security.

4. Physical Security

4.1 Data Center Access—Access to the data center must be physically restricted in a reasonable and appropriate manner.

Information Classification and Access Control Policy

4.2 Facility Access—All network equipment (routers, switches, etc.) and servers located in the corporate office and in all facilities must be secured when no *Phoenix Settlement Administration* personnel, or authorized contractors, are present. Physically secured is defined as locked in a location that denies access to unauthorized personnel.

4.3 Removal of Access- Access rights will be immediately disabled or removed when the user is terminated or ceases to have a legitimate reason to access *Phoenix Settlement Administration* systems.

4.4 User Verification- A verification of the user's identity must be performed by the Operations Director before granting a new password.

4.5 Annual Review- Existing user accounts and access rights will be reviewed at least annually to detect dormant accounts and accounts with excessive privileges. Examples of accounts with excessive privileges include:

4.5.1. An active account assigned to employees that no longer work for the Institution.

4.5.2. An active account with access rights for which the user's role and responsibilities do not require access.

6.8.3. System administrative rights or permissions (including permissions to change the security settings or performance settings of a system) granted to a user who is not an administrator.

5. Special Considerations for Restricted Information

If Restricted information is going to be stored on a personal computer, portable computer, personal digital assistant, or any other single-user system, the system must conform to data access control safeguards approved by MS and Corporate senior management. When these users are not currently accessing or otherwise actively using the restricted information on such a machine, they must not leave the machine without logging off, invoking a password protected screen saver, or otherwise restricting access to the restricted information.

5.1 Data Encryption Software—*Phoenix Settlement Administration* employees and vendors must not install encryption software to encrypt files or folders without the express written consent of MS Security.

6. Information Transfer

6.1 Transmission Over Networks—If *Phoenix Settlement Administration* Restricted data is to be transmitted over any external communication network, it must be sent only in encrypted form. Such networks include electronic mail systems, the Internet, etc. All such transmissions must use a virtual public network or similar software as approved by the Information Security Team.

6.2 Transfer to Another Computer—Before any Restricted information may be transferred from one computer to another, the person making the transfer must ensure that access controls on the destination computer are commensurate with access controls on the originating computer. If comparable security cannot be provided with the destination system's access controls, then the information must not be transferred.

6.3 Accuracy of data- responsibility belong solely to the transferring entity.

Information Classification and Access Control Policy

7. Software Security

7.1 Secure Storage of object and source code—Object and source code for system software shall be securely stored when not in use by the developer. Developers must not have access to modify program files that actually run in production. Changes made by developers must be implemented into production by Technical Operations. Unless access is routed through an application interface, no developer shall have more than read access to production data. Further, any changes to production applications must follow the change management process.

7.2 Testing—Developers must at least perform unit testing. Final testing must be performed by the Quality Assurance team or the target user population.

7.3 Backups—Sensitive data shall be backed up regularly, and the backup media shall be stored in a secure environment.

8. Key Management

8.1 Protection of Keys—Public and private keys shall be protected against unauthorized modification and substitution.

8.2 Procedures—Procedures shall be in place to ensure proper generation, handling, and disposal of keys as well as the destruction of outdated keying material.

8.3 Safeguarding of Keys—Procedures shall be in place to safeguard all cryptographic material, including certificates. MS Security must be given copies of keys for safekeeping.

9. Phoenix Settlement Administration Employees and Vendors—All above policies apply to all employees of both PSA and any third-party service providers who can access the data provided to PSA.

Phoenix Settlement Administrator

Password Policy

1.0 Overview

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of Phoenix Settlement Administrator's (PSA) entire network. As such, all PSA employees are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

2.0 Purpose

The purpose of this policy is to establish a standard for creation of strong passwords, the protection of those passwords, and the frequency of change.

3.0 Scope

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any PSA facility, has access to the PSA network, or stores any non-public PSA information.

4.0 Policy

4.1 General

- All system-level passwords must be changed every 90 days.
- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed every 90 days
- User accounts that have system-level privileges granted through group memberships must have a unique password from all other accounts held by that user.
- Passwords must not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines described below.

