

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com

Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff ELIA REZKALLA, Individually, and on behalf of other members of the general public similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ELIA REZKALLA, Individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff

v.

CORECIVIC, INC., a Maryland Corporation;
and CORECIVIC OF TENNESSEE, LLC, a
Tennessee Limited Liability Company, and
DOES 1-10, inclusive.

Defendants.

CASE NO. 37-2021-00045841-CU-OE-CTL

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF GOOD
FAITH DETERMINATION OF CLASS
ACTION SETTLEMENT**

Date: March 30, 2023

Time: 1:30 p.m.

Dept: C-72

Judge: Hon. Timothy Taylor

1 I, Eric K. Yaeckel, hereby declare as follows:

- 2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for ELIA REZKALLA,
4 Individually, and on behalf of other members of the general public similarly situated
5 above-captioned matter. I make this declaration in support of Plaintiff's Notice of Unopposed
6 Motion for Conditional Certification of Settlement Class and Preliminary Approval of Good
7 Faith Determination of Class Action Settlement.
- 8 2. I am personally familiar with the facts set forth in this declaration, and if called to testify as a
9 witness I could and would do so.
- 10 3. On October 27, 2021, Rezkalla filed the Complaint in this matter. The original Complaint
11 alleged PAGA only claims, under the California Labor code involving, inter alia, (1) Meal and
12 Rest Period violations; (2) Minimum wage violations; (3) Overtime violations; (4) Wage
13 statement violations; (5) Failure to reimburse business expenses; and (6) Failure to pay wages
14 upon separation.
- 15 4. Plaintiff are filing a First Amended Complaint by a separate stipulation, which added Class
16 Action Claims the parties have now agreed to settle.
- 17 5. The class action claims are based upon the same Labor Code violations alleged in the original
18 pleading.
- 19 6. On November 21, 2021, Plaintiff propounded discovery requests on each of Defendants,
20 including requests for admission, special interrogatories, requests for production of documents,
21 and general and employment form interrogatories. Through these requests, Plaintiff sought,
22 among other information and documents, the identities of putative class members, Defendants'
23 compensation policies, meal and rest period policies, employee handbooks, wage statements,
24 payroll records, time records, job descriptions, and reimbursement policies.
- 25 7. Defendants provided discovery responses, documents, and objections to Plaintiff's requests.
26 After a lengthy meet and confer processes, Defendants produced, *inter alia*, Plaintiff's time
27 and wage records, copies of the relevant employee handbooks, copies of all other relevant
28

1 employee policies, the contents of Plaintiff's employee file, Plaintiff's time records, and
2 itemized wage statements.

3 8. Following substantive discovery, Defendants (through its counsel), reached out to attempt to
4 explore early resolution of this matter. As part of the settlement discussions, Defendants agreed
5 to voluntarily produce and verify thousands of pages of documents. The production included
6 all relevant policies and procedures. It also included large electronic sampling of other class
7 members' time and wage data.

8 9. Plaintiff also requested Defendants provide additional informal discovery so that the parties
9 could experience a meaningful mediation. Defendants provided informal discovery which
10 consisted of, *inter alia*, the number of current and former employees who worked for
11 Defendants during the limitations period, meal and rest period premiums paid, pay periods at
12 issue, a redacted sampling of employee time records and wage statements, as well as
13 confirmation that various policies and agreements were standard as to the class.

14 10. On October 13, 2022, the Parties attended a full day mediation before the experienced "Wage
15 and Hour" mediator, Lisa Klerman. Prior to the mediation, counsel for both parties agreed to
16 the informal exchange of information pertinent to a class-wide settlement. Both parties
17 prepared and exchanged detailed mediation briefs. At the conclusion of mediation, the parties
18 agreed on the key terms of a settlement that would globally resolve all class and representative
19 wage and hour claims asserted in the operative Complaint in this Action. A true and correct
20 copy of the parties final settlement agreement is attached as **Exhibit A**.

21 **Terms of the Agreement**

22 11. The parties agreed to use CAC Services, LLC, as the "Settlement Administrator" for purposes
23 of providing the Notice to Settlement Class Members, issuing payments pursuant to the
24 Agreement, and to administer the claims. CAC's sole business has been the administration of
25 class action settlements and class action notices, an area in which it has extensive experience

26 12. The Agreement provides for an automatic cash payment to the members of the Class. No
27 claims need be submitted. Class Members will be entitled to an average share of approximately
28

\$538.38. I calculated this number by taking the total settlement amount, subtracting all contingent costs as proposed on page one of the memorandum, and dividing by the estimate of 1,051 Class Members. This is an estimate only as the actual share will depend on the amount of pay periods they were employed during the limitations period.

13. A true and correct copy of the parties agreed upon Class Notice is attached as **Exhibit B**.
14. The enhancement awards were decided pursuant to good faith negotiations and is intended to recognize that it was the class representative who initiated the lawsuit, initiated the PAGA claims, provided critical documents and witnesses to his attorneys, and worked with his attorney to propound and prepare written discovery, all in an effort to obtain moneys allegedly owed not only to himself, but to hundreds of other employees.

Claims Analysis and Potential Recovery

15. Our office submits this settlement provides class members with a guaranteed recovery of a large portion of their “potential” damages as set forth below. As set forth above, the “average” recovery (before taxes) will be approximately **\$538.38** per class member.
16. Based on the damage calculations and relevant case law below, my office submits the likely “best case” recovery for an average class member would have been approximately **\$3,882.70.** A “worst case” scenario (in the event of a denial of class certification or a defense verdict) would have been a **zero dollar** recovery.
17. As part of our analysis I also have to consider the fact that Defendants were willing to stipulate to class certification on all claims as a result of the settlement, ensuring a monetary recovery to all participating class members. Accordingly, I believe that warrants a further reduction from any potential maximum recovery.
18. The following estimated damage calculations were completed after review of the sampling of class member time and wage records, and after interviews with Plaintiff, and other class members. The breakdown of the damage and penalties calculation is as follows:
Unpaid Compensation Violations: 450 (number of employee positions) x **3.5** (years at issue in limitations period) x **\$65** (approximate amount of unpaid hours per year) = **\$102,375.00.**

Meal Period Policy Violations: \$36.00 (average hourly rate) x 450 (number of employee positions) x 3.5 (years at issue in limitations period) x 10 (approximate meal period violations, without corresponding penalty, per employee in a year) = **\$567,000.00**

Rest Period Policy Violations: \$36.00 (average hourly rate) x 450 (number of employee positions) x 3.5 (years at issue in limitations period) x 65 (approximate rest period violations per employee in a year) = **\$3,685,500.00.**

Labor Code § 226 Penalties: 450 (approximate employee positions) x 28 (average number of Wage Statements received, per employee, per year) x \$100 (penalty amount) x 2.25 (years in Limitations Period) x .40 (approximate rate of statements showing a violation) = **\$1,134,000.00.**

Labor Code §2802 Penalties: 1,051 (total number of employees) x \$10 (estimated average amount of reimbursement due per employee) = **\$10,510.00.**

Labor Code § 203 Penalties: \$36.00 (average hourly rate) x 7.0 (hours, per day) x 30 (days, per Labor Code section 203) x 344 (number of former employees) = **\$2,600,640.00.**

“PAGA” Violations: 6 (separate Labor Code violations based on the above claims) x 450 (number of employee positions) x \$100 (per violation) x 50 (pay periods based on one year limitations period) = **\$13,500,000.00..** The aggrieved employees are only entitled to s 25% share of this amount, which is **\$3,375,000.00.**

19. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total amount of \$11,475,025.00 available to the class.

Relevant Case Law Supports a Further Reduction on any Recovery

20. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching the maximum damages set forth above. To wit, the majority of the damages above are “derivative” penalties under PAGA, Labor Code § 203 and Labor Code § 226.
21. Please see the analysis of the relevant caselaw cited in the memorandum (pp. 12-13) which allows significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for the same underlying conduct and declines to automatically award §§ 203 and 226 penalties

for meal and rest break violations without a further evidentiary showing.

22. Our office believes a mitigation of the damages and potential PAGA penalties would be warranted here. Defendants immediately stepped up to discuss early resolution. Defendants turned over all relevant evidence without the need for litigation. Also, as in the *Carrington* case (which was handled by this office), there is evidence that Defendant attempted to provide meal and rest periods *in practice*, or provide meal and rest period payments, even where the breaks were missed. Given this, it is likely that any violations by Defendant were not “willful.” Finally, given the defenses raised by Defendant to maintaining this matter as a class or representative action, there was a significant risk that many of the claims would not have even been able to survive to a trial.

23. As to the ex-employee claim pursuant to Labor Code § 203, the parties agree the failure to pay “ex-employees” claim is derivative of the other claims. As Defendants are able to assert a “good faith dispute” for withholding any unpaid wages, it would be difficult to establish any liability for a “willful” failure to pay wages owed.

24. Given my experience, I believe it would be likely that PAGA penalties would be reduced to approximately \$5 a violation (making \$168,750 available to employees), and the Court would decline to impose Labor Code § 203 and Labor Code § 226 penalties (which are purely derivative of other claims).

