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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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COST**

Date: April 17, 2023

Time: 1:30 p.m.

Dept.: S-17

Action Filed: July 23, 2020

Trial Date: None Set

1 With respect to the declarations and supporting exhibits cited in Plaintiff's Motion for
2 Final Approval of Class Action Settlement, Class Representative's Service Award, and
3 Attorneys' Fees and Cost ("Plaintiff's Motion"), the following are hereby concurrently filed with
4 the Court:

5 **Exhibit 1:** Declaration of Elizabeth Nguyen in support of Plaintiff's Motion ("Nguyen
6 Decl.")

7 **Exhibit A to Nguyen Decl.:** Order Granting Preliminary Approval
8 of Settlement

9 **Exhibit B to Nguyen Decl.:** Expense Summary

10 **Exhibit C to Nguyen Decl.:** Laffey Matrix

11 **Exhibit D to Nguyen Decl.:** August 17, 2022 Proof of Service
12 on LWDA Re: Proposed Settlement
13 Agreement

14 **Exhibit E to Nguyen Decl.:** December 21, 2022 Proof of Service
15 on LWDA Re: Order Granting
16 Preliminary Approval of Settlement

17 **Exhibit 2:** Declaration of Scott M. Lidman in support of Plaintiff's Motion

18 **Exhibit 3:** Declaration of Milan Moore in support of Plaintiff's Motion

19 **Exhibit 4:** Declaration of Paul K. Haines in support of Plaintiff's Motion

20 **Exhibit 5:** Declaration of Plaintiff Angel Medina in support of Plaintiff's Motion

21 **Exhibit 6:** Declaration of Kevin Lee on Behalf of Phoenix Class Action
22 Administration Solutions With Respect to Opt Outs and Objections
23 Received ("Lee Decl.")

24 **Exhibit A to Lee Decl.:** Notice Packet

25 **Exhibit B to Lee Decl.:** Breakdown of Settlement
26 Administration Costs
27

1 Dated: March 23, 2023

Respectfully submitted,
LIDMAN LAW, APC

2
3 By:



Elizabeth Nguyen
Attorneys for Plaintiff
ANGEL MEDINA

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW, APC
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ANGEL MEDINA, as an individual and on
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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. Joseph T.
Ortiz, Dept. S-17]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
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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 Plaintiff
3 Angel Medina (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this Court. I
5 have personal knowledge of the facts stated in this declaration and could testify competently to them if
6 called upon to do so.

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern for
8 the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During law
9 school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel for
10 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 international law
13 firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest
14 law firm in the world exclusively devoted to representing management in employment, employee benefits
15 and labor law matters.”

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

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

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

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

- 15 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
16 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 17 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
18 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 19 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
20 States District Court, Central District of California, Honorable Judge Percy
21 Anderson, presiding.
- 22 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
23 States District Court, Central District of California, Honorable Judge Percy
24 Anderson, presiding.
- 25 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
26 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹

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

- 1 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
2 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
3 presiding.
- 4 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
5 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 6 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
7 States District Court, Central District of California, Honorable Judge Dale Fischer,
8 presiding.
- 9 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
10 States District Court, Central District of California, Honorable Judge Margaret
11 Morrow, presiding.
- 12 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
13 District Court, Central District of California, Honorable Judge Margaret Morrow,
14 presiding.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
17 Barton, presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Judge Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM, United
25 States District Court, Central District of California, Honorable Judge Dale Fischer,
26 presiding.
- 27
- 28

1 ► *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
2 States District Court, Central District of California, Honorable Judge Dale Fischer,
3 presiding.

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

19 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
20 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
21 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
22 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
23 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
24 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
25 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
26 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
27 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
28 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*

1 v. *H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
9 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
10 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
11 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
12 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
13 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
14 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
15 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
16 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
17 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
18 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
19 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
20 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
21 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
22 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
23 Honorable Judge Philip S. Gutierrez presiding.

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

27 10. On March 19, 2021, Plaintiff filed a putative class action complaint against Defendant
28 National Paving Company, Inc. (hereinafter “National Paving” or “Defendant”) in San Bernardino

County Superior Court. On March 19, 2021, Plaintiff sent a letter to the California Labor Workforce Development Agency (“LWDA”) regarding Defendant’s alleged Labor Code violations and Plaintiff’s intent to bring a claim for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”). After exhausting his administrative requirements under the PAGA, Plaintiff filed a First Amended Class and Representative Action Complaint on May 24, 2021 adding one cause of action for civil penalties under the PAGA. Plaintiff’s operative complaint alleges that National Paving: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failure to reimburse necessary business expenses; (6) failed to provide accurate, itemized wage statements; (7) failed to timely pay all wages upon separation of employment; (8) engaged in unlawful business practices; and (9) is liable for civil penalties under the PAGA.

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Defendant’s alleged failure to pay for all time worked and failure to provide Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically, Plaintiff alleges that Defendant failed to compensate its non-exempt employees for all time worked because Defendant would keep track of Plaintiff’s time worked and would unlawfully round/shave time worked such that Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant’s favor such that 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-exempt employees, Defendant failed to pay Plaintiff and other non-exempt employees for all minimum and overtime wages owed.

12. National Paving contends that it compensated Settlement Class members for all of their time worked, that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. National Paving further asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be required, and also that National Paving rounding mechanism was, according to it, allegedly facially neutral. Further, National Paving contends that

1 Plaintiff's assessment of the claim at the overtime rate is incorrect.

2 13. Plaintiff alleges that he and Settlement Class Members were not provided with all legally-
3 required meal periods in compliance with California law due to Defendant's unlawful meal period
4 policies/practices. Due to Plaintiff's job duties, Plaintiff was often prevented from taking meal periods
5 that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length.
6 Specifically, when using handwritten timesheets, Plaintiff and the other non-exempt employees did not
7 write down his start/stop time for lunch, and instead the foreman wrote down the exact same time for
8 every employee or most would simply put an arrow down. As such, the reliability and accuracy of the
9 timesheets are questionable.

10 14. National Paving counters that it has always provided non-exempt employees with an
11 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
12 employee timekeeping records were solely the result of employee choice, rather than any policy or practice
13 of National Paving. National Paving also points out that it is only required to "provide" the opportunity to
14 take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally,
15 National Paving contends Plaintiff's meal period claim is not suited for class certification and individual
16 inquiries would be required to assess which employees took non-compliant meal periods, how many meal
17 periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant
18 meal period or missed a meal period during a particular shift.

19 15. Plaintiff alleges that he and other Settlement Class Members were not authorized and
20 permitted to take all required rest periods due to National Paving's rest period policies/practices which
21 fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
22 Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a
23 ten-minute paid rest period for every four (4) hour period worked, *or major fraction thereof* as a result of
24 the work demands imposed by Defendant. In addition, Defendant's policy and practice required
25 employees to remain on the work premises during rest periods, failing to relinquish all control of
26 employees and restricting their movement during required rest periods, and thereby failed to authorize and
27 permit off-duty rest periods.

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

7 17. Plaintiff alleges that National Paving failed to reimburse them and Settlement Class
8 members for necessary business expenditures, including the maintenance of their uniform required for
9 work activities, as required under Labor Code section 2802. Plaintiff contends that National Paving
10 deducted from Plaintiff's wages towards to cost of cleaning and maintaining mandatory uniforms
11 between \$4 and \$75 per pay period per employee.

12 18. National Paving contends that any purportedly necessary expenses incurred by employees
13 were minimal. National Paving also argues that this claim is not suitable for class treatment, it
14 maintained a lawful expense reimbursement policy, Plaintiff did not submit a request to be reimbursed,
15 and individualized determinations would be required as to how often each employee cleaned their
16 uniform and how much the cleaning costs.

