

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 November 14, 2022. Collectively, these employees will be referred to as “Settlement Class members.”

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

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *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 November 14, 2022 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to 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 November 14, 2022.

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 November 14, 2022, 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 November 14, 2022. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against 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 November 14, 2022 (“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 November 14, 2022, 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 \$3,848.13, and the estimate of the range of possible Individual Settlement Payments is from approximately \$35.76 to \$10,371.03.

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 November 14, 2022.

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 November 14, 2022. 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 February 28, 2023. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the enclosed "Request for Exclusion" form and sending the completed "Request for Exclusion" form to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, postmarked no later than February 28, 2023. 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 November 14, 2022). **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 February 28, 2023.

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 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 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.

The Court's final judgment will be posted on the Settlement Administrator's website <https://www.phoenixclassaction.com/celaya-v-glp-services/>

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 **February 28, 2023**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON NOVEMBER 14, 2022