25. If this happened, the realistic anticipated “best case” judgment following trial would be approximately \$4,534,135. Discounting 10% for contingent costs (enhancement bonus, administration, etc.), the average class member’s share of this recovery would be **\$3,882.70** (\$4,080,721.5 divided by 1,051 class members). Given our office’s analysis, I submit this number is the most likely “best case” recovery per class member. Given all the risks on each claim the estimated \$538.38 average recovery secured via this settlement, is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

Analysis of Risk on Each Potential Claim

26. Each of the primary claims also had risks to obtaining both class certification and liability. If

- 1 Defendant's asserted defenses were successful, the class would not receive anything.
- 2 27. CORE CIVIC asserted proof of these alleged violations would require individualized inquiries,
- 3 which could preclude class certification and make any PAGA claims unmanageable.
- 4 28. Additionally, in light of CORE CIVIC's written meal period policy and the wide variations in
- 5 alleged violations and departments at the prison, Defendants contended there was no uniform
- 6 policy or practice, requiring individualized inquiries that would preclude class certification and
- 7 make any PAGA claims unmanageable.
- 8 29. Plaintiffs also alleged the CORE CIVIC written policies improperly restricted class members
- 9 from leaving the premises during their rest breaks. Defendants pointed out that the policy
- 10 contained no such restriction and argued that witness testimony would demonstrate that in
- 11 practice, no such "leave the premises" restriction was ever enforced. Defendants also
- 12 contended individualized inquiries will abound as to why individual employees may have
- 13 failed to take appropriate meal periods or rest breaks.
- 14 30. CORE CIVIC argued that the failure to list gross and net wages are derivative of other claims
- 15 that may ultimately fail and as a result there is no "knowing and intentional failure" to list
- 16 information, which triggers liability under Labor Code §226(e).
- 17 31. Defendants (as with the underlying meal and rest period claims) maintained individualized
- 18 inquiries would abound as to why breaks were missed and whether meal period premiums
- 19 should have been paid in the first place, requiring individualized inquiries that would preclude
- 20 class certification and make any PAGA claims unmanageable.

21 **Certification of the Proposed Settlement Class is Appropriate**

- 22 32. Here, Defendant's records show that approximately **1,051 class members** worked for the
- 23 company during the limitations period as of January 1, 2023.
- 24 33. Here, for purposes of the Settlement, the parties stipulated the claims of Class Members all
- 25 involve the same questions of law and fact. Namely, all class members were subject to the
- 26 same employment policies and practices of Defendant.
- 27 34. The proposed class representatives has no adverse interests to the class. Plaintiff is paid based
- 28

on the same formula as other class members and has claims substantially the same as all the other Class Members.

35. Additionally, any Class Member who wishes to “opt out” of the Settlement may do so and retain all of their individual rights. Therefore there is no conflict of interest between the Class Representatives and the Class Members. Thus, at least for settlement purposes, we submit the adequacy prong is met.

36. Given that there are approximately 1,051 individuals, it would be preferable to resolve all of the Class Members’ claims by means of a class-wide settlement than to require each Class Member to litigate his or her individual claims.

37. When negotiating the settlement, both sides took into account the strengths and weaknesses of their opponent’s positions as pointed out by mediation Lisa Klerman, the data available to evaluate liability and damages, the lack of data or evidence on certain issues, and the substantial and evolving law applicable to the merits of the claims. The Agreement was only agreed to after extensive arms-length negotiations resulting in a unique compromise that permits all parties to move forward and bring this action to close. Despite a mutual desire to resolve this action, the negotiations remained at all times adversarial.

38. I believe this settlement is in the best interest of the class as it provides (1) a guaranteed favorable result; (2) guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and (3) significant savings in attorneys’ fees and costs, which would have increased had the case progressed through trial and possible appeals.

39. Without entering into the Agreement, there existed a significant chance that Defendants would prevail on the merits of some or all claims and that Class Members would receive nothing. Through the Agreement, participating Class Members receive guaranteed cash, and this action has also been the catalyst for programmatic relief.

40. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being

1 litigated, the parties may be required to hire multiple experts each (as many as 8 total). This
2 would result in not only the production of eight expert reports, but eight depositions as well.
3 And, based on previous discussions between counsel regarding the remaining claims (including
4 the PAGA claims), Plaintiff anticipated at least one motion to compel, a motion for class
5 certification and two dueling motions for summary judgment / adjudication (one from each
6 side).

7 41. Importantly, even after engaging in all of the potential continued and protracted litigation set
8 forth above, the putative class would continue to have no guarantee of success on any of the
9 claims advanced in this case. Thus, the parties and our office believes in good faith that the
10 proposed resolution is a fair, reasonable, and adequate compromise.

11 42. Our office had not filed a Motion for Class Certification at the time settlement was reached.
12 Defendants presented multiple different defenses to certification during mediation and
13 throughout litigation. Even assuming Plaintiffs did obtain class certification of the claims, each
14 claim is subject to substantial risk of a Defense verdict at trial.

15 43. Our office has interviewed at least 12 Class Members in the course of investigating and
16 litigating this matter. We have also reviewed thousands of pages of documents produced by
17 Defendants, Plaintiffs, and Class Members.

18 44. Our office has considerable experience in wage and hour and class action litigation. Trial
19 Attorney, William Sullivan has over 28 years of experience, 27 years of which has been
20 devoted to both prosecuting and defending class action litigation. I have over 11 years of
21 experience all of which have been dedicated primarily to class action and representative action
22 (PAGA) litigation. I am aware counsel for Defendant also has extensive experience handling
23 class action and representative action litigation.

24 45. Based on this experience, and all other relevant factors addressed above, our firm believes the
25 Agreement to represent a fair, adequate and reasonable settlement that is well within the
26 accepted range of recoveries for similar wage and hour class actions. We further believe the
27 Agreement is in the best interests of the Settlement Class Members.
28

1 46. Based on this experience, we also believe the \$50,000 allocation towards the PAGA claims is
2 a fair, reasonable, and adequate allocation, especially given the risks of mitigation identified
3 above.

4 47. Prior to preliminary approval, what can be said of the reaction the class members is limited.
5 However, our office has spoken to some Class Members since the parties reached a proposed
6 settlement agreement, and all were in favor of the settlement.
7

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed this 9th day of February, 2023 at San Diego, California.
10

11 *Eric Yaeckel*

12 ERIC K. YAECKEL
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit *A*

Eric K. Yaeckel [CSB No. 274608]
Yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
Ryan@sullivanlawgroupapc.com
SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760
(619) 702-6761 FAX

PAUL M. GLEASON (SBN: 155569)
TOREY JOSEPH FAVAROTE (SBN: 198521)
GLEASON & FAVAROTE, LLP
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
Email: pgleason@gleasonfavarote.com
Email: tfavarote@gleasonfavarote.com

Attorney for Defendants CCA of Tennessee, LLC
and CoreCivic, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ELIA REZKALLA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CORECIVIC, INC., a Maryland corporation,
CORECIVIC OF TENNESSEE, LLC, A
Tennessee Limited Liability Company, and Does 1
through 10, inclusive,

Defendants.

**Case No. 37-2021-00045841-CU-OE-CTL
CLASS ACTION**

**STIPULATION OF CLASS/PAGA
SETTLEMENT AND RELEASE**

STIPULATION OF CLASS/PAGA SETTLEMENT AND RELEASE

1 This Stipulation of Class Action/PAGA Settlement and Release (“Settlement” or “Settlement
2 Agreement”) is entered into by plaintiff Elia Rezkalla, individually and on behalf of all other similarly
3 situated and/or aggrieved individuals (hereinafter referred to as “Plaintiff”), and Defendants CoreCivic,
4 Inc. and CoreCivic of Tennessee, LLC (Collectively “Defendant”) (collectively with Plaintiff, the
5 “Parties”).

6 **I. DEFINITIONS**

7 The following definitions are applicable to this Settlement Agreement. Definitions contained
8 elsewhere in this Settlement Agreement will also be effective:

9 **A. “Action”**

10 The case entitled *Elia Rezkalla v. CoreCivic of Tennessee, LLC et. al.*, San Diego County
11 Superior Court Case No. 37-2021-00045841-CU-OE-CTL.

12 **B. “Court”**

13 The San Diego County Superior Court or any other court taking jurisdiction of the Action.

14 **C. “Defendant’s Counsel”**

15 Gleason & Favarote, LLP.

16 **D. “Effective Date”**

17 The Effective Date means when all of the following events have occurred: (1) The Stipulation
18 has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) The Court has given
19 Final Approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has
20 entered a Final Order and Judgment, approving the Settlement. It is the parties' intention that the
21 Settlement shall be final for purposes of the Effective Date at the time of the Final Order/and
22 Judgment, if no objections to the settlement are filed and no one intervenes in the case. Only in the
23 event that objections are filed or intervention, the Effective Date shall be the later of: (a) the date of
24 final affirmance on an appeal of the Judgment; and the expiration of the time for a petition to review
25 the Judgment or file any other appeal; and, if review is granted, the date of final affirmance of the
26 Judgment following review and the expiration of an appeals period; or (b) the date of final dismissal of
27 any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if
28 no appeal is filed, the expiration date for filing any appeal from the Judgment.

