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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE



NOV 14 2022

G. ZAMBRANO

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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
24 **FOR THE COUNTY OF RIVERSIDE**

25 JOSE CELAYA, as an individual and on behalf  
26 of all others similarly situated,  
27  
28 Plaintiff,

vs.

GLP SERVICES LLC, a Delaware limited  
liability company; GREENLEAF POWER LLC,  
a Delaware limited liability company; and DOES  
1 through 100, inclusive,  
Defendants.

Case No. CVRI2101796

[Assigned to the Honorable Harold W. Hopp in  
Dept. 10]

**~~AMENDED PROPOSED~~ ORDER  
GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

Date: November 1, 2022  
Time: 8:30 a.m.  
Dept.: 10

Complaint Filed: April 8, 2021  
Trial Date: None Set

1 The Motion of Plaintiff Jose Celaya (“Plaintiff”) for Preliminary Approval of Class Action  
2 Settlement (“Motion”) came on regularly for hearing before this Court on November 1, 2022 at 8:30  
3 a.m. in Department 10 based upon the terms and conditions set forth in the Stipulation of Class Action  
4 and PAGA Settlement (the “Settlement”), a copy of which is attached as **Exhibit 1** to the Declaration  
5 of Scott M. Lidman in Support of Plaintiff’s Motion for Preliminary Approval of Class Action  
6 Settlement.

7 The Court fully reviewed the Motion for Preliminary Approval; Memorandum of Points and  
8 Authorities in support thereof; supporting declarations filed therewith; the Settlement and all exhibits  
9 thereto, including the following documents:

- 10 1. A revised Notice of Pendency of Class Action and Proposed Settlement, a copy of which  
11 is attached hereto as **Exhibit A**<sup>1</sup>;
- 12 2. Dispute Regarding Notice of Settlement Award, a copy of which is attached hereto as  
13 **Exhibit B**;
- 14 3. Request for Exclusion Form, a copy of which is attached hereto as **Exhibit C**; and
- 15 4. The Objection Form, a copy of which is attached hereto as **Exhibit D**.

16 As such, and good cause appearing, the Court HEREBY ORDERS THE FOLLOWING:

17 1. The Court GRANTS preliminary approval of the class action settlement as set forth in  
18 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately  
19 could be granted approval by the Court at a hearing on Plaintiff’s Motion for Final Approval of Class  
20 Action Settlement. For purposes of the Settlement, the Court finds that the proposed Settlement Class  
21 is ascertainable and that there is a sufficiently well-defined community of interest among the members  
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24 <sup>1</sup> Pursuant to the Court’s ruling on November 1, 2022, the Parties were to make the following changes to the  
25 Class Notice:

- 26 • Notice about where to find information about the settlement does not include the full title and filing date  
either of the settlement agreement or the declaration or other document to which the agreement was  
attached was filed (CMO G(5)(f))
- 27 • Notice does not describe what PAGA is, who is an aggrieved employee and that the recipient may neither  
object nor opt out of the PAGA Settlement. CMO G(5)(f)

28 A redlined version of the revised Class Notice is attached as **Exhibit E**. A clean version with the changes  
accepted is attached as **Exhibit A**.

1 of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court  
2 grants conditional certification of the following Settlement Class:

3 All current and former non-exempt, hourly, employees of Defendant GLP  
4 Services, LLC who worked in California at any time between April 8, 2017 and  
5 the date of preliminary approval (or the earlier date if Defendant exercises its  
rights under Paragraph 4.E.<sup>2</sup> to shorten the Class Period).

6 2. For purposes of the Settlement, the Court designates named Plaintiff Jose Celaya as  
7 Class Representative, and designates Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman  
8 Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

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

11 4. The Court approves, as to form and content, the Notice of Pendency of Class Action  
12 and Proposed Settlement, Dispute Regarding Notice of Settlement Award, Request for Exclusion  
13 Form, and Objection Form.

14 5. The Court finds the mailing of the Notice of Pendency of Class Action and Proposed  
15 Settlement, Dispute Regarding Notice of Settlement Award, Request for Exclusion Form, and  
16 Objection Form constitutes the best notice practicable under the circumstances, and constitute valid,  
17 due, and sufficient notice to all members of the Settlement Class. The form and method of giving  
18 notice complies fully with the requirements of California Code of Civil Procedure section 382,  
19 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and  
20 United States Constitutions, and other applicable law.

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24 <sup>2</sup> Defendant represents that there are an estimated 12,065 workweeks during the Class Period as of April 29,  
25 2022. If the number of workweeks during the Class Period is more than 15% greater than this figure (*i.e.*, if  
26 there are 13,875 or more workweeks worked by the Settlement Class Members during the Class Period),  
27 Defendant agrees to increase the Gross Settlement Amount on a proportional basis by the amount by which it  
28 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. Settlement, ¶ 4.E.