17 19. Plaintiff further alleges that National Paving issued inaccurate wage statements in
18 violation of Labor Code § 226 as a result of the alleged unpaid minimum wages, overtime wages, and
19 meal and rest period premium wages described above. Specifically, Plaintiff contends that this conduct
20 violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not
21 include all hours worked and the rate at which they were being paid.

22 20. National Paving argues that meal and rest period claims cannot support a claim for wage
23 statement penalties. National Paving further argues that its alleged wage statement violations could not be
24 shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee
25 "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
26 for imposition of penalties.

27 21. Plaintiff alleges that National Paving is also liable for waiting time penalties under Labor
28 Code section 203 as a result of its failure to pay all wages. Based on the data provided by National Paving,

1 there were approximately 156 Settlement Class members who have separated their employment with
2 National Paving during the relevant time period who could be entitled to waiting time penalties.

3 22. National Paving asserts it has strong defenses to the waiting time claim because there exist
4 good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

5 23. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor
6 Code violations.

7 24. National Paving argues that Plaintiff's PAGA claim will fail for the same reasons that his
8 underlying claims will fail. National Paving also maintains that, given its good faith defenses, this Court
9 would exercise its discretion to substantially reduce any PAGA penalties if it were to find National Paving
10 liable for any of Plaintiff's claims.

11 25. These considerations, not only bore heavily on the negotiations leading to the Settlement,
12 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
13 further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims at
14 issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Thus,
15 while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and
16 reasonable in view of them.

17 26. After agreeing to participate in early mediation, Defendant informally produced time
18 records and payroll data as well as its wage and hour policies and other relevant documents and information
19 relevant to the claims alleged in advance of mediation. Plaintiff conducted an analysis of the payroll data
20 and time records produced by Defendant. After the detailed review of the payroll and time records and
21 other documents and policies produced by Defendant, Class Counsel drew on their extensive experience
22 in similar cases to assess the strengths and weaknesses of Plaintiff's case.

23 27. As discussed in the preliminary approval papers, on January 24, 2022, after extensive
24 research and analysis, including a detailed analysis of Defendant's potential exposure by Plaintiff, a full-
25 day mediation was held with Tripper Ortman, Esq., a well-respected wage and hour class action mediator.
26 During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of
27 certification of Plaintiff's claims, and the legal basis for the claims and defenses, as well as the legal basis
28 for the claims and defenses. The Parties were unable to reach a settlement at mediation.

1 After the Parties' unsuccessful mediation, National Paving produced information and records
2 regarding its financial condition. As a result, Plaintiff's counsel retained a forensic accountant, Keith
3 Messerschmidt, to review and analyze the financial documents, who confirmed that National Paving's
4 representations regarding its financial condition and ability to pay issues were supported by the financial
5 documents. Ultimately, after months of settlement negotiations both with the mediator, the Parties agreed
6 in principle on a class-wide resolution. Thereafter, in the weeks that followed, the Parties signed the
7 Stipulation of Settlement ("Settlement").

8 28. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
9 Preliminary Approval on August 17, 2022. On December 8, 2022, the Court signed an Order Granting
10 Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the
11 Order Granting Preliminary Approval.

12 29. The Settlement Class encompasses: All current and former non-exempt, hourly employees
13 of Defendant National Paving Company, Inc. who worked in California at any time from March 19, 2017
14 through December 8, 2022.

15 30. After disbursement, Settlement Class Members will have 180 days to cash their checks.
16 Funds remaining unclaimed will be transferred to the California State Controller's Office – Unclaimed
17 Property Fund in the name of the corresponding Settlement Class Member(s).

18 31. Moreover, in my experience in wage and hour class action matters similar to this one, fee
19 awards generally average around one-third of the gross recovery.

20 32. My law firm's and co-counsel's work on this case includes, but is not limited to:
21 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
22 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll
23 records, preparing for and attending mediation, reviewing National Paving's financials, negotiating and
24 revising the long-form Settlement, preparing this Motion, and otherwise litigating the case.

25 33. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
26 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
27 Law Group, APC have incurred \$14,730.69 in actual costs and have devoted substantial time to this
28 litigation and expect to incur approximately \$565.00 in future costs for filing the instant motion, filing

1 the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or
2 court costs for future court appearances for a total of a total of \$15,295.69. Attached hereto as **Exhibit**
3 **B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees,
4 messenger fees, service fees, copying costs, mediation fees, and postage.

5 34. My experience in matters similar to this one was integral in evaluating the strengths and
6 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
7 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
8 federal law, as well as the procedural law of class action litigation. This case involved legal issues
9 including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and
10 permit" rest periods, and the propriety of statutory penalties, to name just a few.

11 35. Given the considerable potential for adverse outcomes in this case, including, but not
12 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
13 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
14 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
15 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
16 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
17 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
18 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
19 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
20 above, Class Counsel has advanced a total of \$14,730.69 (and anticipate incurring an additional \$565.00
21 in actual costs in connection with filing the motion for final approval and filing the final distribution
22 declaration(s) and related tasks) for a total of \$15,295.69 in litigation costs on a contingency basis, which
23 also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail
24 in this lawsuit.

25 36. In this case, Class Counsel have a lodestar of **\$156,752.50** which is 3.14 times more than
26 the \$50,000.00 fee request. The following is a general summary showing the number of hours of work
27 performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:
28

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$750	41.1	\$30,825
Elizabeth Nguyen (17th Year Attorney)	\$650	98.7	\$64,155
Paul K. Haines (16th Year Attorney)	\$675	17.4	\$11,745
Milan Moore (7th Year Attorney)	\$450	102.5	\$46,125
Paralegals	\$175	22.3	\$3,902.50
Total Lodestar			\$156,752.50

37. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award

of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct.*, Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

40. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

41. The requested service award to Plaintiff of \$5,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Green Set's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding his claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk by becoming a named Plaintiff in a representee action since the lawsuit is public record and may become known to prospective employers when evaluating him for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

42. Plaintiff submitted the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") via its website on August 17, 2022 the same day that he

1 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
2 hereto as **Exhibit D**. On December 21, 2022, Plaintiff submitted a copy of the Order granting preliminary
3 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto
4 as **Exhibit E**.

5 43. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final
6 Approval and all supporting documents via the LWDA's website on the same date that it is filing this
7 motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting
8 documents are submitted to the LWDA.

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

11 Executed on March 23, 2023, at El Segundo, California.

12
13 
14 Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

1 **LIDMAN LAW, APC**
2 Scott M. Lidman (SBN 199433)
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11 Fax: (424) 322-4775

12 Attorneys for Plaintiff
13 ANGEL MEDINA

14 **HAINES LAW GROUP, APC**
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19 Tel: (424) 292-2350
20 Fax: (424) 292-2355

21 Attorneys for Plaintiff
22 ANGEL MEDINA

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **FOR THE COUNTY OF SAN BERNARDINO**

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

27 Plaintiff,

28 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]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: December 8, 2022

Time: 10:00 a.m.

Dept.: S28

170 p.m.