E. “Final Approval” or “Final Approval Order”

The Court order granting final approval of the Settlement Agreement.

F. “Incentive Award”

An amount not to exceed \$10,000 to be paid to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Settlement Class and PAGA Members, subject to Court approval.

G. “Individual Settlement Payment”

Each Participating Settlement Class Member’s share of the Net Settlement Fund.

H. “LWDA Payment”

The amount that the Parties have agreed Defendant will pay to the California Labor and Workforce Development Agency (“LWDA”) in the settlement and release of claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq., (“PAGA”). The Parties have agreed that \$50,000 of the Settlement Amount will be allocated to the resolution of claims arising under the PAGA. Pursuant to the PAGA, 75%, or \$37,500, of the LWDA Payment will be paid to the LWDA, and 25%, or \$12,500, of the LWDA Payment will be included in the Net Settlement Fund. The PAGA Settlement Amount will be distributed to PAGA Members regardless of whether they request to be excluded from the Settlement as a Class Member.

I. “Net Settlement Fund”

The portion of the Settlement Amount remaining after deducting the Court approved: (i) Settlement Class Counsel Costs, (ii) Settlement Class Counsel Fees, (iii) Settlement Administration Costs, (iv) Incentive Award, (iv) LWDA Payment, and (v) all required employer payroll taxes as calculated by the Settlement Administrator. There will be no reversion of the Net Settlement Fund to Defendant.

J. “Notice of Objection”

A Settlement Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) be faxed or postmarked before

1 the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the
2 exclusive means to determine whether an objection has been timely submitted.

3 **K. "Notice Packet"**

4 The Notice of Class Action Settlement, substantially in the form of Exhibit B to this
5 Agreement.

6 **L. "PAGA Members"**

7 All current and former nonexempt employees of Defendants who were employed between
8 August 23, 2020 through January 1, 2023.

9 **M. "PAGA Period"**

10 The period from August 23, 2020 through January 1, 2023.

11 **N. "PAGA Settlement Amount"**

12 The twenty-five percent (25%), or Twelve Thousand Five Hundred (\$12,500) of the PAGA
13 allocation that will be distributed to PAGA Members.

14 **O. "Participating Settlement Class Members"**

15 All Settlement Class Members who do not submit a valid and timely Requests for Exclusion.
16 "Participating Settlement Class Members" also includes all Settlement Class Members who submit
17 valid and timely objections.

18 **P. "Preliminary Approval" or "Preliminary Approval Order"**

19 The Court order granting preliminary approval of this Settlement Agreement.

20 **Q. "Released Claims"**

21 All wage and hour claims, rights, demands, liabilities and causes of action of any nature or
22 description arising from the facts, theories of liability and claims asserted in or contemplated by the
23 Action and/or the claims that could have been asserted in the Action based on the facts ascertained or
24 alleged in the Action, including without limitation, any and all statutory, constitutional, contractual or
25 common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest,
26 attorneys' fees, litigation costs, restitution, and equitable or other relief based on the following
27 categories: (a) any and all claims involving any alleged failure to pay the wages required by state or
28 federal law; (b) any and all claims arising under state or federal law involving any alleged failure to

1 pay employees for all hours worked, including but not limited to any claim for minimum, straight time,
2 or overtime wages; (c) any and all claims arising under state or federal law involving any alleged
3 failure to pay wages, including but not limited to any claim involving “off the clock” work, “rounding,”
4 or the failure to pay for all time under the employer’s control; (d) any and all claims involving payment
5 of wages based on CoreCivic’s defined workday or workweek; (e) any and all claims involving the
6 failure to correctly calculate or include bonuses, other incentive pay, or compensation of any kind in
7 the “regular rate” of pay or compensation; (f) any and all claims arising under state law involving any
8 alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay
9 premiums for missed, late, short, unprovided, on-duty, or interrupted meal and/or rest periods, or to pay
10 such premiums at the regular rate of compensation; (g) any and all claims involving any alleged failure
11 to keep accurate records or to issue proper wage statements to employees; (h) any and all claims
12 involving any alleged failure to timely pay wages, including but not limited to any claim of violation of
13 Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (i) any
14 and all claims involving any alleged failure to reimburse for necessary business expenses under Labor
15 Code §§ 2800 or 2802, including but not limited to any claim for the failure to provide and/or reimburse
16 necessary business expenses; (j) any and all claims for unfair business practices in violation of
17 Business and Professions Code sections 17200, et seq.; and (k) any and all penalties pursuant to the
18 Private Attorneys General Act (“PAGA”) of 2004 (collectively, the “Released Claims”). The Released
19 Claims include, but are not limited to, all claims arising under the California Labor Code sections 201,
20 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 432, 256, 510, 512, 558, 1174, 1174.5,
21 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, 2699, 2699.3; the Wage Orders of
22 the California Industrial Welfare Commission; California Business and Professions Code section 17200
23 et seq.; the California common law of contract; and federal common law. The release excludes the
24 release of claims not permitted by law. The Released Claims cover the time period of March 1, 2019
25 through the date of Final Approval of the Settlement.
26
27
28

STIPULATION OF CLASS/PAGA SETTLEMENT AND RELEASE

1 **R. “Released PAGA Claims”**

2 All claims asserted through California Labor Code §§ 2698, et seq., that arise out of or are
3 related to the Released Claims during the PAGA Period. A Class Member who is also a PAGA
4 Member will receive his or her share of the PAGA Settlement Payment regardless of whether the Class
5 Member opts out of the Settlement.

6 **S. “Released Parties”**

7 CoreCivic of Tennessee, LLC, CoreCivic, Inc., and as applicable, each of their respective past,
8 present and future agents, employees, officers, directors, partners, trustees, representatives,
9 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations and/or
10 partnerships (defined as a corporation and/or partnership that is, directly or indirectly, under common
11 control with CoreCivic of Tennessee, LLC and/or CoreCivic, Inc.), divisions, predecessors, successors,
12 insurers, consultants, employee benefit plans and fiduciaries thereof, and affiliated organizations, and
13 the respective successors and assigns of any of the foregoing persons.

14 **T. “Request for Exclusion”**

15 A timely letter submitted by a Settlement Class Member requesting to be excluded from the
16 Settlement Agreement. The Request for Exclusion must be signed by the Settlement Class Member, be
17 returned by fax or mail to the Settlement Administrator, and be faxed or postmarked on or before the
18 Response Deadline. The date of the fax or postmark on the return mailing envelope will be the
19 exclusive means to determine whether a Request for Exclusion has been timely submitted. A
20 Settlement Class Member who does not request exclusion from the Settlement will be deemed to be a
21 Participating Settlement Class Member and will be bound by all terms of the Settlement Agreement if
22 the Court grants Final Approval of the Settlement, meaning that the Participating Settlement Class
23 Member’s Released Claims will be deemed released, barred, and extinguished by the Court’s Final
24 Approval Order and by the operation of law.

25 **U. “Response Deadline”**

26 The deadline by which Settlement Class Members must postmark or fax to the Settlement
27 Administrator valid Requests for Exclusion or postmark Notices of Objection to the Settlement. The
28 Response Deadline will be 30 calendar days from the Settlement Administrator’s initial mailing of the

1 Notice Packet, unless the 30th day falls on a Sunday or federal holiday, in which case the Response
2 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
3 Deadline for Requests for Exclusion will be extended 10 calendar days for any Class Member who is
4 re-mailed a Notice Packet by the Settlement Administrator due to an incorrect mailing address, unless
5 the 10th day falls on a Sunday or federal holiday, in which case the Response Deadline will be
6 extended to the next day on which the U.S. Postal Service is open. Under no circumstances will the
7 Settlement Administrator have the authority to unilaterally extend the deadline for Settlement Class
8 Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

9 **V. "Settlement Administration Costs"**

10 The costs payable from the Settlement Amount to the Settlement Administrator for
11 administering this Settlement, including, but not limited to, printing, distributing, and tracking
12 documents for this Settlement; calculating estimated Individual Settlement Payments; tax reporting and
13 payments; distributing the Individual Settlement Payments, the LWDA Payment, any Incentive Award
14 and Attorneys' Fees and Costs; and providing necessary reports and declarations, and other duties and
15 responsibilities set forth herein to process this Settlement, and as requested by the Parties. The
16 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if
17 necessary, any such costs over the amount represented by the Settlement Administrator as being the
18 maximum costs necessary to administer the Settlement.

19 **W. "Settlement Administrator"**

20 The Parties have agreed on CAC Services, LLC to administer the Settlement. The Parties each
21 represent that they do not have any financial interest in the Settlement Administrator or otherwise have
22 a relationship with the Settlement Administrator that could create a conflict of interest.

23 **X. "Settlement Amount."**

24 The maximum settlement amount of \$950,000 to be paid by Defendant in full satisfaction of all
25 Released Claims, which includes all Individual Settlement Payments to Participating Settlement Class
26 Members, any Incentive Award, the Cost of Administration, the LWDA Payment, the PAGA
27 Settlement Amount, Attorneys' Fees and Costs and the employer's share of payroll taxes. As to that
28 portion of the Net Settlement Fund (defined below) paid to Participating Settlement Class Members

1 that constitutes wages (25%), the employer portion of applicable employment taxes, shall be paid from
2 the Net Settlement Fund.