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

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

8           8.       The Court directs the Settlement Administrator to mail the Notice Packet (which is  
9 comprised of the (i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Dispute  
10 Regarding Notice of Settlement Award; (iii) Request for Exclusion Form; and (iv)  
11 Objection Form) to all of the Class members in accordance with the terms of the Settlement. Any  
12 Dispute Regarding Notice of Settlement Award, Request for Exclusion or Objection shall be submitted  
13 directly to the Settlement Administrator and not filed with the Court. Upon receipt of any Dispute  
14 Regarding Notice of Settlement Award, Request for Exclusion or Objection, the Settlement  
15 Administrator shall forward copies of every Dispute Regarding Notice of Settlement Award, Request  
16 for Exclusion and Objection to counsel for all parties. The Settlement Administrator shall file a  
17 declaration concurrently with the filing of the Motion for Final Approval of Class Action Settlement  
18 with information about, including authenticating a copy of, every Dispute Regarding Notice of  
19 Settlement Award, Request for Exclusion and Objection received by the Settlement Administrator.  
20 The Settlement Administrator shall give notice to any objecting Settlement Class member of any  
21 continuance of the hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

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

24           10.      The hearing on Plaintiff's Motion for Final Approval of Class Action Settlement on the  
25 question of whether the Settlement should be finally approved as fair, reasonable, and adequate is  
26 scheduled in Department 10 of this Court, located at 4050 Main Street, Riverside, California 92501 on  
27 March 14, 2023 at 8:30 a.m.

28           11.      At the hearing on Plaintiff's Motion for Final Approval of Class Action Settlement, the

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

7 12. Counsel for the parties shall file memoranda, declarations, or other statements and  
8 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation  
9 expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for  
10 PAGA penalties prior to the hearing on Plaintiff's Motion for Final Approval of Class Action  
11 Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of  
12 Court.

13 13. An implementation schedule is below:

<b>Event</b>	<b>Date</b>
Defendants to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Information from Defendants
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court days before the hearing on Plaintiff's Motion for Final Approval of Class Action Settlement
Proposed Hearing on Plaintiff's Motion for Final Approval of Class Action Settlement:	March 14, 2023 at 8:30 a.m. in Dept. 10

22 14. Pending the hearing on Plaintiff's Motion for Final Approval of Class Action  
23 Settlement, all proceedings in this action, other than proceedings necessary to carry out or enforce the  
24 terms and conditions of the Settlement and this Order, are stayed.

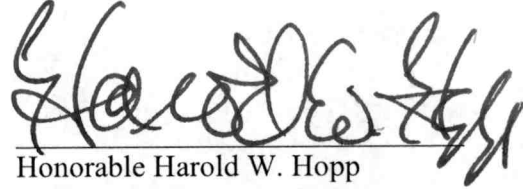
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1           15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
2 connection with the administration of the Settlement which are not materially inconsistent with either  
3 this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: 11/14, 2022



Honorable Harold W. Hopp  
Judge of the Superior Court

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**EXHIBIT A**

**EXHIBIT A**

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 April 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 April 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.

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state’s labor law enforcement agencies. By acting as a private attorney general, an “aggrieved employee” who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state’s Labor and Workforce Development Agency (“LWDA”), and the



remaining 25% of penalties are distributed evenly among all aggrieved employees. Here, for purposes of Settlement, PAGA Employees is defined as: 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.

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><b>LIDMAN LAW, APC</b> Scott M. Lidman <a href="mailto:slidman@lidmanlaw.com">slidman@lidmanlaw.com</a> Elizabeth Nguyen <a href="mailto:enguyen@lidmanlaw.com">enguyen@lidmanlaw.com</a> Milan Moore <a href="mailto:mmoore@lidmanlaw.com">mmoore@lidmanlaw.com</a> 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 <a href="http://www.lidmanlaw.com">www.lidmanlaw.com</a></p> <p><b>HAINES LAW GROUP, APC</b> Paul K. Haines <a href="mailto:phaines@haineslawgroup.com">phaines@haineslawgroup.com</a> 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350</p>	<p>Attorneys for Defendant:</p> <p><b>FOLEY &amp; LARDNER LLP</b> Kevin Jackson <a href="mailto:kjackson@foley.com">kjackson@foley.com</a> 11988 El Camino Real, Suite 400 San Diego, California 92130-2594 Tel: (858) 847-6374 Fax: (858) 792-6773 <a href="http://www.foley.com">www.foley.com</a></p> <p><b>*PLEASE DO NOT CONTACT THE COURT, OR GLP'S ATTORNEYS ABOUT THIS NOTICE.</b></p>
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Fax: (424) 292-2355 www.haineslawgroup.com	
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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 (including those who opt-out) who was employed by GLP at any time from April 8, 2020 through [insert end date of Class Period] ("PAGA Employees"), 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 \$ \_\_\_\_\_, and the estimate of the range of possible Individual Settlement Payments is from approximately \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