4.2 Guidelines

A. General Password Construction Guidelines

Passwords are used for various purposes at PSA. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection, voicemail password, and local router logins. Everyone should be aware of how to select strong passwords.

Poor, weak passwords have the following characteristics:

- The password contains less than sixteen characters
- The password is a common usage word such as: Names of family, pets, friends, co-workers, fantasy characters, etc.

- Computer terms and names, commands, sites, companies, hardware, software.
- The words "PSA", "Class Action" or any derivation.
- Birthdays and other personal information such as addresses and phone numbers.
- Word or number patterns like aaabbb, qwerty, zyxxvuts, 123321, etc.
- Any of the above spelled backwards.
- Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong passwords have the following characteristics:

- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have digits and punctuation characters as well as letters e.g., 0-9 ,!@#\$%^&*()_+|- =\`{ }[]: ";'<>?,./)
- Are at least sixteen alphanumeric characters long.
- Are not based on personal information, names of family, etc.

Passwords should never be written down or stored on-line. Try to create passwordss that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase.

B. Password Protection Standards

Do not use the same password for PSA accounts as for other non-PSA access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various PSA access needs. Do not share PSA passwordss with anyone, including administrative assistants or secretaries.

All passwordss are to be treated as sensitive, confidential PSA information.

Here is a list of "don't's":

- Don't reveal a password over the phone to ANYONE
- Don't reveal a password in an email message
- Don't reveal a password to your supervisor
- Don't talk about a password in front of others
- Don't hint at the format of a password (e.g., "my family name")
- Don't reveal a password on questionnaires or security forms
- Don't share a password with family members
- Don't reveal a password to co-workers while on vacation

If someone demands a password, refer them to this document or have them call someone in the management.

Do not use the "Remember Password" feature of applications (e.g., Outlook, Internet Explorer, Instant Messenger).

Again, do not write passwords down and store them anywhere in your office. Do not store passwords in a file on ANY computer system without encryption.

Change passwords at least once every 90 days.

If an account or password is suspected to have been compromised, report the incident to the management and change all passwords.

C. Remote Access

Access to the PSA Networks via remote access is controlled using Virtual Private Networking (VPN). VPN can be setup by notifying the management and the Technology Group (Millennium Systems)

D. Passwords at Account Creation

When a request for a username is requested, the management will determine the type and privileges required. The password will be set to be pre-expired so the user will be required to change their password when they first successfully logon to the system. The lifetime of the password will be set according to the guidelines set in section 4.1 of this document.

E. Forgotten Passwords

Users will occasionally forget their password. A characteristic of password files is that passwords cannot be looked up. If a user forgets their password, the password can be changed by Millennium Systems.

5.0 Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Certificate of Data Destruction

Phoenix Settlement Administration.

The requested data is destroyed using the one or more of the following method(s):

Data Destruction Procedure:

- ☐ 1-Pass partial wipe: The data was removed from the server and software was used to overwrite empty section of the storage and indexing locations with zeros (0x00) once and then verified
- ☐ 1-Pass full wipe: Software was used to overwrite all addressable storage hardware and indexing locations with zeros (0x00) once and then verified
- ☐ 3-Pass full wipe: Software was used to overwrite all addressable storage hardware and indexing locations on the drive three times with zeros (0x00), complement (0xFF) and random characters and then verified.
- ☐ Shred: Shredded according to the National Institute of Standards and Technology's (NIST) Special Publication 800-88 Guidelines for Media Sanitization.
- ☐ Crushed: Hard drives were placed inside a specialized machine and a conical punch inside the unit delivered 12,000 pounds of hydraulic force to the drive, causing catastrophic trauma to the hard drive's chassis, destroying its internal platter, and then shredded according to the National Institute of Standards and Technology's (NIST) Special Publication 800-88 Guidelines for Media Sanitization.

