

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Jose Celaya (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant GLP Services, LLC (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina Tamiry of Lidman Law, APC (collectively, “Class Counsel”). Defendant is represented by Kevin Jackson of Foley & Lardner LLP.

On April 8, 2021, Plaintiff filed a Complaint against Defendant and Greenleaf Power, LLC in Riverside County Superior Court, in the matter entitled *Jose Celaya, as an individual and on behalf of all others similarly situated v. GLP Services, LLC, et al.* Case No. CVRI2101796 (the “Action”).

As a prerequisite to asserting a PAGA claim in this Action, on April 8, 2021, Plaintiff submitted to the California Labor and Workforce Development Agency (“LWDA”) a letter detailing the alleged wage and hour violations set forth in Plaintiff’s original Complaint (a true and correct copy of Plaintiff’s April 8, 2021 letter to the LWDA is attached hereto as **Exhibit A**).

On June 14, 2021, Plaintiff filed a First Amended Complaint in the Action alleging the following claims against Defendant and Greenleaf Power, LLC: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; and (e) failure to timely pay all wages upon termination. As a result of the foregoing alleged violations, Plaintiff contends that Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices pursuant to Business and Professions Code section 17200 that could have been premised on the facts, claims, causes of action or legal theories described above. Plaintiff also contends that Defendant is further liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) premised on the facts, claims, causes of action or legal theories described above.

On June 27, 2021, pursuant to a request by Plaintiff, the Court in the Action dismissed Greenleaf Power, LLC from the Action without prejudice.

Defendant denies all of Plaintiff’s claims.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class, aggrieved employees and the State of California. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt, hourly, employees of Defendant GLP Services, LLC who worked in California at any time between April 8, 2017 and the date of

preliminary approval (or the earlier date if Defendant exercises its right under Paragraph 4.D. to shorten the Class Period)).

For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of April 8, 2017 through the date of preliminary approval of this Settlement Agreement (or the earlier date if Defendant exercises its right under Paragraph 4.D. to shorten the Class Period).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

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

All current and former non-exempt, hourly, employees of Defendant GLP Services, LLC who worked in California at any time between April 8, 2020 and the date of preliminary approval (or the earlier date if Defendant exercises its right under Paragraph 4.D. to shorten the PAGA Period).

For purposes of this Settlement Agreement, the “PAGA Period” and release under the PAGA shall mean the time period between July 23, 2019 through the date of preliminary approval (or the earlier date if Defendant exercises its right under Paragraph 4.D. to shorten the PAGA Period).

3. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, Greenleaf Power, LLC and all of their past and present officers, directors, employees, and agents, (collectively the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Settlement Class members and Plaintiff will release all claims, demands, rights, liabilities and causes of action that were pled, or could reasonably have been pled based on the factual allegations, in any of the Complaints in the Action that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”).
- B. Unless otherwise provided herein, the time period for the release of the Released Claims shall be the same time period as the Class Period.

- C. PAGA Release: Plaintiff on behalf of himself and the State of California, will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 for penalties that could have been sought by the California Labor Commissioner against the Released Parties as alleged in Plaintiff's April 8, 2021 letter to the LWDA (attached hereto as Exhibit A) and to the extent alleged in the operative complaint in the Action based on the: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; and (e) failure to timely pay all wages due upon separation of employment that occurred during the PAGA Period (collectively, "PAGA Released Claim"). The PAGA Period and the time period of the PAGA Released Claims is defined as the time period July 23, 2019 through the date the Court enters the order granting preliminary approval (or the earlier date if Defendant exercises its right under Paragraph 4.D. to shorten the PAGA Period). The Parties expressly acknowledge that the release on behalf of the State of California will extinguish any and all claims for penalties that the State of California could have brought on behalf of the PAGA Employees, and that the PAGA Employees therefore will, after judgment is entered in this Action following final approval of the Settlement, be barred by the doctrines of res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at issue in the in the operative complaint and as alleged in Plaintiff's April 8, 2021 letter to the LWDA, whether brought on an individual, representative, or collective basis.
- D. Plaintiff's Release: In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:
- A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**
- E. Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement Agreement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims; and (ii) rights or claims arising out of this Settlement Agreement. This Settlement Agreement in no way affects benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.
- F. The releases identified herein shall be null and void if the Gross Settlement Amount is not fully funded.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (unless such Gross Settlement Amount is increased pursuant to Paragraph 4.D below) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.
- B. The Gross Settlement Amount shall be paid by Defendant and deposited with the Settlement Administrator within 30 days of the Effective Date. The term “Effective Date” refers to the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Superior Court of California for the County of Riverside, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
- C. This is a **non-reversionary** settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Six Thousand Nine Hundred Fifty Dollars and Zero Cents (\$6,950.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff’s Class Representative Service Award, in recognition of his contributions to the Action, his service to the Settlement Class, his general release of all claims against Defendant, and his waiver under section 1542 of the Civil Code;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees (including one-third of any increase the Gross Settlement Amount pursuant to Paragraph 4.D) below, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

D. Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

E. **Unexpected Workweeks/Escalator Clause.** Defendant represents that there are an estimated 12,065 workweeks during the Class Period as of April 29, 2022. If the number of workweeks during the Class Period is more than 15% greater than this figure (*i.e.*, if there are 13,875 or more workweeks worked by the Settlement Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis by the amount by which it exceeds 15% (*i.e.*, if there was a 16% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). If this escalator clause is triggered and the more than 15% increase is reached prior to preliminary approval, Defendant has the option of ending the Class Period and the PAGA Period on the date on which the workweeks reach 13,874 in lieu of being required to increase the Gross Settlement Amount.

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

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

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period.

- C. PAGA Amount: Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each Settlement Class Member (including those who opt-out) who was employed by Defendant at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked as a non-exempt employee during this time period. Each PAGA Employee who worked during this time period shall receive a portion of the PAGA Amount, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee’s number of workweeks worked as a non-exempt, hourly employee during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Employees as non-exempt, hourly employees during the PAGA Period.
- D. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel.
- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: seventy-five percent (75%) as wages; and twenty-five percent (25%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.

6. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the Gross Settlement Amount, which is currently estimated to be Two Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$266,666.67) (unless the Gross Settlement Amount is increased pursuant to Paragraph 4.D

above, in which case the attorneys' fees shall increase accordingly). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time and risk in prosecuting this case, his service to the Settlement Class, his general release of all claims against Defendant, and his waiver under section 1542 of the Civil Code. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

8. **Settlement Administrator.** Defendant will not object the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Six Thousand Nine Hundred Fifty Dollars and Zero Cents (\$6,950.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Within 30 calendar days after execution of this Settlement Agreement by all Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore, and Elizabeth Nguyen of Lidman Law, APC as Class Counsel.
- C. Appointing Jose Celaya as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the (i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Dispute

Regarding Notice of Settlement; (iii) Request for Exclusion Form; and (iv) Objection Form, drafts of which are attached hereto as **Exhibits B through E, respectively**), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

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

- A. Within twenty (20) calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the number of workweeks worked (or information allowing the Settlement Administrator to calculate same) as an hourly, non-exempt employee by each Settlement Class member while employed during the Class Period and PAGA Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within fourteen (14) calendar days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) calendar days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) calendar days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion Form, a proposed

draft of which is attached hereto as **Exhibit D** (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Unless otherwise provided for in this Settlement Agreement, any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. The Parties agree there is no statutory or other right for any PAGA Employees to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A PAGA Employee who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount and be bound by the PAGA Release.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
- E. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by completing the Objection Form, the proposed version of which is attached hereto as **Exhibit E** and submitting to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel). Class Counsel shall file any objections with the Court. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence,

declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections.