3 **Y. "Settlement Class," "Class," "Class Member," or "Settlement Class Members."**

4 Settlement Class Members: all current and former nonexempt employees of Defendants who
5 were employed in California between March 1, 2019 through January 1, 2023. Defendant represents
6 that, as of September 19, 2022, there were approximately 1,051 Class Members. If, it turns out that as
7 of this date, the number of Class Members ends up increasing by more than 5 percent Defendant shall
8 increase the Total Settlement Amount proportionally (i.e. for an increase of 6 percent in employees,
9 Defendant shall add an extra 1 % to the Settlement Amount, for a 8 percent increase in employees
10 Defendant shall add an extra 3% to the Settlement Amount).

11 **Z. "Settlement Class Counsel."**

12 Eric K. Yaeckel of Sullivan & Yaeckel Law Group, APC.

13 **AA. "Settlement Class Counsel Costs."**

14 The costs approved by the Court for Settlement Class Counsel's litigation and resolution of the
15 Action, including, but not limited to, costs associated with documenting the Settlement, securing the
16 Court's approval of the Settlement, and obtaining entry of the Judgment terminating the Action.
17 Settlement Class Counsel will request costs in an amount not over \$12,500. Defendant agrees not to
18 oppose Settlement Class Counsel's request for costs as set forth above.

19 **BB. "Settlement Class Counsel Fees."**

20 The attorneys' fees approved by the Court for Settlement Class Counsel's litigation and
21 resolution of the Action, including, but not limited to, attorneys' fees associated with the litigation of
22 the Action, including documenting the Settlement, providing any notices required as part of the
23 Settlement or Court order, securing the Court's approval of the Settlement, handling any objections or
24 appeals related to the Settlement, and obtaining entry of the Judgment approving the Settlement.
25 Settlement Class Counsel will request attorneys' fees not to exceed thirty-three and one third percent
26 (33.3%) of the Settlement Amount. Defendant agrees not to oppose Settlement Class Counsel's request
27 for attorneys' as set forth above.
28

1 **CC. “Settlement Class List Data.”**

2 A complete list of all Settlement Class Members that Defendant will diligently and in good faith
3 compile from its records and provide to the Settlement Administrator within 15 business days after
4 Preliminary Approval of this Settlement. The Settlement Class List will be provided directly to the
5 Settlement Administrator formatted in a Microsoft Office Excel spreadsheet and will include each
6 Settlement Class Member’s full name; most recent mailing address if available; Social Security
7 Number; and dates of employment during the Class Period.

8 **DD. “Settlement Class Period” or “Class Period.”**

9 The period from March 1, 2019 through January 1, 2023.

10 **II. TERMS OF AGREEMENT**

11 Plaintiff, on behalf of himself and the Settlement Class, and Defendant, in consideration of the
12 mutual covenants, promises, and undertakings set forth herein agree, subject to the Court’s approval, as
13 follows:

14 **1. Complaint.**

15 Plaintiff will file a first amended complaint, attached hereto as Exhibit A, which shall be
16 deemed to be the operative Complaint.

17 **2. Stipulation to Class Certification for Settlement Purposes Only.**

18 The Parties agree that, for settlement purposes only, the Court shall certify a Settlement Class
19 consistent with this Settlement Agreement. The Parties agree that nothing in this Settlement
20 Agreement, including the Parties’ agreement regarding certification for settlement purposes only, is in
21 any way an admission that class certification is proper and that evidence of this limited stipulation for
22 settlement purposes only will not be deemed admissible in this or any other proceeding for any reason.
23 If the Court does not approve the Settlement, this stipulation to certification will be void. The Parties
24 further agree that this Settlement Agreement, and specifically the certification for purposes of
25 settlement, is not a waiver of Defendant’s claimed right to oppose certification or assert any of its
26 affirmative defenses in the Action in the event that the Effective Date does not occur.

1 **3. Settlement Amount.**

2 Defendant agrees to pay no more than the Settlement Amount and, as to that portion of the Net
3 Settlement Fund paid to Participating Settlement Class Members that constitutes wages, Defendant will
4 not be responsible for the employer's portion of payroll taxes. Defendant will pay no other amounts in
5 connection with this Settlement Agreement.

6 **4. Funding of the Settlement Amount.**

7 Within 15 business days after the Effective Date, Defendant will deposit the Settlement Amount
8 into a Qualified Settlement Fund ("QSF") to be established as a trust by the Settlement Administrator.
9 The Settlement Administrator shall then distribute the Individual Settlement Payments, the LWDA
10 Payment, Settlement Class Counsel's Attorneys' Fees and Costs, Plaintiff's Incentive Award, and a
11 payment to itself for Court-approved services performed in connection with the Settlement. The Parties
12 agree that the amounts held in the QSF will always be treated as a "qualified settlement fund" within
13 the meaning of Treas. Reg. § 1.468B-1, et seq. The Parties further agree that for purposes of Section
14 468B of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations
15 promulgated thereunder, Defendant shall be treated as the "transferor" within the meaning of Treasury
16 Regulation § 1.468B-1(d)(1), and that the Settlement Administrator shall be the "administrator" of the
17 QSF within the meaning of Treas. Reg. § 1.468B-2(k)(3). The Parties agree that the Settlement
18 Administrator shall, in establishing the trust, make any such elections as necessary or advisable to carry
19 out the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)(i)) back to the earliest
20 permitted date. Such elections shall be comply with the procedures and requirements contained in such
21 regulations. It shall be the Settlement Administrator's responsibility to timely and properly prepare and
22 deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate
23 filing to occur. The Parties intend that the transfers to the trust described in this section will satisfy the
24 "all events test" and the "economic performance" requirement of Code Section 461(h)(1) and Treasury
25 Regulation Section 1.461-1(a)(2). The Settlement Administrator shall be responsible for filing tax
26 returns for the trust, if appropriate, including application for employer identification numbers in
27 accordance with Treasury Regulation Section 1.468B-2(k)(4). It will be considered a material breach of
28

1 the agreement if Defendant fails to fund by the Effective Date. If that occurs, Defendant will pay
2 interest on the total settlement amount for each day that the settlement is late at the rate of 5% per
3 annum. Additionally, in the event of failure to make payment by the Effective Date, Plaintiff may
4 immediately petition the Court for settlement enforcement, and will be entitled to an award of all fees
5 and costs incurred in conjunction with settlement enforcement.

6 **5. Settlement Class Counsel Fees and Settlement Class Counsel Costs.**

7 Defendant agrees not to oppose or impede any application or motion by Settlement Class
8 Counsel for attorneys' fees of not more than thirty three and one third percent (33.3%) of the Class
9 Settlement Amount, plus the reimbursement of costs and expenses in amount not to exceed \$12,500,
10 which will be paid from the Settlement Amount provided that such application or motion is consistent
11 with this Settlement Agreement, and approved by the Court. The Court's approval of the Settlement
12 Class Counsel Fees is not a material term this Settlement Agreement. If the Court does not approve or
13 approves only a lesser amount than that requested by Settlement Class Counsel, the other terms of this
14 Settlement Agreement shall apply. The Court's refusal to approve the Settlement Class Counsel Fees as
15 requested by Settlement Class Counsel does not give Plaintiff, Class Members, PAGA Members, or
16 Class Counsel any basis to abrogate this Settlement. Any amount of the Settlement Class Counsel Fees
17 as requested by Settlement Class Counsel but unapproved by the Court shall be allocated to the Net
18 Settlement Amount.

19 **6. Incentive Award.**

20 In recognition of his efforts and work in prosecuting the Action, Defendant agrees not to oppose
21 or impede any application or motion for an Incentive Award of \$5,000 to Plaintiff. The Incentive
22 Award will be paid from the Class Settlement Amount, provided that such application or motion is
23 consistent with this Settlement Agreement and that it is approved by the Court. Plaintiff will be solely
24 and legally responsible to pay all applicable taxes on the payments made pursuant to this section and
25 will indemnify and hold Defendant and the Released Parties harmless from any claim or liability for
26 taxes, penalties, or interest arising as a result of the payment. The Court's approval of the Incentive
27 Award is not a material term this Settlement Agreement. If the Court does not approve or approves
28

1 only a lesser amount than that requested by Settlement Class Counsel, the other terms of this
2 Settlement Agreement shall apply. The Court's refusal to approve the Incentive Award as requested by
3 Settlement Class Counsel does not give Plaintiff, Class Members, PAGA Members, or Class Counsel
4 any basis to abrogate this Settlement. Any amount of the Incentive Award as requested by Settlement
5 Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

6 **7. Settlement Administration Costs.**

7 The Settlement Administrator will be paid for the reasonable costs of administration of the
8 Settlement and distribution of payments from the Class Settlement Amount, the maximum of which is
9 \$12,500. These costs, which will be paid from the Class Settlement Amount, will include, *inter alia*,
10 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS
11 Forms, distributing the Notice Packet, calculating and distributing the Settlement Amount and
12 Individual Settlement Payments, administering the QSF, and providing necessary reports and
13 declarations.