517

Action Filed: July 23, 2020

Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC - 8 2022

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

ORIGINAL

FILED

1 The Motion of Plaintiff Angel Medina (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on December 8,
3 2022 at 10:00 a.m. in Department S-26. The Court, having considered the proposed Stipulation
4 of Settlement (the “Settlement”), attached as **Exhibit 2** to the Declaration of Elizabeth Nguyen
5 filed concurrently with the Motion; having considered Plaintiff’s Motion, Memorandum of Points
6 and Authorities in support thereof, and supporting declarations filed therewith; and good cause
7 appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set
9 forth in the Settlement and finds it terms to be within the range of reasonableness of a settlement
10 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
11 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
12 there is a sufficiently well-defined community of interest among the members of the Settlement
13 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
14 conditional certification of the following Settlement Class:

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

18 2. For purposes of the Settlement, the Court designates named Plaintiff Angel
19 Medina as Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
20 Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

21 3. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
22 party Settlement Administrator for mailing notices.

23 4. The Court approves, as to form and content, the Notice of Pendency of Class
24 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the
25 Settlement as **Exhibit A**.

26 5. The Court finds that the form of notice to the Settlement Class regarding the
27 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
28

members, constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Settlement Class members to opt out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed Settlement.

7. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

8. The Court directs the Settlement Administrator to mail the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court, located at 247 West Third Street, San Bernardino, California 92415 on _____, 2023 at _____ a.m./ p.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

1 12. Counsel for the parties shall file memoranda, declarations, or other statements and
2 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
3 expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA
4 for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code
5 of Civil Procedure and the California Rules of Court.

6 13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	<u>April 17</u> , 2023 <u>at 1:30pm</u>

15 15. Pending the Final Fairness Hearing, all proceedings in this action, other than
16 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
17 Order, are stayed.

18 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
19 in connection with the administration of the Settlement which are not materially inconsistent with
20 either this Order or the terms of the Settlement.

21 **IT IS SO ORDERED.**

22
23 Dated: Dec. 8, 2022


JOSEPH T. ORTIZ
Honorable ~~David S. Cohn~~
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Angel Medina v. National Paving Company, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$10,000.00
Expert Expenses (for Forensic Accountant)	\$1,235.00
Filing, Service and Messenger Fees	\$2,904.41
Copying Costs (at 06. Cents/page)	\$42.72
Postage Costs	\$360.56
Courtcall	\$188.00
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage	\$565.00
TOTAL:	\$15,295.69

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

COPY

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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]*

**SUPPLEMENTAL PROOF OF SERVICE
RE PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT (ON LWDA)**

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

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 17 2022

BY



DEPUTY

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 17, 2022, I served the foregoing document(s) described as:

1. Stipulation of Settlement
2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof
3. Compendium of Declarations Filed Concurrently With Plaintiff's Motion for Preliminary Approval of Class Action Settlement
 - Exhibit A: Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement
 - Exhibit B: Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement
 - Exhibit C: Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement
 - Exhibit D: Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement
 - Exhibit E: Declaration of Plaintiff Angel Medina in Support of Motion for Preliminary Approval of Class Action Settlement
 - Exhibit F: Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval
4. [Proposed] Order Granting Preliminary Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs

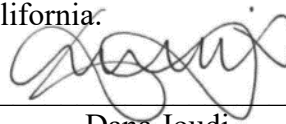
on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-826547-21.

1 [X] (STATE) I declare under penalty of perjury under the laws of the State of California that the
2 above is true and correct.

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

4 

5 Dana Joudi

EXHIBIT E

EXHIBIT E

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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

**PROOF OF SERVICE RE: ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT (ON LWDA)**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 21, 2022, I served the foregoing document(s) described as:

on the interested party(ies) in this action as follows:

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM- 826547-21.

Executed on December 21, 2022, at El Segundo, California.

Gladys Beltran

EXHIBIT 2

EXHIBIT 2

LIDMAN LAW, APC
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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 the Hon. Joseph T.
Ortiz, Dept. S-17]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
Trial Date: None Set

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

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

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

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

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

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

- 13 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
14 States District Court, Central District of California, Honorable Gary Klausner,
15 presiding¹.
- 16 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
17 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 18 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
19 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 20 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
21 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 22 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
23 United States District Court, Central District of California, Honorable Percy
24 Anderson, presiding.

25
26
27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States 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. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
24 States District Court, Central District of California, Honorable Margaret Morrow,
25 presiding.

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

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

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

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

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
5 States District Court, Southern District of California, Honorable John A. Houston,
6 presiding.
- 7 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
14 States District Court, Northern District of California.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
17 presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
25 Court, Northern District of California, Honorable Richard Seeborg, presiding.

26 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
27 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
28 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of

1 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
2 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
3 (65) wage and hour class actions filed in State courts throughout California, with several of them having
4 been removed to Federal courts. I believe that my professional experience renders me more than qualified
5 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
6 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
7 hour cases throughout my career involving similar claims, including the wage and hour class actions
8 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
9 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
10 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
11 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
12 involved in wage and hour class action litigation.

13 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
14 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
15 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
16 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
17 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster
18 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
19 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
20 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
21 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
22 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
23 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
24 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
25 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
26 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
27 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
28 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley

1 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
2 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
3 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
4 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
5 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
6 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
7 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
8 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
9 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
10 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
11 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
12 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
13 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
14 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
15 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
16 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
17 Honorable Judge Philip S. Gutierrez presiding.

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

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

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

25 Executed on March 23, 2023, at El Segundo, California.

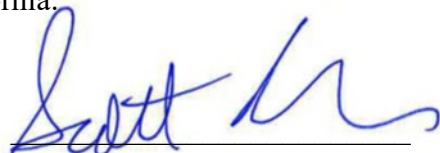
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27
28 
Scott M. Lidman

EXHIBIT 3

EXHIBIT 3

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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 the Hon. Joseph T.
Ortiz, Dept. S-17]*

**DECLARATION OF MILAN MOORE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
Trial Date: None Set

1 I, MILAN MOORE, declare as follows:

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

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

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

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

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

13 5. The declaration of my co-counsel, Elizabeth Nguyen filed concurrently herewith, sets
14 forth the of the work completed in this case by attorneys in our co-counsel's firm and/or other attorneys
15 in my firm.

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

18 Executed on March 23, 2023, at El Segundo, California.

19
20 
21 Milan Moore

EXHIBIT 4

EXHIBIT 4

LIDMAN LAW, APC

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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 the Hon. Joseph T.
Ortiz, Dept. S-17]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
Trial Date: None Set

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 named
3 Plaintiff Angel Medina (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter.
4 I am 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 competently
6 to them if called upon to do so.

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

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

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

1 the likelihood of prevailing at class certification and potential damages resulting from such claims;
2 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiff
3 and putative class members; deposing retained expert witnesses; and defending the depositions of
4 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception of
5 a matter through and beyond class certification. I also supervised the work of several junior attorneys
6 who were 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 its Los
9 Angeles office, where I began working in July 2011. During my employment at Morgan, Lewis &
10 Bockius LLP, I worked exclusively on the defense of wage and hour class and collective actions. For
11 the vast majority of these cases, I was the only associate staffed on the matter, and I performed the
12 same job duties as described in the immediately preceding paragraph. In addition to working on wage
13 and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid” actions
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well as
15 California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since February
18 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent (90%) of my
19 practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
20 responsible for prosecuting over thirty (30) wage and hour class actions filed in both State and Federal
21 courts throughout California. Below are some of the matters in which I have been appointed as Class
22 Counsel, all of which have been granted final approval: *Hilberger v. Eisenhower Medical Center*, Case
23 No. INC1204915, California Superior Court, County of Riverside, Honorable Judge John G. Evans,
24 presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2012 and 2013);
25 *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049, California Superior Court, County
26 of San Luis Obispo, Honorable Judge Martin J. Tangeman, presiding, (in which I was approved for an
27 hourly rate of \$425 for work performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No.
28

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 hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States