- F. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award and the Settlement Class member's number of workweeks worked during the Class Period, and number of workweeks worked during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information and to submit a Dispute using the form attached hereto as **Exhibit C**, which shall be part of the Notice Packet mailed to Settlement Class members. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- G. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified before the Response Deadline, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Revocation Option for Defendant.** If more than ten percent (10%) of the Settlement Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of a greater than ten (10%) opt-out rate. If the option

to rescind is exercised, then Defendant shall be solely responsible for all costs of the settlement administration accrued to that point.

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

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

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

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

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

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Attorneys' Fees:** In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

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

if to Defendant: Kevin Jackson of Foley & Lardner LLP, 11988 El Camino Real, Ste 400, San Diego, CA 92130; kjackson@foley.com

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

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

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

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

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

DATED:

DEFENDANT GLP SERVICES, LLC

By: _____
Its: _____

DATED: Jul 7, 2022

PLAINTIFF JOSE CELAYA

By: 
Jose celaya (Jul 7, 2022 17:21 PDT)

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:


DATED:

FOLEY & LARDNER LLP

Kevin Jackson,
Attorney for GLP SERVICES, LLC

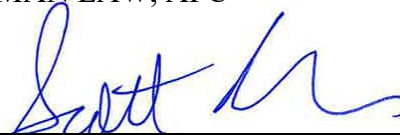
DATED: July 7, 2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff JOSE CELAYA

DATED: July 7, 2022

LIDMAN LAW, APC

By: 
Scott M. Lidman
Attorneys for Plaintiff JOSE CELAYA

DATED:

DEFENDANT GLP SERVICES, LLC



By: Greg Cook
Its: President/CEO

DATED:

PLAINTIFF JOSE CELAYA

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: July 8, 2022

FOLEY & LARDNER LLP



Kevin Jackson,
Attorney for GLP SERVICES, LLC

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff JOSE CELAYA

DATED:

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff JOSE CELAYA

EXHIBIT A

EXHIBIT A

LIDMAN LAW

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April 8, 2021

VIA LWDA WEBSITE

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

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

GREENLEAF POWER LLC
2600 Capitol Avenue #430
Sacramento, CA 95816

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

GLP SERVICES LLC
2600 Capitol Avenue #430
Sacramento CA 95816

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

GREENLEAF POWER LLC
c/o Erin Upchurch of Cogency Global Inc.,
Agent for Service of Process
1325 J Street Suite 1550
Sacramento, CA 95814

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

GLP SERVICES LLC
c/o Erin Upchurch of Cogency Global Inc.,
Agent for Service of Process
1325 J Street, Suite 1550
Sacramento, CA 95814

Re: *Jose Celaya v. GLP Services LLC, et al*

To Whom It May Concern:

Please be advised that this law firm represents Jose Celaya in claims arising from his employment with GLP Services LLC, a Delaware limited liability company and Greenleaf Power LLC, a Delaware limited liability company (collectively, “Defendants”). Mr. Celaya is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California (including employees who worked for Defendants through a staffing agency) who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Mr. Celaya, a former employee, was employed by Defendants as a non-exempt employee from on or about July 1, 2019 through approximately December 20, 2019, at which time he began a medical leave of absence. Mr. Celaya believes and thereon alleges that in or around December 2020, Defendants terminated his employment. During his employment, Mr. Celaya worked at Defendants’ facility in

Mecca, California. Mr. Celaya worked as a Heavy Equipment Operator and his primary job responsibilities, included without limitation, loading and unloading wood from the trucks. As a result of Defendants not paying Mr. Celaya all of his minimum and overtime wages and meal and rest period premiums, he was not paid all of his wages owed at the time of his termination in December 2020. Therefore, Mr. Celaya suffered a Labor Code section 203 violation during the one year immediately preceding the date of this letter.

Moreover, in *Huff v. Securitas Security Services* 23 Cal. App. 5th 745, 757 (2018), the court held employees may bring suits under the PAGA for Labor Code violations not personally affecting the named employees, as long as other employees experienced the violations. As such, because Mr. Celaya suffered a violation of Labor Code section 203 within the past year, he seeks to represent the other non-exempt employees and their claims for Labor Code violations related to not being properly compensated for all of their hours worked and were not provided all meal and rest periods during the one year immediately preceding the date of this letter.