14 **8. Labor and Workforce Development Agency Payment.**

15 Subject to Court approval, the Parties agree that \$50,000 from the Settlement Amount will be
16 designated for satisfaction of Plaintiff's and Class Members' PAGA claims for civil penalties. Pursuant
17 to the PAGA, 75%, or \$37,500, of the PAGA Settlement Amount will be paid to the LWDA; and 25%,
18 or \$12,500, of the PAGA Settlement Amount will be included in the Net Settlement Amount. The
19 LWDA shall be notified of the existence of the Settlement. If the LWDA objects to the amount of its
20 payment and the Court sustains the objection, or if the Court denies approval of the Settlement
21 Agreement based on the sufficiency of the PAGA Settlement Amount or LWDA Payment, the Parties
22 will negotiate a different portion of the Settlement Amount to be allocated to the PAGA Settlement
23 Payment. In no event will the allocation result in an increase in the Class Settlement Amount. Pursuant
24 with controlling California law, class members who were employed during the applicable PAGA
25 period will not be able to opt-out of receipt of his or her PAGA penalty payment and his/her PAGA
26 rights will be extinguished.
27
28

1 **9. Net Settlement Amount.**

2 The Net Settlement Amount will be used to satisfy Individual Settlement Payments to
3 Participating Settlement Class Members from the Settlement Class in accordance with the terms of this
4 Settlement. No portion of the Net Settlement Amount will revert or be retained by Defendant.

5 **10. Calculation of Individual Settlement Payment.**

6 Individual Settlement Payments will be calculated and apportioned from the Net Settlement
7 Amount based on the number of pay periods a Participating Settlement Class Member is calculated to
8 have worked during the Class Period. A Class Member's Settlement Share will equal the Net
9 Settlement Amount times the ratio of: (i) the number of pay periods worked by the Class Member for
10 Defendant in California as a non-exempt hourly employee from March 1, 2019, through January 1,
11 2023 to (ii) the total number of pay periods worked by all such Class Members during the Settlement
12 Period (other than those who elected not to participate in the Settlement).

13 The entire Net Settlement Amount will be disbursed to all Class Members who do not submit a
14 timely and valid Request for Exclusion. If there are any valid and timely Requests for Exclusion, the
15 Settlement Administrator shall remove the number of pay periods worked by the excluded individual
16 for Defendant during the Class Period from the total number of pay periods worked by all Class
17 Members, such that 100% of the Net Settlement Amount is distributed.

18 **11. Calculation of the Individual PAGA Settlement Payment.**

19 Class Members who are also PAGA Members will be entitled to receive a portion of the PAGA
20 Settlement Amount, in accordance with the formula set forth below:

21 A PAGA Members' Settlement Share will equal the PAGA Settlement Amount times the ratio
22 of: (i) the number of pay periods worked by the PAGA Member for Defendant in California as a non-
23 exempt hourly employee from August 23, 2020 through January 1, 2023 to (ii) the total number of pay
24 periods worked by all such PAGA Members during the PAGA Period.

25 **12. No Credit Towards Benefit Plans.**

26 The Individual Settlement Payments made to Participating Settlement Class Members under
27 this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to
28

1 calculate any benefits under any employee benefit plans to which any Settlement Class Members may
2 be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
3 plans, vacation plans, sick leave plans, PTO plans, or any other benefit plan. Rather, it is the Parties'
4 intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which
5 any Settlement Class Members may be entitled under any employee benefit plans.

6 **13. Administration Process.**

7 The Parties agree to cooperate in the administration of the Settlement and to make all
8 reasonable efforts to control and minimize the costs and expenses incurred in the administration of the
9 Settlement.

10 **14. Delivery of the Settlement Class List Data.**

11 Within 15 calendar days of Preliminary Approval, Defendant will provide the Settlement Class
12 List to the Settlement Administrator. The Settlement Class List Data shall only be used by the
13 Settlement Administrator to notify the Settlement Class Members of the Settlement. This information
14 shall not be disclosed to Class Counsel, Plaintiff, any Class Members or their counsel, or any other
15 third party.

16 **15. Notice by First-Class U.S. Mail.**

17 Within 15 calendar days after receiving the Settlement Class List from Defendant, the
18 Settlement Administrator will mail a Notice Packet to all Settlement Class Members via regular First-
19 Class U.S. Mail, using the most recently known mailing addresses identified in the Class List or any
20 updated addresses found by the Settlement Administrator.

21 **16. Confirmation of Contact Information in the Settlement Class List.**

22 Prior to mailing the Notice Packets, the Settlement Administrator will perform a search based
23 on the National Change of Address Database for information to update and correct for any known or
24 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-
25 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail
26 to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of
27 such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
28

1 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search
2 using the name, address and/or Social Security Number of the Class Member involved, and will then
3 perform a single re-mailing. Those Settlement Class Members who receive a re-mailed Notice Packet,
4 whether by skip-trace or by request, will have the later of: (a) an additional 10 calendar days from the
5 date of re-mailing or (b) the Response Deadline, to postmark a Request for Exclusion or Notice of
6 Objection to the Settlement. Unless the Settlement Administrator receives a Notice Packet returned
7 from the United States Postal Service as non-deliverable, the Settlement Class Notice shall be deemed
8 mailed and received by the Settlement Class Member to whom it was sent 5 days after mailing.

9 **17. Notice Packets.**

10 All Settlement Class Members will be mailed a Notice Packet containing the Notice attached as
11 Exhibit B. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary
12 of the Settlement's principal terms; (c) the Settlement Class definition; (d) the total Gross Earnings
13 each respective Settlement Class Member received working as a Class Member during the Settlement
14 Class Period; (e) each Settlement Class Member's estimated Individual Settlement Payment and the
15 general formula for calculating Individual Settlement Payments; (f) the dates which comprise the
16 Settlement Class Period; (h) instructions on how to submit Requests for Exclusion or Notices of
17 Objection; (i) the deadlines by which the Settlement Class Member must postmark or fax Requests for
18 Exclusions or postmark or fax Notices of Objection to the Settlement; (j) the claims to be released, as
19 set forth herein; and (k) the date for the Final Approval Hearing.

20 **18. Disputed Claims.**

21 All disputes by Class Members regarding the Gross Earnings or Individual Settlement Payment
22 must be addressed to the Settlement Administrator and postmarked on or before the Response
23 Deadline. Such disputes will be resolved by the time of the Final Approval Hearing. Defendant's
24 records, however, are presumed to be correct unless a Settlement Class Member proves otherwise with
25 documentary evidence. The Settlement Administrator will evaluate the evidence submitted by the
26 Settlement Class Member and will make the final decision as to the dispute. The decision shall be
27 binding on the Settlement Class Member and no additional rights of appeal shall exist.
28

1 **19. Request for Exclusion Procedures.**

2 Any Settlement Class Member wishing to opt out from the Settlement Agreement must sign and
3 postmark or fax a written Request for Exclusion to the Settlement Administrator on or before the
4 Response Deadline. The postmark date on the return mailing envelope or fax receipt confirmation will
5 be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All
6 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to
7 Settlement Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
8 submitted. All Settlement Class Members who do not submit a valid and timely Request for Exclusion
9 will be deemed a Participating Settlement Class Member and will be entitled to receive an Individual
10 Settlement Payment.

11 If a Settlement Class Member's Request for Exclusion is defective as to the requirements listed
12 herein, that Settlement Class Member will be given an opportunity to cure the defect(s). The Settlement
13 Administrator will mail the Settlement Class Member a cure letter within three (3) business days of
14 receiving the defective submission to advise the Settlement Class Member that his or her submission is
15 defective, the reason(s) why it is defective and that the defect(s) must be cured to render the Request
16 for Exclusion valid. The Settlement Class Member will have until the later of: (a) the Response
17 Deadline or (b) ten (10) calendar days from the date of the cure letter, whichever date is later, to
18 postmark or fax a corrected Request for Exclusion. If the corrected Request for Exclusion is not
19 postmarked or received by fax within that period, it will be deemed untimely.

20 **20. Confidentiality and Publicity.**

21 Neither Plaintiff nor Settlement Class Counsel, directly or indirectly, shall issue a press release
22 or hold a press conference, publish information about the Settlement on any website, or otherwise
23 publicize the Settlement with the exception that Settlement Class Counsel may post the Settlement
24 Class Notice on its website. Plaintiffs' counsel also agrees to provide to Defendants' counsel a copy of
25 any such information that will be posted on their website seven days in advance of the posting. Plaintiff
26 and Settlement Class Counsel agree not to respond to any press inquiries concerning the Settlement
27 except to state, if necessary, that the matter was resolved.
28

1 **21. Revocation of Settlement Agreement.**

2 Only Defendant has the right to withdraw from or rescind the Settlement Agreement, and
3 Defendant shall only have the right to do so if, prior to the Final Approval hearing: (a) 5% or more of
4 all Settlement Class Members submit a valid and timely Requests for Exclusion; (b) the Settlement is
5 construed in such a fashion that Defendant is required to pay more than the Settlement Amount as
6 described herein; or (c) the Court does not certify the Settlement Class or does not certify a class
7 releasing the claims set forth herein, or otherwise makes an order inconsistent with any of the material
8 terms of this Settlement Agreement. If Defendant withdraws or rescinds the Settlement, it will be
9 responsible for paying for all of the Claims Administrator costs incurred, including the costs for any
10 notice that the Court orders be sent to the Settlement Class Members to inform them of Defendant's
11 withdrawal or rescission.