1 District Court, Northern District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding
2 (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v.*
3 *College Hospital*, Case No. BC487206, California Superior Court, County of Los Angeles, Honorable
4 Judge John Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of \$500 for work
5 performed in 2013, 2014 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905
6 EMC, United States District Court, Northern District of California, Honorable Edward M. Chen,
7 presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015);
8 *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District
9 of California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly rate
10 of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-
11 cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis
12 J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014
13 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California
14 Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman, presiding (in which I was
15 approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez v. Res-*
16 *Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John
17 S. Wiley, presiding (in which I was approved for an hourly rate of \$550for work performed in 2013,
18 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
19 States District Court, Central District of California, Honorable Judge John F. Walter, presiding (in
20 which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera*
21 *Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County
22 of San Luis Obispo, Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly
23 rate of \$550 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health*
24 *Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge
25 Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in
26 2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court,
27 County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an
28

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:

- 1 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
3 (certifying a class of employees who were misclassified as independent contractors);
- 4 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States
5 District Court, Central District of California, Honorable Judge Beverly Reid O'Connell,
6 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
8 Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a
9 rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- 10 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
11 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
12 certifying an unpaid FLSA overtime wage class);
- 13 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
14 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
15 (conditionally certifying an unpaid FLSA overtime wage class);
- 16 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
17 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
18 (certifying unpaid overtime wage class and waiting time penalty class); and
- 19 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
20 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
21 classes of employees for rest period violations, wage statement violations, meal period
22 violations, and overtime and double-time violations);
- 23 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States
24 District Court, Southern District of California, Honorable William Q. Hayes presiding
25 (certifying six classes of employees for unpaid wages, meal period violations, wage statement
26 violations, and waiting time penalties); and

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

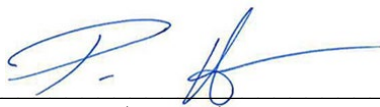
8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California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

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

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

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

Executed on March 23, 2023, at El Segundo, California.



Paul K. Haines

EXHIBIT 5

EXHIBIT 5

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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: April 17, 2023

Time: 1:30 p.m.

Dept.: S-17

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
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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 6

EXHIBIT 6

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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 the Hon. Joseph
T. Ortiz, Dept. S-17]*

**DECLARATION OF KEVIN LEE ON
BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS WITH RESPECT TO
OPT OUTS AND OBJECTIONS
RECEIVED**

Date: April 17, 2023
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 23, 2020
Trial Date: None Set

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I, KEVIN LEE, declare as follows:

1. I am employed by Phoenix Settlement Administrators (“PSA”), the court appointed class action settlement administrator, as Case Manager for *Angel Medina v. National Paving Company, Inc.* and have personal knowledge of the facts set forth in this Declaration, and if called as a witness, could and would testify competently thereto.

2. PSA has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. PSA specializes in pre-settlement consultation, data management, legal notification, call center support, settlement processing and tax reporting.

3. PSA was selected by the Parties and approved by the Court to provide notice of the settlement and processing services in this action. In this capacity, PSA was charged with: a) preparing, translating, printing and providing to Settlement Class members the *Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award*, hereinafter referred to as “Notice Packet”; b) processing undeliverable mail and locating updated addresses for Settlement Class members; c) establishing a toll-free number to assist and address any questions from members of the settlement class; d) receiving and reporting any Requests for Exclusion and Objections submitted by Settlement Class members; e) administering disputes by Settlement Class members; f) providing weekly reports to the Parties; g) establishing and administering a qualified settlement fund to disburse all settlement payments; h) calculating Individual Settlement Payments for each Settlement Class member; i) issuing and distributing Class Counsel’s fees and costs, the Named Plaintiff’s Service Award, the LWDA payment and Settlement Payments to Settlement Class members; j) calculating and remitting all amounts due to the appropriate federal, state, and local tax authorities; k) receiving and reviewing other communications about the Settlement; l) filing any required reports with the Court; and m) performing any additional tasks requested by the Parties.

1 4. PSA received the Court-approved text for the Notice Packet from Plaintiff's
2 Counsel on December 8, 2022.

3 5. PSA prepared a draft of the mailing to the Settlement Class members. The mailing
4 consisted of a five (5) page Notice Packet in English and six (6) page Notice Packet in Spanish.
5 Attached hereto as **Exhibit A** is a true and correct copy of the Notice Packet that was mailed to
6 Settlement Class members. PSA received approval from the Parties and a sufficient number of
7 each were printed according to the anticipated class size.

8 6. On December 28, 2022, PSA received data files from Defense Counsel containing
9 the names, last known addresses, phone numbers, social security numbers, the number of
10 workweeks worked (or information allowing the Settlement Administrator to calculate same) as
11 a non-exempt employee by each Settlement Class member while employed during the Class
12 Period and PAGA Period. PSA reviewed the data provided by Defense Counsel, determined there
13 were seven thousand nine hundred eighty-seven (7,987) workweeks worked during the Class
14 Period, and therefore the Class Period ended on the date that the Court granted preliminary
15 approval.

16 7. On January 11, 2023, PSA conducted a National Change of Address ("NCOA")
17 search in an attempt to update the class list of addresses as accurately as possible, for all
18 Settlement Class members. A search of this database provided updated addresses for any
19 individual who had moved in the previous four (4) years and notified the U.S. Postal Service of
20 their change of address.

21 8. The Notice Packets were enclosed in envelopes with the names and last known
22 addresses printed on them. On January 11, 2023, the Notice Packets were mailed by U.S. first
23 class mail to four hundred and thirty-one (431) Settlement Class members. The deadline to submit
24 disputes, requests for exclusion or objections was March 13, 2023.

25 9. As of the date of this declaration, eleven (11) of Notice Packets were returned to
26 our office by the Post Office, none of which had a forwarding address. PSA performed a Skip
27 Trace on all returned mail with no forwarding address in an attempt to locate a better address
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using TransUnion TLOxp, one of the most comprehensive databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

10. As of the date of this declaration, none of the Settlement Class members contacted Phoenix requesting another Notice Packet to be mailed to them.

11. As of the date of this declaration, eight (8) Notice Packets were re-mailed during the response period as a result of locating a better address after Skip Trace.

12. As of the date of this declaration, there are three (3) undeliverable Notice Packets as no forwarding address was provided and no new address was obtained through skip trace.

13. As of the date of this declaration, PSA has received zero (0) requests for exclusion. Therefore, as of the date of this declaration, the participation rate amongst the Settlement Class members is 100%.

14. As of the date of this declaration, there are no outstanding disputes. Nor were any disputes submitted from Settlement Class members.

15. As of the date of this declaration, PSA has not received any objections to the Settlement.

16. Pursuant to the terms of the Settlement Agreement, Settlement Class members will receive a portion of the Net Settlement Amount based on the number of workweeks Settlement Class members were employed during the Class Period. As of the date of this declaration, the estimated Net Settlement Amount available to the Settlement Class members is as follows:

Gross Settlement Amount ("GSA"):	\$150,000.00
Minus Court-approved attorneys' fees (1/3 of GSA):	\$50,000.00
Minus Court-approved, verified costs:	\$15,295.69
Minus Court-approved Class Representative Service Award:	\$5,000.00
Minus Settlement Administration Costs:	\$5,950.00
Minus PAGA Payment:	\$10,000.00
Net Settlement Amount ("NSA"):	\$63,754.31

17. Additionally, \$2,500 of the Gross Settlement Amount has been designated as the “PAGA Amount” which shall be distributed to the Settlement Class members who worked during the time period of March 19, 2020 through December 8, 2022. There are three thousand eight hundred ninety-three (3,893) workweeks worked during the time period March 19, 2020 through December 8, 2022 by one hundred fifty (150) PAGA Employees and the average PAGA Payment to these individuals is \$16.66.