Specifically, Defendants required Mr. Celaya and other non-exempt employees to complete pre-shift tasks including, without limitation, getting a radio with a charged battery, having on their safety gear including glasses, earplugs and face mask, servicing the machines, and going to the control room. It typically took Mr. Celaya and the other non-exempt employees about 20 minutes to complete their pre-shift tasks and Defendants did not compensate them for this time. Further, at the beginning of shifts, there was a handoff between the employee coming on and the employee leaving. The time during the handoff was also not compensated for the employee coming on. As a result, Defendants failed to pay Mr. Celaya and other non-exempt employees all required minimum and overtime wages.

During the relevant time period, Defendants would keep track of Mr. Celaya's and the non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendants was not even-handed over time and would almost exclusively round and shave in Defendants' favor such that Mr. Celaya and the other non-exempt employees were routinely unpaid for their time worked. As a result, Defendants failed to pay Mr. Celaya and the other non-exempt employees all required minimum and overtime wages.

Further, during the relevant time period, Mr. Celaya and the other non-exempt employees often worked in excess of eight hours per workday and/or forty hours per workweek, but did not receive proper overtime compensation equal to one and one-half time their regular rate of pay for all overtime hours worked. Specifically, Defendants paid Mr. Celaya and the other non-exempt employees bonuses and/or other forms of pay not properly excludable as a matter of law when calculating their regular rate of pay (hereinafter referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Mr. Celaya and other aggrieved employees, Defendants failed to include the Incentive Pay when calculating their regular rate of pay for purposes of overtime, thereby causing Mr. Celaya and the other non-exempt employees to be underpaid for all their required overtime wages.

Throughout the relevant time period, Mr. Celaya and the non-exempt employees were not provided all required meal periods due to Defendants' meal period policies and practices which fail to provide uninterrupted, duty-free 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, Mr. Celaya and the other non-exempt employees were not provided uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work. Mr. Celaya

and the other non-exempt employees were often unable to take a legally compliant first meal period because of the heavy work demands imposed by Defendants which prevented them from taking legally compliant meal periods as his meal periods were often late, short, or otherwise unlawful. Defendants' meal period policy is also silent as to the timing of the meal periods. Additionally, upon information and belief, as a result of Defendants' rounding policies and practices, Defendants rounded their meal periods in violation of California law. As a result, Defendants' failed to provide Mr. Celaya and the other non-exempt employees all legally required meal periods.

Further, Defendants' meal period policies and practices fail to provide Mr. Celaya and the other non-exempt employees a second meal period for shifts over 10.0 hours. Specifically, during his onboarding, Defendants pressured him to sign a meal period waiver by threatening his employment. Therefore, Mr. Celaya had no other option but to sign in order to work for Defendants. As a result, when Mr. Celaya and the other non-exempt employees worked in excess of 10.0 hours, they were not provided with a second duty-free 30-minute meal period in violation of California law.

Although Mr. Celaya and the other non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

In addition, throughout the relevant time period, Mr. Celaya and the other non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, as a result of the work demands imposed by Defendants, Mr. Celaya and the other non-exempt employees were often not authorized and permitted to take their rest periods. Indeed, as a result of not being authorized and permitted to take all legally required rest periods, Mr. Celaya was hospitalized twice for dehydration. Additionally, Defendants mandated that any employee who wanted to leave the premises during work hours would have to clock out and not be paid for such time. Thus, in essence, in order to be paid for rest periods (as required by law), Mr. Celaya and the other non-exempt employees essentially were required to remain on the premises during their rest periods. Because Defendants' rest period policy or practice requires employees to remain on the work premises during rest periods, Defendants' rest period policy fails to relinquish control over how their aggrieved employees spend their time during rest periods in violation of California law.

On those occasions when Mr. Celaya and the other non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

As a result, Defendants failed to provide their non-exempt employees with accurate, itemized wage statements, in violation of Labor Code section 226.