12 **22. Settlement Terms Bind All Settlement Class Members Who Do Not Opt Out.**

13 Any Settlement Class Member who does not affirmatively opt out of the Settlement Agreement
14 by submitting a timely and valid Request for Exclusion will be a Participating Settlement Class
15 Member and will be bound, on their own behalf and on behalf of their respective heirs, administrators,
16 executors, estates, agents, representatives, successors and assigns, by all of the terms of the Settlement
17 Agreement, including those pertaining to the Released Claims, as well as any Judgment that may be
18 entered by the Court if it grants final approval to the Settlement.

19 **23. Objection Procedures.**

20 To object to the Settlement Agreement, a Settlement Class Member must postmark a valid
21 Notice of Objection to the Settlement Administrator on or before the Response Deadline. The
22 Settlement Class Member must sign the Notice of Objection, and the Notice of Objection must contain
23 all information this Settlement Agreement requires. The postmark date will be deemed the exclusive
24 means for determining that the Notice of Objection is timely. Settlement Class Members who fail to
25 object in the manner specified above will be deemed to have waived all objections to the Settlement
26 and will be foreclosed from making any objections and seeking any adjudication or review, whether by
27 appeal or otherwise, to the Settlement Agreement. Settlement Class Members who postmark timely
28

1 Notices of Objection will have a right to appear at the Final Approval Hearing and have the Court hear
2 their objections. None of the Parties or their counsel will seek to solicit or otherwise encourage Class
3 Members to submit written objections to the Settlement Agreement or appeal from the Final Approval
4 Order. Class Counsel will not represent any Class Members with respect to any such objections to this
5 Settlement. Plaintiff will neither submit a Request for Exclusion nor Notice of Objection to the
6 Settlement.

7 **24. Certification Reports Regarding Individual Settlement Payment Calculations.**

8 The Settlement Administrator will provide Defendant's counsel and Settlement Class Counsel a
9 weekly report which certifies the number of Settlement Class Members who have submitted valid
10 Requests for Exclusion, any Objections, and whether any Settlement Class Member has submitted a
11 challenge to any information contained in their Notice Packet. Additionally, the Settlement
12 Administrator will provide to counsel for both Parties any updated reports regarding the administration
13 of the Settlement Agreement as needed or requested.

14 **25. Settlement Checks.**

15 If a Class Member is entitled to both an Individual Net Settlement Payment and an Individual
16 PAGA Settlement Payment, the Individual Net Settlement Payment and the Individual PAGA
17 Settlement Payment will be combined and distributed as one single check.

18 **26. Uncashed Settlement Checks.**

19 Any checks the Settlement Administrator issues to Participating Settlement Class Members will
20 be negotiable for 120 calendar days, after which they will become void. Those funds represented by
21 settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more
22 than 120 calendar days after issuance will be delivered to the California Controller's Unclaimed
23 Property Fund in the name of the Participating Settlement Class Member as listed on the settlement
24 check.

25 **27. Certification of Completion.**

26 Upon completion of administration of the Settlement, the Settlement Administrator will provide
27 a written declaration under oath to certify such completion to the Court and counsel for all Parties.
28

1 **28. Tax Treatment of Individual Settlement Payments.**

2 All Individual Settlement Payments will be allocated as follows: 25% of each Individual
3 Settlement Payment will be allocated as wages, 75% of each Individual Settlement Payment will be
4 allocated to penalties, interest and expenses. The portion allocated to wages will be reported on an IRS
5 Form W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099 by the
6 Settlement Administrator.

7 **29. Administration of Taxes by the Settlement Administrator.**

8 The Settlement Administrator will be responsible for issuing to Plaintiff, Participating
9 Settlement Class Members, PAGA Members, and Settlement Class Counsel any W-2, 1099, or other
10 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement
11 Administrator will also be responsible for forwarding all payroll taxes to the appropriate government
12 authorities.

13 **30. Tax Liability.**

14 Defendant and Settlement Class Counsel make no representation as to the tax treatment or legal
15 effect of the payments called for in this Settlement Agreement, and Plaintiff and Participating
16 Settlement Class Members and PAGA Members are not relying on any statement, representation, or
17 calculation by Defendant, Settlement Class Counsel or by the Settlement Administrator in this regard.
18 Plaintiff and Participating Settlement Class Members and PAGA Members understand and agree that,
19 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
20 described herein.

21 **31. Circular 230 Disclaimer.**

22 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
23 “ACKNOWLEDGING PARTY” IS EACH PARTY TO THIS AGREEMENT, AND AN
24 “OTHER PARTY” IS ANY PARTY OTHER THAN THE ACKNOWLEDGING
25 PARTY) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
27 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
28 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
(2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,

1 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
2 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B)
3 HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY TO ANY
5 OTHER PARTY OR ANY ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
6 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX
8 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
9 (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY
10 LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
11 ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER
12 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE
14 OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
15 BY THIS AGREEMENT.

16 **32. No Prior Assignments.**

17 The Parties and their counsel represent, covenant, and warrant that they have not directly or
18 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
19 person or entity any portion of any liability, claim, demand, action, cause of action or right herein
20 released and discharged.

21 **33. Nullification of Settlement Agreement.**

22 If: (a) the Court does not finally approve the Settlement as provided herein; or (b) the
23 Settlement does not become final for any other reason, then this Settlement Agreement and all the
24 terms and agreements contained therein, and any documents generated to bring it into effect, will be
25 null and void, and all amounts deposited into the QSF will be returned to Defendant with the exception
26 of the Claims Administrators' costs incurred. Any order or judgment the Court enters in furtherance of
27 this Settlement Agreement will likewise be treated as void from the beginning.

28 **34. Preliminary Approval Hearing.**

Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the
Settlement Agreement and the entry of a Preliminary Approval Order that: (a) conditionally certifies
the Settlement Class for settlement purposes only, (b) preliminarily approves the Settlement
Agreement, and (c) sets a date for a Final Approval Hearing.

1 The Preliminary Approval Order will provide for the Notice Packet to be sent to all Settlement
2 Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff
3 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include
4 the proposed Notice Packet, *i.e.*, the proposed Notice of Class Action Settlement documents.

5 Settlement Class Counsel will be responsible for drafting all documents necessary to obtain
6 Preliminary Approval with review by and in consultation with Defendant's Counsel. Settlement Class
7 Counsel will also be responsible for sending this Settlement Agreement to the LWDA.

8 **35. Final Approval Hearing and Entry of Judgment.**

9 Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the
10 Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to
11 determine whether to grant final approval of the Settlement Agreement along with the amounts
12 properly payable for: (a) Individual Settlement Payments; (b) the LWDA Payment; (c) Settlement
13 Class Counsels' Attorneys' Fees and Costs; (d) the Incentive Award; and (e) all Settlement
14 Administration Costs. Settlement Class Counsel will be responsible for drafting all documents
15 necessary to obtain final approval. Settlement Class Counsel will also be responsible for drafting the
16 attorneys' fees and costs and Incentive Award application to be heard at the Final Approval Hearing.

17 **36. Judgment and Continued Jurisdiction.**

18 Upon final approval of the Settlement by the Court or after the Final Approval Hearing, the
19 Parties will present the Judgment (Exhibit C) to the Court for its approval. After entry of the Judgment,
20 the Court will have continuing jurisdiction until all payments and obligations provided for in the
21 Settlement have been fully executed solely for purposes of addressing: (a) the interpretation and
22 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
23 Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

24 **37. Release by Participating Settlement Class Members.**

25 Upon the Effective Date, the Participating Settlement Class Members will be deemed to have
26 released and forever discharged the Released Parties of the Released Claims.
27
28

1 **38. Exhibits Incorporated by Reference.**

2 The terms of this Settlement include the terms set forth in any attached Exhibits, which are
3 incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an
4 integral part of the Settlement.

5 **39. Entire Agreement.**

6 This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties'
7 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
8 binding on the Parties. Except as otherwise provided herein, each party shall bear its own costs and
9 attorneys' fees.

10 **40. Amendment or Modification.**

11 This Settlement Agreement may be amended or modified only by a written instrument, to be
12 signed either by authorized representatives of all Parties or their respective successors-in-interest.

13 **41. Authorization to Enter into Settlement Agreement.**

14 Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom
15 they represent to negotiate this Settlement Agreement and to take all appropriate action required or
16 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and
17 to execute any other documents required to effectuate the terms of this Settlement Agreement.

18 **42. Use of Best Efforts.**

19 The Parties and their counsel will cooperate with each other and use their best efforts to effect
20 and implement all terms and conditions of the Settlement and to exercise their best efforts to
21 accomplish the foregoing terms and conditions of the Settlement. If the Parties are unable to reach
22 agreement on the form or content of any document needed to implement the Settlement, or on any
23 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
24 Parties may seek the Court's assistance to resolve such disagreement.

