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Attorneys for Plaintiff ELIA REZKALLA, an individual, on behalf of himself and all others similarly situated.

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**

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Jeffrey D. Johnson, declare as follows:

1. I am the Vice President of CAC Services Group, LLC ("CAC"), located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not a party to the above-captioned action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. CAC provides a comprehensive range of class and collective action claims administration services. CAC has extensive experience in data processing and acting as third-party administrator in class and collective actions throughout the country.

1 3. CAC’s class and collective action administration services include: coordination of all
2 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
3 packets and claim forms; coordination with the U.S. Postal Service; database management; website
4 hosting and management; claims processing; fund management and distribution; and preparation
5 of reports describing notice programs and claims processing.

6 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
7 for this action and to date has provided the following services for the above-captioned action:
8

9 a. Develop and execute a notice program targeting potential Settlement Class members,
10 as defined in the Class Action Settlement Agreement (the “Settlement Agreement”):

11 i. Settlement Class Member Definition: all current and former
12 nonexempt employees of Defendants who were employed in
13 California between March 1, 2019 through January 1, 2023.

14 5. In regard to the notice program, CAC implemented the following notice plan:
15

16 a. Direct notice by first-class mail to all Settlement Class members whose names and
17 addresses were provided by Defendant.

18 6. To provide direct and timely notice by first-class mail, CAC performed the following:
19

20 a. On April 6, 2023, CAC received from Defendant an electronic list of one thousand
21 eighty-four (1,084) names and addresses of persons identified as potential Settlement
22 Class members as defined in Paragraph 4 above (the “Settlement Class Member List”).

23 The Settlement Class Member List was updated using the National Change of Address
24 system (NCOA), which updates the addresses for all persons who had moved in the
25 previous four years and who had filed a change of address with the U.S. Postal Service;

26 b. On April 19, 2023, the Notice of Class Action Settlement (the “Notice”) was printed,
27 personalized, and inserted into a #10 window envelope (the “Notice Packet”). The
28

template of the Notice is attached hereto as Exhibit "1";

7. In support of the direct mail Notice Packet, CAC had regular phone communications with Class Members calling CAC. In general, the purpose of these communications was to:

- a. Transcribe and fulfill the Notice Packet as requested; and
- b. Answer Settlement Class member questions about the Notice Packet.

8. As of the date of this Declaration, one (1) Notice Packet was returned to CAC by the U.S. Postal Service with a forwarding address. The Settlement Class Member List was subsequently updated with the new address and a Notice Packet was re-mailed to said Settlement Class member at the new address.

9. As of the date of this Declaration, forty-nine (49) Notice Packets have been returned to CAC by the U.S. Postal Service without forwarding addresses. For these Notice Packets, an address search was completed resulting in thirty-eight (38) new addresses. I caused the Settlement Class Member List to be updated with the new addresses from the address search results and a Notice Packet to be re-mailed to said Settlement Class members at each of these new addresses. Additionally, through phone correspondence or other correspondence, CAC continued to make a good faith effort to re-mail RFND mail leaving only eleven (11) Notice Packets that remain classified as undeliverable after various attempts to locate the current address for said Settlement Class members.

10. There is no claim form requirement in this case, so all individuals are included in the recovery and payment unless they file a Request for Exclusion.

11. As of the date of this Declaration, CAC has received no (0) Request for Exclusion.

12. As of the date of this Declaration, CAC has received no (0) objections.

13. Accordingly, there are one thousand eighty-four (1,084) total participating Class Members

14. It is my opinion that the above-described notice program and the Notice Packet are adequate and reasonable under the circumstances. They are consistent with standards previously employed by CAC in notification programs designed to reach known members of settlement groups or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant with the notice requirements established by California law, as well as the parties' Settlement Agreement and the prior Order of this Court.

15. Finally, if the settlement is finally approved by the Court, CAC will make all payment distributions from funds provided by Defendants in accordance with terms of the Settlement Agreement or as is otherwise ordered by the Court.

16. Currently, the average recovery for each participating class member is \$506.34. The highest recovery for any participating class member is \$1,003.07. The lowest recovery for any participating class member is \$1.02.

17. CAC's costs associated with the administration of this matter are \$11,580.20. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of June, 2023.

Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement

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
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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 \$548,870.41 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 <<ClassWeeks>> pay periods during the Class Period, which runs from March 1, 2019, through January 1, 2023. Your estimated class settlement amount is <<ClassAmount>>. 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, you worked <<PAGAPeriods>> pay periods during this PAGA Period. Your estimated PAGA settlement amount is <<PAGAAmount>>. 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 May 19, 2023, you must send a written request for exclusion, by mail, to the claims administrator, CAC Services Group, 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 June 30, 2023, at 1:30 p.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 May 19, 2023. 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 (866) 602-2260 or Class Counsel (see below for phone numbers.)

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