As a further result of Defendants' failure to pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed to pay all wages owed to Mr. Celaya and the other aggrieved employees upon their separation of employment from Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”):

Minimum Wage Violations

Defendants were required to pay their aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 1, § 4. The aggrieved employees were not paid for all hours worked due to Defendants’ timekeeping and compensation practices. As alleged above, Defendants caused their aggrieved employees to work hours in a workweek but did not properly compensate their aggrieved employees at least minimum wages for all such hours, due to Defendants’ unlawful timekeeping practices of rounding and/or shaving their time worked. Additionally, Defendants did not compensate their aggrieved employees for their pre-shift tasks. These practices by Defendants resulted in Defendants not paying the aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendants were required to pay their aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendants had a policy/practice of shaving their aggrieved employees’ work time and/or rounding their work time such that they were not fully paid for all time worked. Additionally, Defendants did not compensate their aggrieved employees for the time related to their pre-shift tasks. Defendants also failed to include the Incentive Pay in their regular rate for purposes of overtime. As a result of these policies/practices, the aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendants failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, as a result of the work demands imposed by Defendants, Defendants provided late, short, or otherwise unlawful meal periods to their non-exempt employees. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although the aggrieved employees were not provided with all legally-compliant meal periods to which they were

entitled, Defendants failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendants also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. Specifically, Defendants required the non-exempt employees to remain on the work premises during their rest periods, resulting in Defendants failing to relinquish control over how employees spend their time during rest periods in violation of California law. Further, as a result of the work demands imposed by Defendants, the aggrieved employees were often not authorized and permitted to take all legally required rest periods. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

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

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Mr. Celaya and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants’ failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

Pursuant to *Huff v. Securitas Security Services*, and as an “aggrieved employee,” Mr. Celaya will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Celaya’s own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay the aggrieved employees all overtime compensation earned;
- b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay the aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to the aggrieved employees;
- d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to the aggrieved employees;
- e) Defendants violated Labor Code § 226 by failing to furnish the aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendants violated Labor Code § 204 by failing to pay the aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of the aggrieved employees; and
- h) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Celaya and other aggrieved employees.

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

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT B

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JOSE CELAYA, as an individual and on behalf of
others similarly situated,

Plaintiff,

vs.

GLP SERVICES, LLC., a Delaware corporation; and
Does 1 through 100,

Defendants.

Case No. CVRI2101796

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

To: All current and former non-exempt, hourly employees who have worked for Defendant GLP Services, LLC (“Defendant” or “GLP”) in California during the time period of April 8, 2017, through [insert end date of Class Period]. Collectively, these employees will be referred to as “Settlement Class members.”

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

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Jose Celaya v. GLP Services, LLC*, Riverside County Superior Court Case No. CVRI2101796 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. GLP’s records show that you were employed at GLP as a non-exempt, hourly employee in California between August 8, 2017 and [insert end date of Class Period] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

Plaintiff Jose Celaya (“Plaintiff”) brought this Lawsuit against GLP seeking to assert claims on behalf of a class of current and former non-exempt, hourly employees who worked for GLP in California at any time beginning August 8, 2017. Plaintiff Jose Celaya is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that GLP failed to pay Settlement Class members all minimum wages, overtime wages, and all wages owed upon termination, and failed to provide to Settlement Class members all required meal and rest breaks. As a result of the foregoing alleged violations, Plaintiff also alleges that GLP engaged in unfair business practices and is liable for civil penalties.

GLP asserts that it has complied with California law at all times. GLP denies that it has done anything wrong, and says that all non-exempt, hourly employees in the class were properly compensated for all hours worked, were provided with meal and rest breaks, did take meal and rest breaks as required by law, and timely paid all wages at separation. GLP denies that any unlawful policy or practice exists as to the above claims. GLP further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of GLP, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, GLP has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement after conducting an investigation of the facts and applicable law. Among the reasons for support are the defenses to liability potentially available to GLP, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

The Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final hearing.

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

Who are the Attorneys?