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 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 PAGA Employees, will not have the opportunity to opt out or object to the PAGA Amount, as described above, 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 March 14, 2023 at 8:30 a.m. in Department 10 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 as other orders related to COVID-19. All such rules and orders can be located at the Court’s website: [www.riversidecourts.ca.gov](http://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 March 14, 2023 at 8:30 a.m., 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 as other orders related to COVID-19. All such rules and orders can be located at the Court’s website: [www.riversidecourts.ca.gov](http://www.riversidecourts.ca.gov).

The Court’s final judgment will be posted on the Settlement Administrator’s website ([http://www.\\_\\_\\_\\_\\_.com](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 with Plaintiff's Motion for Preliminary Approval of Class Action Settlement" filed on September 15, 2022, locate the Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval attached to the Compendium as Exhibit A, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Stipulation of Class Action and PAGA Settlement is 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 B**

**EXHIBIT B**

**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 C**

**EXHIBIT C**

**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 \_\_\_\_\_.**

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 D**

**EXHIBIT D**

**OBJECTION FORM**

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

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE  
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *Jose Celaya v. GLP Services, LLC, et al.* you must complete all steps listed in 1-4 below.

You are not required to appear in Court in order to object to the Settlement but may appear if you wish to do so.

1. Provide the following information:

Your Name (Please Print): \_\_\_\_\_  
(First) (Middle) (Last)

Your Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

2. Describe your objection to the Settlement (please attach additional documents if you need more space):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Date and sign this form below:

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

4. **MAIL A COPY OF THIS COMPLETED FORM TO THE SETTLEMENT ADMINISTRATOR  
AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN**

\_\_\_\_\_.

*Jose Celaya v. GLP Services, LLC, et al.*  
Settlement Administrator  
c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT E**

**EXHIBIT E**

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 I 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~~ April 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~~ April 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.

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state's labor law enforcement agencies. By acting as a private attorney general, an "aggrieved employee" who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state's Labor and Workforce Development Agency ("LWDA"), and the

remaining 25% of penalties are distributed evenly among all aggrieved employees. Here, for purposes of Settlement, PAGA Employees is defined as: 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.

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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><b>LIDMAN LAW, APC</b> Scott M. Lidman <a href="mailto:slidman@lidmanlaw.com">slidman@lidmanlaw.com</a> Elizabeth Nguyen <a href="mailto:enguyen@lidmanlaw.com">enguyen@lidmanlaw.com</a> Milan Moore <a href="mailto:mmoore@lidmanlaw.com">mmoore@lidmanlaw.com</a> 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 <a href="http://www.lidmanlaw.com">www.lidmanlaw.com</a></p> <p><b>HAINES LAW GROUP, APC</b> Paul K. Haines <a href="mailto:phaines@haineslawgroup.com">phaines@haineslawgroup.com</a> 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350</p>	<p>Attorneys for Defendant:</p> <p><b>FOLEY &amp; LARDNER LLP</b> Kevin Jackson <a href="mailto:kjackson@foley.com">kjackson@foley.com</a> 11988 El Camino Real, Suite 400 San Diego, California 92130-2594 Tel: (858) 847-6374 Fax: (858) 792-6773 <a href="http://www.foley.com">www.foley.com</a></p> <p><b>*PLEASE DO NOT CONTACT THE COURT, OR GLP'S ATTORNEYS ABOUT THIS NOTICE.</b></p>
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Fax: (424) 292-2355 www.haineslawgroup.com	
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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 (including those who opt-out) who was employed by GLP at any time from April 8, 2020 through [insert end date of Class Period] ("PAGA Employees"), 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 \$ \_\_\_\_\_, and the estimate of the range of possible Individual Settlement Payments is from approximately \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

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 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] PAGA Employees, will not have the opportunity to opt out or object to the PAGA Amount, as described below in section 4.C.5 above, and/or opt-out or object to the PAGA Released Claim, although the release of PAGA claims will be subject to Court approval.**

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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>> March 14, 2023 at 8:30 a.m. in Department 6-10 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](http://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>> March 14, 2023 at 8:30 a.m. 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](http://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 of Class Action Settlement" filed on ~~September 15, 2022~~, September 15, 2022, locate the Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval attached to the Compendium as Exhibit 4A, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Settlement Stipulation of Class Action and PAGA Settlement ~~is~~ 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>>.**