25 **43. Binding on Successors and Assigns.**

26 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or
27 assigns of the Parties, as previously defined.
28

1 **44. California Law Governs.**

2 All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted
3 according to the laws of the State of California.

4 **45. Execution and Counterparts.**

5 The Settlement Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them, including facsimile and scanned copies of the signature page, will be
7 deemed to be one and the same instrument provided that counsel for the Parties will exchange among
8 themselves original signed counterparts upon request.

9 **46. Acknowledgement that the Settlement Is Fair and Reasonable.**

10 The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of
11 the Action and have arrived at this Settlement after extensive arm's-length negotiations and in the
12 context of adversarial litigation, considering all relevant factors, present and potential. The Parties
13 further acknowledge that they have had an opportunity to consult with their counsel regarding the
14 fairness and reasonableness of this Settlement. Plaintiff agrees not to opt-out or object to the
15 Settlement.

16 **47. No Admission of Liability.**

17 Defendant and the Released Parties deny all claims asserted or that could have been asserted on
18 behalf of the Settlement Class and deny all wrongdoing whatsoever. This Settlement Agreement is not
19 a concession or admission, and will not be used against Defendant or any of the Released Parties as an
20 admission or indication with respect to any claim of any fault, concession, or omission by Defendant or
21 any of the Released Parties. Regardless of whether the Settlement Agreement is finally approved,
22 neither the Settlement Agreement, nor any document, statement, proceeding, or conduct related to this
23 Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered
24 or admitted in evidence as, received as, or deemed to be, evidence of a presumption, concession,
25 indication, or admission by Defendant, or any of the Released Parties of any liability, fault,
26 wrongdoing, omission, concession, or damage.

1 **48. Communications about Settlement.**

2 The Parties and their counsel will keep the Settlement negotiations confidential and will not
3 disclose that information to any third party (including the press) except as set forth herein or unless the
4 Parties otherwise agree in writing. For purposes of this section, third parties shall not include other
5 attorneys, if any, representing Plaintiff in this matter. Except as provided herein, the Parties will keep
6 the Settlement confidential until the filing of the Motion for Preliminary Approval. To the extent any
7 Settlement Class Members inquire regarding the status of the case, the Parties and their counsel may
8 indicate that a tentative settlement has been reached subject to preliminary approval by the Court (or
9 that a settlement has been preliminarily approved, if applicable) but may not disclose the terms prior to
10 the filing of the Motion for Preliminary Approval. Notwithstanding the foregoing, Defendant shall have
11 the right to disclose the terms of the Settlement for accounting, tax, or public filing purposes. Plaintiff
12 and his counsel agree that at no time will they, verbally or in writing, defame or make disparaging
13 remarks or encourage, solicit, induce or entice others to make disparaging remarks about Defendant or
14 the Released Parties unless the Court denies approval of this Settlement and the Parties are unable to
15 negotiate a different settlement.

16 **49. Data and Documents Produced by Defendant.**

17 Plaintiff and Settlement Class Counsel agree to keep confidential all data and documents
18 produced by Defendant as “confidential” during discovery or in connection with the mediation and/or
19 settlement of this matter. Unless otherwise ordered by a court or permitted in writing by Defendant,
20 Plaintiff agrees to not disclose the confidential information or documents, and Settlement Class
21 Counsel agrees to not disclose the confidential information or documents under any circumstances
22 except as necessary if threatened with or named in a lawsuit alleging malpractice and/or if their
23 respective malpractice carriers request to see the file or as required by law. Notwithstanding any other
24 provision in this paragraph, Settlement Class Counsel may use the information that they received from
25 Defendant in the motions for preliminary and final approval of the Settlement or if it is needed to
26 uphold the Settlement.

1 **50. Full Payment of Attorneys' Fees and Costs.**

2 Plaintiff and Settlement Class Counsel understand and agree that any attorneys' fees and costs
3 payments made under this Settlement will be the full, final, and complete payment of all attorneys' fees
4 and costs related to the Action, including all attorneys' fees and costs arising from or relating to the
5 representation of Plaintiff, the Settlement Class Members, the LWDA, the State of California, or any
6 other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of the
7 claims released under the Settlement Agreement. Plaintiff's counsel will release any claim they may
8 have against Defendants and the Released Parties for attorneys' fees or costs arising from or relating to
9 the representation of Plaintiff, the Settlement Class Members, the LWDA, the State of California, or
10 any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of
11 the claims released by the Settlement Agreement and the Action. Defendant's sole obligations to
12 Settlement Class Counsel and the Settlement Administrator are set forth in this Settlement. Class
13 Counsel shall not seek to recover any fees or costs awarded in excess of the terms in this Settlement if
14 this Settlement is approved and the Effective Date occurs.

15 **51. Invalidity of Any Provision.**

16 Before declaring any provision of this Settlement Agreement invalid, the Court will first
17 attempt to construe the provision as valid to the fullest extent possible consistent with applicable
18 precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

19 **52. Waiver of Certain Appeals.**

20 The Parties agree to waive appeals and to stipulate to class certification for purposes of this
21 Settlement only. Either party may appeal any court order that materially alters the Settlement
22 Agreement's terms.

23 **53. Captions.**

24 The captions and section numbers in this Settlement Agreement are inserted for the reader's
25 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of
26 this Settlement Agreement.
27
28

1 **54. Waiver.**

2 No waiver of any condition or covenant contained in this Settlement Agreement or failure to
3 exercise a right or remedy by any of the Parties will be considered to imply or constitute a further
4 waiver by such party of the same or any other condition, covenant, right or remedy.

5 **55. Mutual Preparation.**

6 The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement
7 Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one
8 party than another merely by virtue of the fact that it may have been prepared by counsel for one of the
9 Parties, it being recognized that, because of the arms'-length negotiations between the Parties, all
10 Parties have contributed to the preparation of this Settlement Agreement.

11 **56. Representation by Counsel.**

12 The Parties acknowledge that they have been represented by counsel throughout all negotiations
13 that preceded the execution of this Settlement Agreement and that this Settlement Agreement has been
14 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Settlement
15 Class Counsel warrant and represent that there are no liens on the Settlement Agreement or on any
16 amounts to be paid to them under the Settlement Agreements' terms.

17 **57. All Terms Subject to Final Court Approval.**

18 All amounts and procedures described in this Settlement Agreement will be subject to final
19 Court approval.

20 **58. Cooperation and Execution of Necessary Documents.**

21 All Parties will cooperate in good faith and sign all documents to the extent reasonably
22 necessary to effectuate the terms of this Settlement Agreement.

23 **59. Binding Agreement.**

24 The Parties warrant that they understand and have full authority to enter into this Settlement,
25 further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and
26 agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
27
28

1 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or
2 state law.

3 **60. Notice to Parties.**

4 Whenever this Settlement requires or contemplates that one party, the Court, or the Settlement
5 Administrator shall or may give notice to another, notice shall be provided by email facsimile and/or
6 next-day (excluding Sundays and Court holidays) express delivery service as follows:

7 **If to Defendant, then to:**

8 Torey Favarote
9 Paul Gleason
10 GLEASON & FAVAROTE LLP
11 4014 Long Beach Blvd., Suite 300
12 Long Beach, California 90807
13 Telephone: (562) 548-6700
14 Facsimile: (562) 216-8495
15 tfavarote@gleasonfavarote.com
16 pgleason@gleasonfavarote.com

17 **If to Plaintiff, then to:**

18 Eric K. Yaeckel
19 Ryan T. Kuhn
20 SULLIVAN & YAECKEL LAW GROUP, APC
21 2330 Third Avenue
22 San Diego, California 92101
23 (619) 702-6760
24 (619) 702-6761 FAX
25 Yaeckel@sullivanlawgroupapc.com
26 Ryan@sullivanlawgroupapc.com

27 [REMAINDER OF PAGE LEFT BLANK]
28

SIGNATURES - READ CAREFULLY BEFORE SIGNING

Dated: 1/26/2023

DocuSigned by:

Elia Rezkalla

Elia Rezkalla on behalf of himself and all others
similarly situated

Dated: _____

On behalf of Defendants CoreCivic, Inc. and
CoreCivic of Tennessee, LLC

APPROVED AS TO FORM

Dated: February 9, 2023

SULLIVAN & YAECKEL LAW GROUP, APC

BY: *Eric Yaeckel*
Eric K. Yaeckel
Attorneys for Plaintiff Elia Rezkalla

Dated: _____

GLEASON & FAVAROTE, LLP

By: _____
Torey Joseph Favarote
Attorneys for Defendant

STIPULATION OF CLASS/PAGA SETTLEMENT AND RELEASE

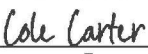
SIGNATURES - READ CAREFULLY BEFORE SIGNING

Dated: _____

Elia Rezkalla on behalf of himself and all others
similarly situated

Dated: 1/26/2023

DocuSigned by:


General Counsel

On behalf of Defendants CoreCivic, Inc. and
CoreCivic of Tennessee, LLC

APPROVED AS TO FORM

Dated: _____

SULLIVAN & YAECKEL LAW GROUP, APC

BY: _____
Eric K. Yaeckel
Attorneys for Plaintiff Elia Rezkalla

Dated: 1/26/23

GLEASON & FAVAROTE, LLP

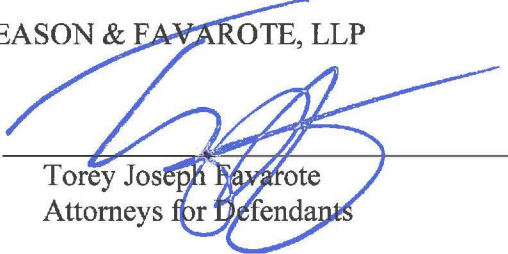
By: 
Torey Joseph Favarote
Attorneys for Defendants

Exhibit B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

ELIA REZKALLA, Individually, and on behalf of other
members of the general public similarly situated,

Plaintiff,

vs.