Company Name:

Date:

SECURITY AWARENESS TRAINING PROGRAM

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EXHIBIT E
to Declaration of Jodey Lawrence

December 20, 2021

RE: Professional Liability Quote (Other Professional)

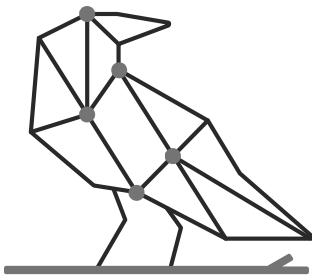
Submission Number: 243312
Renewal of: LHR842176
Company: Landmark American Insurance Company
(A.M. Best rating: A+ XIV and S&P rating: A+)
Insured: PHOENIX SETTLEMENT ADMINISTRATORS INC
ORANGE, CA
Professional Services: Administrative support to law firms
Policy Dates: January 19, 2022 - January 19, 2023
Form: RSG 51025 0215 Miscellaneous Professional Liability Coverage
Form Claims Made and Reported Basis
Retroactive Date: January 19, 2021
Each Claim Limit: \$2,000,000
Aggregate Limit: \$2,000,000

Deductible

Per Claim: \$2,500 Applies to Indemnity and Expense

Policy Attachments

- RSG 56001 0903 Additional Exclusions Endorsement
- RSG 54162 0617 Additional Retroactive Date Amendatory Endorsement - 01/19/2016 for \$1MM/\$1MM limit & 01/19/2021 for \$2M/\$2M limit;
- RSG 56010 0903 Biological Contaminants Exclusion
- RSG 92062 0416 California - Service Of Suit
- RSG 99019 0120 California Surplus Lines Disclosure Notice
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56069 0104 Prior and Pending Litigation Exclusion
- RSG 99022 0122 State Fraud Statement
- RSG 56121 0220 Violation of Consumer Protection Laws Exclusion



CORVUS

Smart Cyber Insurance™

Policy

for Phoenix Settlement Administrators

Produced February 07, 2022

Effective **01/19/2022** to **01/19/2023**

Corvus Insurance

100 Summer Street, Suite 1175, Boston, MA 02110

www.corvusinsurance.com

Corvus Smart Cyber Insurance Policy Declarations

Policy Number

CYB-3012754-01

Item 1

Insured

Named Insured:

Phoenix Settlement Administrators

Principal Address:

1411 N. Batavia Ste 211

Orange, CA 92867

Item 2

Policy Period

Inception Date: **01/19/2022**

Expiration Date: **01/19/2023**

12:01 a.m. standard time both dates at the Principal Address stated in ITEM 1.

Item 3

Insurer

Hudson Excess Insurance Company (Non-Admitted, AM Best "A" Excellent)

Maximum Policy Aggregate Limit: \$2,000,000

EXHIBIT F
to Declaration of Jodey Lawrence



CASE ASSUMPTIONS

Class Members	200
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	198
Subtotal Admin Only	\$5,950.00

Not-to-Exceed Total \$5,950.00

For 200 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

July 5, 2022

Case: Medina/National Paving Opt-Out wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Elizabeth Nguyen, Esq.

Firm: Lidman Law

Contact Number: (424) 322-4772

Email: enguyen@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on **200** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$1.70	16	\$27.20
NCOA (USPS)	\$51.66	1	\$51.66
Total			\$378.86

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.25	200	\$50.00
Notice Packet & Opt-Out Form	\$1.00	200	\$200.00
Estimated Postage (up to 2 oz.)*	\$0.71	200	\$142.00
Static Website	\$100.00	1	\$100.00
Language Translation	\$650.00	1	\$650.00
Total			\$1,242.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	40	\$80.00
Remail Notice Packets	\$1.00	40	\$40.00
Estimated Postage	\$0.71	40	\$28.40
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$358.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$150.00	1	\$150.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$650.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks *	\$1.75	198	\$346.50
Estimated Postage	\$0.58	198	\$114.84
Total			\$1,711.34

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$135.00	1	\$135.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$59.40
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$125.00	1	\$125.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$650.00	1	\$650.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1	\$300.00
Estimated N/A Total Class Members			
Total			\$1,609.40

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$5,950.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.