18. Pursuant to the terms of the Settlement Agreement, Defendant will pay the employer's share of payroll taxes separately from, and in addition to the Gross Settlement Amount.

19. As of the date of this declaration, the estimated average settlement payment to each Settlement Class member is \$275.99. The estimated median settlement payment to Settlement Class members is \$79.82. The lowest estimated settlement payment is \$7.98, and the highest estimated settlement payment is \$2,386.70, without applicable taxes, withholdings, and employee garnishments.

20. PSA will charge a total of \$5,950.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct.

Executed on March 17, 2023 at Orange, California.


Kevin Lee

Exhibit A

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 December 8, 2022. 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 December 8, 2022 (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 December 8, 2022. 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 December 8, 2022, 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 December 8, 2022. 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 \$63,550.00, to be shared among an estimated two hundred thirty-one (231) 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 December 8, 2022 (“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 October, 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 October, 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 March 13, 2023. **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 March 13, 2023, 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 Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. 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 March 13, 2023.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for April 17, 2023, at 1:30 p.m. in Department S17 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 March 13, 2023. 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 as 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 April 17, 2023, at 1:30 p.m. in Department S17 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 <https://www.phoenixclassaction.com/medina-v-national-paving-company/>.

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 <https://www.phoenixclassaction.com/medina-v-national-paving-company/>

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 March 13, 2023. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON DECEMBER 8, 2022

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN BERNARDINO

ANGEL MEDINA, como individuo y en nombre de todos los demás en situación similar.

Demandante,

vs.

NATIONAL PAVING COMPANY, INC. , una corporación de California; y Asociados, inclusive

Demandados.

Caso No. CIVSB2108801

**AVISO DE PENDENCIA DE CLASE
ACCIÓN Y PROPUESTA DE ACUERDO**

A: Todos los empleados actuales y anteriores no exentos, por hora, de la Demandada National Paving Company, Inc. ("Demandada" o "National Paving") que trabajaron en California en cualquier momento entre el 19 de marzo de 2017 y el 8 de diciembre de 2022. Colectivamente, se hará referencia a estos empleados como "Miembros de la Clase del Acuerdo".

**LEA ATENTAMENTE ESTE AVISO
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO**

¿Por qué debe leer este aviso?

El Tribunal ha concedido la aprobación preliminar de una propuesta de acuerdo de demanda colectiva (el "Acuerdo") en el caso *Angel Medina, como individuo y en nombre de todos los demás en situación similar contra National Paving Company, Inc. una corporación de California; y DOES 1 a 100, inclusive*, Caso N° CIVSB2108801 (la "Demanda"). Dado que sus derechos pueden verse afectados por el Acuerdo, es importante que lea detenidamente esta notificación.

Usted puede tener derecho a recibir dinero de este Acuerdo. Los registros de National Paving muestran que usted estuvo empleado en National Paving como empleado por hora, no exento, en California entre el 19 de marzo de 2017 y el 8 de diciembre de 2022 (el "Período de la Clase"). El Tribunal ordenó que se le envíe este Aviso porque usted puede tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción del Juicio, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicarle qué pasos puede dar para participar en el Acuerdo, oponerse a él o excluirse del mismo. Si no se excluye del Acuerdo y el Tribunal aprueba finalmente el Acuerdo, quedará obligado por los términos del Acuerdo y por cualquier sentencia definitiva.

¿De qué trata este caso?

El Demandante Ángel Medina ("Demandante") presentó esta Demanda contra National Paving, buscando hacer valer reclamaciones en nombre de una clase de empleados actuales y anteriores no exentos, por hora, que trabajaron para National Paving en California en cualquier momento entre el 19 de marzo de 2017 y el 8 de diciembre de 2022. El Demandante es conocido como el "Representante de la Clase", y sus abogados, que también representan los intereses de todos los Miembros de la Clase del Acuerdo, son conocidos como los "Abogados de la Clase".

La Demanda alega que National Paving no pagó a los Miembros del Grupo del Acuerdo todos los salarios mínimos y por horas extras, no proporcionó a los Miembros del Grupo del Acuerdo todos los períodos de comida y descanso requeridos, no reembolsó los gastos comerciales necesarios, no proporcionó a los Miembros del Grupo del Acuerdo declaraciones salariales detalladas en cumplimiento de la ley de California, y no pagó todos los salarios adeudados al ser despedidos. Como resultado de las supuestas violaciones anteriores, el Demandante también alega que National Paving incurrió en prácticas comerciales desleales y es responsable de sanciones civiles en virtud de la Ley del Fiscal General Privado del Código Laboral.

National Paving niega haber hecho nada malo. National Paving niega además que adeude a los Miembros del Grupo del Acuerdo salarios, restituciones, sanciones u otros daños. En consecuencia, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte de National Paving, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, National Paving ha llegado a la conclusión de que lo mejor para sus intereses y los intereses de los Miembros de la Clase del Acuerdo es llegar a un acuerdo sobre la Demanda en los términos resumidos en esta Notificación. Después de que National Paving proporcionara la información pertinente a los Abogados del Grupo, se llegó al Acuerdo tras una mediación y negociaciones en condiciones de igualdad entre las partes.

El Representante del Grupo y el Asesor del Grupo apoyan el Acuerdo. Entre las razones para el apoyo se encuentran las defensas a la responsabilidad potencialmente disponibles para National Paving, el riesgo de denegación de la certificación del grupo, los riesgos inherentes de un juicio sobre el fondo y los retrasos e incertidumbres asociados con el litigio.

Si aún es empleado de National Paving, su decisión acerca de participar o no en el Acuerdo no afectará su empleo. La ley de California y las políticas de National Paving prohíben estrictamente las represalias ilegales. National Paving no tomará ninguna medida laboral adversa contra ningún Miembro de la Clase del Acuerdo, ni tomará represalias o discriminará de ningún otro modo contra él, debido a su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados del demandante / miembros del grupo de demandantes: 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	Abogados de 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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¿Cuáles son las condiciones del Acuerdo?

El 8 de diciembre de 2022, el Tribunal certificó preliminarmente una clase, únicamente a efectos del Acuerdo, de todos los empleados actuales y anteriores no exentos, por hora, que trabajaron para National Paving en California en cualquier momento entre el 19 de marzo de 2017 y el 8 de diciembre de 2022. Los Miembros de la Clase del Acuerdo que no opten por excluirse del Acuerdo de conformidad con los procedimientos establecidos en este Aviso quedarán obligados por el Acuerdo y liberarán sus reclamaciones contra National Paving según se describe a continuación.

National Paving ha acordado pagar \$15,000 (el "Monto Bruto del Acuerdo") para resolver en su totalidad todas las reclamaciones de la Demanda, lo que incluye los pagos a los Miembros del Grupo del Acuerdo, los honorarios y gastos de los abogados, el pago de las sanciones civiles PAGA, los costos de administración del acuerdo y la Compensación por Servicios del Representante del Grupo. La parte de National Paving de los impuestos sobre la nómina asociados con cualquier pago salarial a los Miembros del Grupo del Acuerdo será pagada por National Paving separadamente de, y además de, el Monto Bruto del Acuerdo.

Las partes solicitarán las siguientes deducciones del Importe Bruto de Liquidación:

Costes de Administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como el "Administrador del Acuerdo", quien le está enviando este Aviso y realizará muchas otras tareas relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$5,950.00 del Importe Bruto del Acuerdo para pagar los costes de administración del Acuerdo.