CORECIVIC, INC., a Maryland Corporation; and
CORECIVIC OF TENNESSEE, LLC, a Tennessee
Limited Liability Company, and DOES 1-10, inclusive.

CASE No. 37-2021-00045841-CU-OE-CTL
JUDGE: Honorable Timothy Taylor
DEPARTMENT: C-72

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE**

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Elia Rezkalla v. CoreCivic, Inc., et al*, Case No. 37-2021-00045841-CU-OE-CTL (the “Action”).

This notice is to inform you of the proposed settlement of the Action. The notice is also intended (i) to describe the settlement, including how the settlement monies will be allocated and how the settlement may affect you; and (ii) to advise you of your rights and options with respect to the settlement.

You are receiving this notice by order of the Court because the records of CoreCivic, Inc. and/or CoreCivic of Tennessee, LLC (hereinafter collectively “Defendants”), indicate that you are a current or former employee who worked for CoreCivic, Inc. or CoreCivic of Tennessee, LLC in California during the time period of March 1, 2019 to January 1, 2023 (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will **not** affect your employment with CoreCivic, Inc./ CoreCivic of Tennessee, LLC in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In October 27, 2021, Elia Rezkalla, a former CoreCivic employee in California, filed a lawsuit in which he alleged violations of California wage- and-hour laws on a class and representative basis as to all of Defendants’ current and former non-exempt employees in California.

The Class Action alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders; was not reimbursed for all business-related expenses; and, was not provided pay statements with information specified in the California Labor Code. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et. seq. based on these state law claims. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) and the California Labor Code.

The individual who is suing is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action since filing it.

Defendants have denied and continue to deny the factual and legal allegations in the case and believe that they have strong defenses to all of Plaintiff’s claims. Defendants also claim that the Class has been paid all monies due, and maintain that they have complied with all California wage-and-hour laws. This settlement is **not** an admission of any liability and is **not** evidence of any wrongdoing, nor does it indicate that any of Defendants’ policies are unlawful.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the parties have negotiated a settlement whereby Defendants have agreed to pay a total of \$950,000.00. As a Class Member, you are eligible to receive a portion of this amount.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All current and former non-exempt employees who worked for CoreCivic, Inc or CoreCivic of Tennessee, LLC in California from March 1, 2019, to January 1, 2023 (the “Class Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay: (1) Plaintiff’s counsel’s attorneys’ fees, up to \$316,666.67; (2) Plaintiff’s costs of litigation, up to the amount of \$12,500.00; (3) The expenses of administering the settlement, up to the amount of \$12,500; (4) An enhancement award of up to \$5,000.00 for Plaintiff’s role in pursuing the litigation; (5) Defendants’ share of payroll taxes; and (6) A payment of \$37,500 to the California Labor & Workforce Development Agency.

B. The amount remaining after those deductions is estimated to be \$ [REDACTED], and will be divided among all Class Members and PAGA Members based on the estimated number of pay periods worked for CoreCivic, Inc. or CoreCivic of Tennessee, LLC as a non-exempt employee in California by each Class Member.

C. According to Defendants’ records, you worked for the Defendants in the State of California for approximately [INSERT NUMBER OF pay periods] during the Class Period, which runs from March 1, 2019, through January 1, 2023. Your estimated class settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court’s final ruling and the final number of participating Class Members.

[IF APPLICABLE] Because you worked for Defendants during the “PAGA Period” between August 23, 2020 through January 1, 2023, you will also receive a payment for PAGA claims based on the number of pay periods worked during that period. According to Defendants’ records, [INSERT NUMBER OF pay periods] during this PAGA Period. Your estimated PAGA settlement amount is \$ [REDACTED]. If you are eligible to receive a PAGA settlement amount and a portion of the class settlement, those amounts will be combined into one check.

If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at 6420 Flying Cloud Dr., Ste. 100, Eden Prairie, MN 55344. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

D. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release CoreCivic of Tennessee, LLC, CoreCivic, Inc., and as applicable, each of their respective past, present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations and/or partnerships (defined as a corporation and/or partnership that is, directly or indirectly, under common control with CoreCivic of Tennessee, LLC and/or CoreCivic, Inc.), divisions, predecessors, successors, insurers, consultants, employee benefit plans and fiduciaries thereof, and affiliated organizations, and their respective successors and assigns of any of the foregoing persons/entities (the “Released Parties”) from all wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts, theories of liability and claims asserted in or contemplated by the Action and/or the claims that could have been asserted in the Action based on the facts ascertained or alleged in the Action, including without limitation, any and all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, and equitable or other relief based on the following categories: (a) any and all claims involving any alleged failure to pay the wages required by state or federal law; (b) any and all claims arising under state or federal law involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims arising under state or federal law involving any alleged failure to pay wages, including but not limited to any claim involving “off the clock” work, “rounding,” or the failure to pay for all time under the employer’s control; (d) any and all claims involving payment of wages based on CoreCivic’s defined workday or workweek; (e) any and all claims involving the failure to correctly calculate or include bonuses, other incentive pay, or compensation of any kind in the “regular rate” of pay or compensation; (f) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short, unprovided, on-duty, or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation; (g) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (h) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim of violation of Labor Code §§ 201 or 202, and any claim for waiting time penalties under Labor Code § 203; (i) any and all claims involving any alleged failure to reimburse for necessary business expenses under Labor Code §§ 2800 or 2802, including but not limited to any claim for the failure to provide and/or reimburse necessary business expenses; (j) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (k) any and all penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004 (collectively, the “Released Claims”). The Released Claims include, but are not limited to, all claims arising under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 432, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, 2699, 2699.3; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California common law of contract; and federal common law. The release excludes the release of claims not permitted by law (the “Released Claims”). The Released Claims cover the time period of March 1, 2019 through the date of Final Approval of the Settlement.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the settlement and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Claims Administrator. Your check will remain valid and negotiable for one hundred twenty (120) days from the date on which it is issued. After those one hundred eighty (120) days expire, the check will become void and your settlement amount will be deposited with the California Controller’s Unclaimed Property Fund in your name for future retrieval; *or*

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement. If you choose to be excluded, by no later than _____ (30 calendar days after mailing of this Notice), you must send a written request for exclusion, by mail, to the claims administrator, CAC Services located at 6420 Flying Cloud Dr. Ste. 100, Eden Prairie, MN 55344. In order to be considered valid, your request for exclusion *must* include your name, your address, a request for exclusion, and your signature. However, even if you choose Option B, you will still release the Released PAGA Claims and will receive payment from the PAGA settlement amount if you are deemed to be a PAGA Member.

C. You may object to the settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Twenty Five (25%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining seventy five percent (75%), which is allocated to penalties, interest and expenses. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Claims Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on _____, 2023, at _____ a.m., in Department C-72 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>. You should check the Court website for up-to-date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the settlement and telling the Court that you don't agree with the settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Rezkalla v. CoreCivic, Inc. et al.*, Case No. 37-2021-00045841-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number, your address, your telephone number, the specific reasons you object to the terms of the settlement, and your signature. Mail the objection to the Claims Administrator address at 6420 Flying Cloud Dr. Ste. 100, Eden Prairie, MN 55344 or fax to (888) 495-9746 on or before _____, 2023 (30 calendar days after mailing of this notice). A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2021-00045841-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you have any questions, you can call the Claims Administrator at (888) _____ or Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

SULLIVAN & YAECKEL LAW GROUP, APC
Eric K. Yaeckel [yaeckel@sullivanlawgroupapc.com]
Ryan T. Kuhn [ryan@sullivanlawgroupapc.com]
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 ; (619) 702-6761 FAX

ATTORNEYS REPRESENTING CORECIVIC, INC. and CORECIVIC OF TENNESSEE, LLC

Paul M. Gleason
Torey Joseph Favarote
GLEASON & FAVAROTE, LLP
4014 Long Beach Blvd., STE. 300
Long Beach, CA 90807
(213) 452-0510; (213) 452-0514 FAX

**PLEASE DO NOT CALL THE COURT, CORECIVIC, INC, CORECIVIC OF
TENNESSEE, LLC OR THEIR CORPORATE OFFICE, MANAGERS, NOR
CORECIVIC'S ATTORNEYS REGARDING THIS SETTLEMENT.**