<p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p>LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com</p> <p>HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com</p>	<p>Attorneys for Defendant:</p> <p>FOLEY & LARDNER LLP Kevin Jackson kjackson@foley.com 11988 El Camino Real, Suite 400 San Diego, California 92130-2594 Tel: (858) 847-6374 Fax: (858) 792-6773 www.foley.com</p> <p>*PLEASE DO NOT CONTACT THE COURT, OR GLP'S ATTORNEYS ABOUT THIS NOTICE.</p>
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for GLP in California at any time from April 8, 2017 through [insert end date of Class Period]. Settlement Class members who do not opt out

of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against GLP as described below.

GLP has agreed to pay \$800,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representative’s Service Award. GLP’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by GLP separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,950.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$266,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$50,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$446,383.33, to be shared among up to an estimated 97 Settlement Class members. The NSA will be divided as follows:

Each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class members who worked during the Class Period.

In addition, the PAGA Amount will be allocated as follows. Each Settlement Class member who was employed by GLP at any time from April 8, 2020 through [insert end date of Class Period], shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period of April 8, 2020 through [insert end date of Class Period], and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the

Settlement Class members' number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Settlement Class members during this time period.

The estimate of the likely Individual Settlement Payment to the average Settlement Class Member is \$ [REDACTED], and the estimate of the range of possible Individual Settlement Payments is from approximately \$ [REDACTED] to \$ [REDACTED].

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a completed, valid and timely Request for Exclusion form (described in more detail below). In addition, if the Court grants final approval of the Settlement, each Settlement Class members' share of the PAGA Amount will be mailed to all Settlement Class members who were employed by GLP at any time from April 8, 2020 to [insert end date of Class Period].

Payment by GLP of Gross Settlement Amount. The Gross Settlement Amount shall be paid by GLP and deposited with the Settlement Administrator within 30 days of the Effective Date. The term "Effective Date" refers to the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Superior Court of California for the County of Riverside, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

Within ten (10) calendar days following GLP's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: Seventy Five Percent (75%) as penalties and interest; and Twenty Five Percent (25%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms 1099 for the amounts allocated as penalties and interest and IRS Forms W-2 for amounts deemed "wages." Settlement Class members are responsible for the proper income tax treatment of the Settlement award. The Settlement Administrator, GLP and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release GLP, Greenleaf Power, LLC and all of their past and present officers, directors, employees, and agents (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (e) failure to timely pay wages upon termination of employment; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. (collectively, the "Released Claims"). The time period of the Settlement Class Members' Release shall be the same time period as the Class Period.

Release of PAGA. Plaintiff on behalf of himself and the State of California, will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 for penalties that could have been sought by the California Labor

Commissioner against the Released Parties as alleged in Plaintiff's April 8, 2021 letter to the LWDA and to the extent alleged in the operative complaint in the Lawsuit based on the: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; and (e) failure to timely pay all wages due upon separation of employment that occurred during the PAGA Period (collectively, "PAGA Released Claim"). The release on behalf of the State of California will extinguish any and all claims for penalties that the State of California could have brought on behalf of the PAGA Employees, and that the PAGA Employees therefore will, after judgment is entered in this Action following final approval of the Settlement, be barred by the doctrines of res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at issue in the operative complaint and as alleged in Plaintiff's April 8, 2021 letter to the LWDA, whether brought on an individual, representative, or collective basis.

Plaintiff and Settlement Class members who were employed by GLP in California at any time from April 8, 2017 through [insert end date of Class Period], will not have the opportunity to opt out or object to the PAGA Amount, as described below in section 4.C.5, and/or opt-out or object to the PAGA Released Claim, although the release of PAGA claims will be subject to Court approval.

The releases identified herein shall be null and void should the Settlement not be fully funded.

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

How can I claim money from the Settlement?