Honorarios y gastos de los abogados. Los Abogados del Grupo han estado tramitando la Demanda en nombre de los Miembros del Grupo del Acuerdo sobre la base de honorarios condicionales (es decir, sin que hasta la fecha se les haya pagado dinero alguno) y han estado pagando todos los costes y gastos del litigio. El Tribunal determinará la cantidad real concedida a los Abogados del Grupo en concepto de honorarios de abogados, que se abonará con cargo al Importe Bruto del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Abogado de la Clase. Los Abogados del grupo solicitarán unos honorarios de hasta un tercio del Importe bruto del acuerdo, que actualmente se estima en \$50,000.00, como compensación razonable por el trabajo que los Abogados del grupo han realizado y seguirán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados del Grupo también solicitarán el reembolso de una cantidad no superior a \$18,000.00 por los costes verificados en los que incurrieron los Abogados del Grupo en relación con la Demanda.

Adjudicación de servicios al Representante del grupo de la demanda colectiva. Los Abogados del Grupo solicitarán al Tribunal que conceda al Representante del Grupo una compensación por servicios por un importe no superior a \$5,000.00, para compensarle por sus servicios y el trabajo extra prestado en nombre de los Miembros del Grupo del Acuerdo.

Sanciones Civiles PAGA. Los Abogados de la Clase solicitarán al Tribunal que apruebe un pago por la cantidad total de \$10,000.00 como y por supuestas penalidades civiles, pagaderas de conformidad con la Ley del Abogado General Privado del Código Laboral de California ("PAGA", por sus siglas en inglés). Según el Código Laboral § 2699(i), el setenta y cinco por ciento (75%) de dichas sanciones, o Siete Mil Quinientos Dólares con Cero Centavos (\$7,500.00) serán pagaderos a la Agencia de Desarrollo Laboral y Fuerza de Trabajo ("LWDA", por sus siglas en inglés), y el veinticinco por ciento (25%) restante, o Dos Mil Quinientos Dólares con Cero Centavos (\$2,500.00), serán pagaderos a ciertos miembros de la Clase del Acuerdo como el "Monto PAGA", según se describe a continuación.

Cálculo de la Compensación Individual de los Miembros del Grupo del Acuerdo. Tras deducir los importes aprobados por el Tribunal indicados anteriormente, el saldo del Importe bruto del acuerdo formará el Importe neto del acuerdo ("NSA"), que se distribuirá entre todos los Miembros del grupo del acuerdo que no presenten una Solicitud de exclusión válida y oportuna (descrita a continuación). El NSA se estima actualmente en aproximadamente \$63,550.00, que se repartirá entre unos doscientos treinta y uno (231) Miembros del grupo del acuerdo. La NSA se dividirá de la siguiente manera:

- i. El Monto Neto del Acuerdo, sin incluir el Monto PAGA pagadero a los Miembros de la Clase del Acuerdo según se describe anteriormente, se asignará a los Miembros de la Clase del Acuerdo que trabajaron durante el Período de la Clase, de la siguiente manera: cada Miembro de la Clase del Acuerdo participante recibirá una parte proporcional del acuerdo basada en el número de semanas de trabajo trabajadas durante el Período de la Clase, cuyo numerador es el total de semanas de trabajo del Miembro de la Clase del Acuerdo trabajadas durante el Período de la Clase, y cuyo denominador es el total de semanas de trabajo trabajadas por todos los Miembros de la Clase del Acuerdo que trabajaron durante el Período de la Clase.
- ii. Además, Dos Mil Quinientos Dólares y Cero Centavos (\$2,500.00) del Monto Bruto del Acuerdo ha sido designado como el "Monto PAGA". Todos los Empleados Agraviados recibirán una porción del Monto PAGA. "Empleados Agraviados" incluye a todos los empleados actuales y anteriores no exentos, por hora, del Demandado que trabajaron en California (incluyendo a aquellos que presentaron una Solicitud de Exclusión) en cualquier momento entre el 19 de marzo de 2017 y el 8 de diciembre de 2022 ("Período PAGA"). Un Empleado Agraviado recibirá una parte de la Cantidad PAGA proporcional al número de Semanas Laborales que haya trabajado durante el Periodo PAGA, y que se calculará multiplicando la Cantidad PAGA por una fracción, cuyo numerador es el número de Semanas Laborales del Empleado PAGA trabajadas durante el Periodo PAGA, y cuyo denominador es el número total de Semanas Laborales trabajadas por todos los Empleados PAGA durante el Periodo PAGA.

Pagos a los Miembros del Grupo del Acuerdo. Si el Tribunal concede la aprobación definitiva del Acuerdo, las Adjudicaciones Individuales del Acuerdo se enviarán por correo a todos los Miembros del Grupo del Acuerdo que no hayan presentado una Solicitud de Exclusión válida y oportuna.

Si usted es un Empleado Agraviado y presenta una Solicitud de Exclusión, seguirá recibiendo una parte proporcional del Importe PAGA independientemente de si se excluye o no del Acuerdo.

Cada miembro de la Clase del Acuerdo que reciba una Adjudicación del Acuerdo debe cobrar el cheque en un plazo de 180 días a partir de la fecha en que el Administrador del Acuerdo lo envíe por correo. Todos los fondos pagaderos a los miembros de la Clase del Acuerdo cuyos cheques no hayan sido cobrados dentro de los 180 días posteriores al envío serán transferidos al Fondo de Propiedad No Reclamada de la Secretaría de Estado de California en virtud de las leyes de propiedad no reclamada a nombre del miembro de la Clase del Acuerdo.

Plan de Pago por parte de National Paving del Monto Bruto de la Liquidación. El Monto Bruto del Acuerdo será depositado por National Paving ante el Administrador del Acuerdo en una cuenta establecida por ella, según el siguiente cronograma: i) National Paving depositará el primer monto de pago de \$37,500.00 dentro de los 10 días calendario a partir de la fecha en que el Tribunal dicte la Sentencia/Orden de Aprobación Definitiva, seguido de tres pagos más de \$37,500 cada uno, comenzando seis meses después de que se dicte la Sentencia/Orden de Aprobación Definitiva y cada seis meses a partir de entonces hasta que el Monto Bruto del Acuerdo esté totalmente financiado. Basándose en este plan de pagos, se espera que el Importe Bruto del Acuerdo esté pagado en su totalidad aproximadamente a octubre de 2024.

La "Fecha de entrada en vigor" se define como la última de las siguientes: (a) la aprobación definitiva del acuerdo por parte del Tribunal si no se han presentado objeciones por o en nombre de los Miembros del Grupo; (b) la expiración del plazo para apelar si se ha presentado una objeción y no se ha presentado o retirado ninguna apelación; o (c) la resolución definitiva de cualquier apelación que se haya presentado.

Dentro de los diez (10) días naturales siguientes al depósito por parte de National Paving del último y definitivo pago a cuenta del Importe Bruto del Acuerdo, el Administrador del Acuerdo calculará los importes de las Adjudicaciones Individuales del Acuerdo y proporcionará los mismos a los abogados de las Partes para su revisión y aprobación. En un plazo de siete (7) días naturales a partir de la aprobación de los abogados de las Partes, el Administrador del Acuerdo preparará y enviará por correo las Adjudicaciones Individuales del Acuerdo, menos los impuestos y retenciones aplicables, a los Miembros del Grupo del Acuerdo participantes. En este momento, se espera que las Adjudicaciones Individuales del Acuerdo se envíen por correo a octubre de 2024.