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

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, and the number of workweeks worked during the period of April 8, 2020 through [insert end date of Class Period]. The information contained in GLP's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Dispute Regarding Notice of Settlement Award. If you disagree with the information in your Dispute Regarding Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the enclosed "Request for Exclusion" form and sending the completed "Request for Exclusion" form to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>> postmarked no later than <<RESPONSE DEADLINE>>. To be valid, the Request for Exclusion **must** be completely filled out and signed. However, you cannot exclude yourself from the PAGA Amount discussed herein.

Any person who mails a timely and valid Request for Exclusion form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of

the Settlement, and shall receive no benefits from the Settlement (aside from a portion of the PAGA Amount if the person was employed by GLP between April 8, 2020 and **insert end date of Class Period**). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the enclosed “Objection” form and mail it to the Settlement Administrator. To be valid, the Objection form **must** be completely filled out and signed. Written objections must be postmarked on or before **<<RESPONSE DEADLINE>>**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 6 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Jose Celaya v. GLP Services, LLC*, Riverside County Superior Court Case No CVRI2101796.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the Court’s social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court’s website: www.riversidecourts.ca.gov.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 6 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. The Court will also be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses and the Enhancement Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members, except the Settlement Administrator will provide notice to any Settlement Class members who have submitted a timely objection. **You have the right to attend the Final Approval Hearing but are not required to do so. If you attend the hearing and/or retain your own separate attorney, it will be at your own expense.**

Any Settlement Class member who elects to appear personally at the Court for any reason related to this Action must comply with the Court’s social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court’s website: www.riversidecourts.ca.gov.

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

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court’s files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information or contact the Settlement Administrator.

You may also access the Court's electronic case file with the following steps; Go to <https://www.riverside.courts.ca.gov/>; (ii) Click on the "Online Services" tab; (iii) Click on the "Search Court Records" option; (iv) in the "Civil, Small Claims, and Unlawful Detainer (Eviction) Case Information" drop down, click the green button "Search Court Records"; (v) click the button "Riverside Superior Court Public Portal"; (vi) click "Case Number Search"; (vii) in the Case Type box enter "CVRI," and in the Case Number box enter "2101796"; and (v) once on the case page, you can view the schedule of upcoming hearings and other information about the case

You may also obtain a copy of the Settlement by requesting a copy from the Settlement Administrator or by accessing the Court's electronic file as explained above, locate the entry for the "Compendium of Declarations Filed Concurrently with Plaintiff's Motion for Preliminary Approval Filed" on [REDACTED], locate the Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval attached to the Compendium as Exhibit 1, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Settlement will be attached as Exhibit 1 to Mr. Lidman's Declaration.

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

REMINDER AS TO TIME LIMITS

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

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

EXHIBIT C

EXHIBIT C

DISPUTE REGARDING NOTICE OF SETTLEMENT AWARD

JOSE CELAYA V. GLP SERVICES, LLC, ET AL.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC1904062

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to the records of GLP Services, LLC ("GLP"):

(a) you worked for GLP for [] workweeks during the period of April 8, 2017 to [];

(b) and

(c) you worked for GLP for [] workweeks during the period of April 8, 2020 to [].

Based on the above, your Individual Settlement Payment is estimated to be \$ [].

(IV) If you disagree with items (a)-(b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from GLP's records, GLP's records will control unless you are able to provide documentation that establishes that GLP's records are mistaken. If there is a dispute about whether GLP's information or your information is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. The Settlement Administrator's decision regarding any dispute will be final.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT D

EXHIBIT D

REQUEST FOR EXCLUSION FORM

Jose Celaya v. GLP Services, LLC, et al.
Superior Court of California, County of Riverside, CVRI2101796

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Jose Celaya v. GLP Services, LLC, et al.*, Riverside County Superior Court Case No. CVRI2101796, and that I received notice of the Settlement, and that I do not want to participate and do not want to receive money from the Settlement.

Please note: Any person who submits this form will not receive a settlement payment, aside from a portion of the PAGA Amount if the person was employed by GLP Services, LLC between April 8, 2020 and [REDACTED].

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____,
AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

Jose Celaya v. GLP Services, LLC, et al.
Settlement Administrator
c/o _____

EXHIBIT E

EXHIBIT E