Asignación e Impuestos. A efectos fiscales, cada Adjudicación Individual del Acuerdo se asignará de la siguiente manera: un veinte por ciento (20%) como salario y declarado mediante un Formulario W-2 del IRS; y un ochenta por ciento (80%) como sanciones e intereses declarados en un Formulario 1099 del IRS. El Administrador del Acuerdo será responsable de emitir los Formularios W-2 del IRS y los Formularios 1099 del IRS a los Miembros del Grupo del Acuerdo participantes. La Adjudicación Individual del Acuerdo para un Empleado Agraviado que presente una Solicitud de Exclusión se asignará como el 100% de las multas y se informará en un Formulario 1099 del IRS. Los Miembros de la Clase del Acuerdo son responsables del tratamiento adecuado del impuesto sobre la renta de las Adjudicaciones Individuales del Acuerdo. El Administrador del Acuerdo, National Paving y sus abogados, y los Abogados del Grupo no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros del Grupo del Acuerdo deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Liberación. Si el Tribunal aprueba el Acuerdo, el Grupo del Acuerdo, y cada Miembro del Grupo del Acuerdo que no haya presentado una Solicitud de Exclusión oportuna y válida, liberarán y exonerarán completamente y para siempre a National Paving, y a todos sus funcionarios, directores, accionistas, gerentes, empleados, agentes, mandantes, herederos, representantes, contadores, auditores, consultores pasados y presentes, y sus respectivos sucesores y predecesores en interés, subsidiarias, filiales, matrices y abogados (colectivamente las "Partes Exoneradas"), de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción que se alegaron o podrían haberse alegado basándose en las alegaciones de hecho de cualquiera de las Demandas en la Acción que surgieron durante el Periodo de la Clase con respecto a las siguientes reclamaciones (a) falta de pago de todos los salarios por horas extraordinarias adeudados; (b) falta de pago de todos los salarios mínimos adeudados; (c) falta de periodos de comida, o de pago de primas por periodos de comida no conformes; (d) falta de autorización y permiso de periodos de descanso, o de pago de primas por periodos de descanso no conformes; (e) falta de reembolso de los gastos empresariales necesarios; (f) falta de emisión de declaraciones salariales precisas y desglosadas; (g) la falta de pago de todos los salarios tras el despido; (h) todas las reclamaciones por prácticas comerciales desleales en virtud del Código de Negocios y Profesiones, sección 17200, et seq, que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente; e (i) infracciones de las secciones 201, 202, 203, 204, 210, 218.5, 218.6, 226 y siguientes, 226.3, 226.7, 510, 512, 516, 558, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802 y 2698 y siguientes y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluyendo, pero sin limitarse a, la Orden Salarial No. 16 de la IWC y las reclamaciones bajo la sección 1021.5 del Código de Procedimiento Civil, las secciones 3287 y 3289 del Código Civil que pudieran haberse solicitado con base en las causas de acción o teorías legales descritas anteriormente (colectivamente, las "Reclamaciones Liberadas").

El período de tiempo de las Reclamaciones Exoneradas será el mismo que el del Período de la Demanda Colectiva.

Liberación PAGA por parte de los Empleados Agraviados. Si el Tribunal aprueba el Acuerdo, todos los Empleados Agraviados (incluidos aquellos que presenten una Solicitud de Exclusión) liberarán y eximirán a las Partes Exoneradas de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción en virtud de la Ley de Abogados Generales Privados de California (California Labor Code Private Attorneys General Act of 2004), tal como se afirma en la demanda operativa que surgió durante el Período PAGA basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente. El período de exoneración para la reclamación PAGA será el mismo que el Período PAGA. Todos los Empleados Agraviados, independientemente de si han optado por no participar en la Transacción Colectiva según se describe anteriormente, y el Estado de California quedarán obligados por la Exoneración PAGA y liberarán y exonerarán plenamente al Demandado y a todas las Partes Exoneradas de todas las reclamaciones PAGA liberadas tras la aprobación definitiva de la transacción extrajudicial de las Reclamaciones PAGA en esta Demanda. Las Partes acuerdan que no existe ningún derecho legal para que ningún Empleado Agraviado objete, opte por no participar o se excluya de otro modo del Acuerdo. A menos que la ley disponga lo contrario, las Partes acuerdan además que no hay derecho ni oportunidad para que ningún Empleado Agraviado apele la aprobación del Acuerdo PAGA por parte del Tribunal, el Acuerdo no estará sujeto a ataque colateral por parte de ningún Empleado Agraviado, y dicho ataque colateral prohibido incluirá, pero no se limitará a, reclamaciones de que el Empleado Agraviado no recibió, por cualquier razón, a tiempo su Pago del Acuerdo individual (colectivamente, "Reclamación Liberada PAGA"). El periodo de tiempo para la liberación de la Reclamación Liberada PAGA será el mismo periodo de tiempo que el Periodo PAGA.

Los Descargos entrarán en vigor en la fecha en que National Paving financie íntegramente el Monto Bruto de Liquidación y la cuota patronal de impuestos.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal emita una orden en la Audiencia de Aprobación Definitiva o con posterioridad a la misma, aprobando definitivamente el Acuerdo como justo, razonable, adecuado y en el mejor interés del Grupo del Acuerdo, y a que se dicte Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de semanas laborables que haya trabajado durante el Periodo de la Demanda Colectiva (como se ha explicado anteriormente), y como se indica en el Aviso de Adjudicación del Acuerdo adjunto. También quedará obligado por el Acuerdo, incluida la exoneración de las reclamaciones indicada anteriormente.

¿Qué otras opciones tengo?

Información sobre la disputa en el Aviso de Adjudicación Individual. Su Adjudicación se basa en el número proporcional de semanas laborales que usted trabajó durante el Periodo de la Demanda Colectiva. La información contenida en los registros de National Paving con respecto a todos estos factores, junto con su Adjudicación del Acuerdo estimada, se enumeran en el Aviso de Adjudicación del Acuerdo Individual adjunto. Si no está de acuerdo con la información contenida en su Aviso de Adjudicación Individual del Acuerdo, puede presentar una disputa, junto con cualquier documentación justificativa, de acuerdo con los procedimientos establecidos en el Aviso de Adjudicación Individual del Acuerdo. Las impugnaciones, junto con la documentación acreditativa, deberán llevar matasellos no posterior al 13 de marzo de 2023. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DE LA LIQUIDACIÓN NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los Miembros del Grupo del Acuerdo. La decisión del Administrador del Acuerdo con respecto a cualquier disputa será definitiva.

Excluirse del Acuerdo. Si **no desea** participar en el Acuerdo, puede excluirse enviando al Administrador del Acuerdo una carta o tarjeta escrita de "Solicitud de exclusión del Acuerdo de Demanda Colectiva" con matasellos no posterior al 13 de marzo de 2023, con su nombre, dirección, número de teléfono, cuatro últimos dígitos de su número de la seguridad social y su firma. La Solicitud de Exclusión deberá contener las siguientes palabras

"DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN EL JUICIO MEDINA CONTRA NATIONAL PAVING. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO DE LA DEMANDA COLECTIVA DE ESTE JUICIO".

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Cualquier persona que presente a tiempo una Solicitud de Exclusión del Acuerdo, una vez recibida por el Administrador del Acuerdo, dejará de ser Miembro del Grupo del Acuerdo, se le prohibirá participar en cualquier parte del Acuerdo y no recibirá ningún beneficio del Acuerdo. **No presente a la vez una Impugnación y una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en la Clase del Acuerdo y quedará obligado por los términos del Acuerdo.

Si estuvo empleado por National Paving en algún momento desde el 19 de marzo de 2020, aún recibirá una parte del Importe PAGA si presenta una Solicitud de Exclusión.

Objetar el Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea objetar al Acuerdo, o a cualquier parte del mismo, puede enviar por correo una objeción por escrito al Administrador del Acuerdo. Su objeción por escrito debe incluir su nombre, dirección, así como la información de contacto de cualquier abogado que le represente en relación con su objeción, el nombre y número del caso, cada motivo específico de su objeción y cualquier prueba legal o fáctica que pueda tener en apoyo de su objeción. Las objeciones por escrito deberán llevar matasellos del 13 de marzo de 2023 o anterior.

Si decide oponerse al Acuerdo, también puede comparecer en la Audiencia de Aprobación Definitiva programada para el 17 de abril de 2023 a las 13:30 horas en el Departamento S17 del Tribunal Superior del Condado de San Bernardino, situado en 247 West Third Street, San Bernardino, California 92415. Usted tiene derecho a comparecer a distancia, en persona o a través de su propio abogado en esta audiencia. Cualquier abogado que pretenda representar a un individuo que se oponga al Acuerdo debe presentar una notificación de comparecencia ante el Tribunal y notificar al abogado de todas las partes el 13 de marzo de 2023 o antes. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso (*Angel Medina v. National Paving, Inc.* , Caso No. CIVSB2108801 del Tribunal Superior del Condado de San Bernardino).

Cualquier Miembro de la Clase del Acuerdo que elija comparecer personalmente ante el Tribunal por cualquier motivo relacionado con esta Demanda debe cumplir con los requisitos de distanciamiento social y cobertura facial obligatoria del Tribunal, así como con otras órdenes relacionadas con el COVID-19. Todas estas normas y órdenes pueden encontrarse en el sitio web del Tribunal: <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans>

Para más información sobre cómo comparecer a distancia en la Audiencia de Aprobación Definitiva, visite la página web del Tribunal: <https://www.sb-court.org/general-information/remote-access>.

Si usted se opone al Acuerdo, seguirá siendo miembro de la Clase del Acuerdo, y si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo del mismo modo que los Miembros de la Clase del Acuerdo que no se opongan.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el 17 de abril de 2023 a la 1:30 p.m., en el Departamento S17 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415. También se pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados del grupo de demandantes de honorarios de abogados y reembolso de costes y gastos documentados y la Adjudicación de servicios al Representante del grupo de demandantes. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a los Miembros del Grupo del Acuerdo. **Usted *no está* obligado a asistir a la Audiencia de Aprobación Definitiva, aunque cualquier Miembro del Grupo del Acuerdo es bienvenido a asistir a la audiencia.**

La sentencia definitiva del Tribunal se publicará en el sitio web del Administrador del Acuerdo <https://www.phoenixclassaction.com/medina-v-national-paving-company/>.

¿Cómo puedo obtener información adicional?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, puede inspeccionar los archivos del Tribunal y el Acuerdo de Conciliación en la Oficina del Secretario del Tribunal Superior del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, California 92415. Debido a COVID-19, por favor visite el sitio web del Tribunal en <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans> para obtener información sobre cómo acceder al Tribunal y las horas de servicio modificadas debido a COVID. También puede ponerse en contacto con los Abogados de la Demanda Colectiva utilizando la información de contacto indicada anteriormente para obtener más información.

La información sobre el Acuerdo se publicará en el sitio web del Administrador del Acuerdo <https://www.phoenixclassaction.com/medina-v-national-paving-company/>.

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

RECORDATORIO EN CUANTO A LOS PLAZOS

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es el 13 de marzo de 2023. Estos plazos se cumplirán estrictamente.

POR ORDEN DEL TRIBUNAL DICTADA EL 8 DE DICIEMBRE DE 2022

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

«PSA_ID»

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

Please complete, sign, date and return this form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **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 «Class_Weeks» workweeks during the time period between March 19, 2017 and December 8, 2022
- (b) You were employed by National Paving and worked a total of «PAGA_Weeks» workweeks during the time period between March 19, 2020 and December 8, 2022.

Based on the above, your Individual Settlement Award is estimated to be «Total_Amount».

(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 MARCH 13, 2023.

NOTIFICACIÓN DE LA ADJUDICACIÓN INDIVIDUAL DEL ACUERDO*ANGELA MEDINA CONTRA NATIONAL PAVING, INC.*

TRIBUNAL SUPERIOR DEL CONDADO DE SAN BERNARDINO CASO N°. CIVSB2108801

Sírvase completar, firmar, fechar y devolver este formulario a Phoenix Settlement Administrators , P.O. Box 7208, Orange, CA 92863 **SÓLO SI** (1) su información personal de contacto ha cambiado, y/o (2) desea impugnar cualquiera de los puntos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

(I) Por favor, escriba su nombre a máquina o con letra de imprenta:

 (Nombre, Medio, Apellido)
(II) Escriba a máquina o con letra de imprenta los siguientes datos identificativos si su información de contacto ha cambiado:

 Nombres anteriores (si los hay)

 Nueva dirección

 Ciudad

 Estado

 Código postal
(III) Información utilizada para calcular su indemnización individual:

Según los registros de National Paving Company, Inc. ("National Paving"):

- (a) Usted estuvo empleado por National Paving y trabajó un total de «Class_Weeks» semanas laborales durante el periodo de tiempo comprendido entre el 19 de marzo de 2017 y el 8 de diciembre de 2022
- (b) Usted estuvo empleado por National Paving y trabajó un total de «PAGA_Weeks» semanas laborales durante el periodo comprendido entre el 19 de marzo de 2020 y el 8 de diciembre de 2022.

En base a lo anterior, se estima que su Adjudicación de Acuerdo Individual es de «Total_Amount».

(IV) Si no está de acuerdo con los puntos (a) - (b) de la sección (III) anterior, explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación justificativa con este formulario:

Si usted disputa la información anterior de los registros de National Paving, los registros de National Paving prevalecerán a menos que usted pueda proveer documentación que establezca que los registros de National Paving están equivocados. Si existe una disputa sobre si la información de National Paving o la suya es exacta, y la disputa no puede ser resuelta informalmente, la disputa será resuelta por las Partes y el Administrador del Acuerdo como se describe en la "Notificación de Pendencia de Demanda Colectiva y Acuerdo Propuesto" que acompaña a este Formulario. Cualquier disputa no resuelta será sometida al Tribunal para una determinación final.

CUALQUIER IMPUGNACIÓN, JUNTO CON LA DOCUMENTACIÓN JUSTIFICATIVA, DEBERÁ LLEVAR MATASELLOS NO POSTERIOR AL 13 DE MARZO DE 2023.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	431
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	431
Subtotal Admin Only	\$8,184.40

TOTAL COSTS	\$5,950.00
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Fixed Fee

March 17, 2023

Case: Medina v. National Paving Company

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	43	\$86.20
NCOA (USPS)	\$0.15	431	\$64.65
Total			\$690.85

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	2	\$210.00
Data Merge & Duplication Scrub	\$0.15	431	\$64.65
Notice Packet & Opt-Out Form	\$1.50	431	\$646.50
Postage (up to 1 oz.)	\$0.80	431	\$344.80
Language Translation	\$0.30	3,261	\$978.30
Total			\$2,244.25

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	\$1.00	11	\$11.00
Remail Notice Packets	\$1.50	8	\$12.00
Postage	\$0.60	8	\$4.80
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$187.80

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	2	\$170.00
Total			\$680.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	1	\$95.00
QSF Fees, Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.00	431	\$431.00
Estimated Postage Checks, W2 and 1099	\$0.50	431	\$215.50
Total			\$1,491.50

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	10	\$15.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	30	\$45.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,890.00

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

Total: \$8,184.40