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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JUSTIN CANELIAS, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendant.

JUSTIN CANELIAS, individually, and on
behalf of aggrieved employees pursuant to the
California Private Attorney General Act;

Plaintiff,

vs.

GLOBAL SYN-TURF, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: RG21090397
[Consolidated with Case No. RG21104966]

Honorable Michael Markman
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 8, 2024
Time: 10:00 a.m.
Department: 23

Class Action Filed: February 23, 2021
PAGA Action Filed: June 17, 2021
Trial Date: None Set

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 Superior Court of the State of California, for the County of Alameda, on August 8, 2024 at 10:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appeared as counsel for Plaintiff Justin Canelias ("Plaintiff"), and O'Hagan Meyer, LLP
5 appeared as counsel for Defendant Global Syn-Turf, Inc. ("Defendant") (together, Plaintiff and
6 Defendant are referred to as the "Parties").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 1"** to the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This ruling is based on the Court's determination that the
15 Settlement appears to fall within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Incentive Award, Settlement Administration Fees, PAGA Allocation,
28 and payments to the Settlement Class Members provided thereby, appear to be within the range of

1 reasonably of a settlement that could ultimately be given final approval by this Court. Indeed,
2 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
3 preliminarily finds that the monetary settlement awards made available to the Class Members and
4 PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of
5 further litigation relating to certification, liability, and damages issues.

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets
7 the requirements for certification under section 382 of the California Code of Civil Procedure in
8 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
9 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
10 community of interest amongst the members of the Class with respect to the subject matter of the
11 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
12 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
13 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
14 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
15 of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former non-exempt employees of Defendant, who worked in
19 California during the period from February 23, 2017 to July 15, 2023.

20 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene Mayer
21 of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

22 8. The Court provisionally appoints Plaintiff Justin Canelias as the representative of
23 the Class ("Class Representative").

24 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
25 handle the administration of the Settlement ("Settlement Administrator").

26 10. Within twenty-one (21) calendar days of the entry of this Order, Defendant shall
27 provide the Settlement Administrator with the following information about each Class Member: (i)
28 full name; (ii) last-known mailing address; (iii) telephone number (iv) email addresses; (v) Social
Security Number, (vi) date of hiring, and date of termination of employment, if any; (vii) number of

1 Workweeks (as defined below) during the Class Period and, as applicable, during the PAGA Period;
2 and (viii) such other information required for the Settlement Administrator to calculate Workweeks
3 and PAGA Workweeks (“Class List”).

4 11. The Court approves, both as to form and content, the Notice of Class and
5 Representative Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class
6 Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement.
7 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of
8 all material elements of the Settlement, of Class Members’ right to be excluded from the Class
9 Settlement by submitting an Opt Out, of Class Members’ right to dispute the Workweeks and/or
10 PAGA Workweeks credited to each of them, and of each Settlement Class Member’s right and
11 opportunity to object to the Settlement by submitting a written Notice of Objection to the
12 Administrator and/or presenting their objection orally at the Final Approval Hearing. The Court
13 further finds that distribution of the Class Notice substantially in the manner and form set forth in
14 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
15 Agreement and this Order, meet the requirements of due process and shall constitute due and
16 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
17 Administrator to mail the Class Notice by First-Class U.S. Mail to all Class Members within ten
18 (10) business days of receipt of the Class List, pursuant to the terms set forth in the Settlement
19 Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a timely Opt Out in conformity with
23 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
24 than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class
25 Members (“Response Deadline”). Any such person who timely and validly chooses to opt out of,
26 and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
27 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
28 comment thereon. However, all current and former hourly-paid or non-exempt employees of

1 Defendant who worked in California during the period from April 12, 2020 through July 15, 2023,
2 (“PAGA Members”), will still receive an Individual PAGA Payment, and will be bound by the
3 PAGA Settlement, regardless of whether he or she submitted a timely and valid Opt Out to the Class
4 Settlement. Class Members who have not submitted a timely and valid Opt Out to be excluded from
5 the Settlement (i.e., Settlement Class Members) shall be bound by terms and conditions of the
6 Settlement Agreement, the Class Settlement, and any final judgment based thereon. PAGA
7 Members will be bound to the PAGA Settlement irrespective of whether they exercise their option
8 to submit an Opt Out to be excluded from the Class Settlement. Class Members who do not submit
9 a timely and valid Opt Out are deemed to be Settlement Class Members under the Settlement
10 Agreement, entitled to all benefits and bound by all terms and conditions of the Class Settlement,
11 including the Settlement Class Members’ release of the Released Claims.

12 13. A Final Approval Hearing shall be held before this Court on
13 _____ at _____ a.m./p.m. in
14 Department 23 of the Alameda County Superior Court, to determine all necessary matters
15 concerning the Settlement, including: whether the proposed settlement of the action on the terms
16 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
17 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
18 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
19 reasonable to the Class Members and PAGA Members; and determine whether to finally approve
20 the requests for the Attorneys’ Fees and Costs, Incentive Award, and Settlement Administration
21 Fees.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for
23 Attorneys’ Fees and Costs, Incentive Award, and Settlement Administration Fees, along with the
24 appropriate declarations and supporting evidence, including the Settlement Administrator’s
25 declaration, no later than 16 court days before the Final Approval Hearing.

26 15. To object to the Class Settlement, a Settlement Class Member must send his or her
27 Notice of Objection in writing to the Administrator on or before the Response Deadline or directly
28 present his or her objection orally to the Court at the Final Approval Hearing. The written Notice

of Objection must be signed and must include: (i) the case name and number of the Class Action; (ii) the objector's full name, signature, address, telephone number, and last four digits of his or her Social Security Number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed on or before the Response Deadline.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, declared void, or fails to become effective in accordance with its terms for any reason, or if the Final Approval Date does not occur, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and PAGA Members and retains jurisdiction to consider all further applications arising
4 out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Michael Markman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Justin Canelias v. Global Syn-Turf, Inc.
Superior Court of California for the County of Alameda, Case No. RG21090397

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Justin Canelias ("Plaintiff") and Defendant Global Syn-Turf, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No. RG21090397 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former non-exempt employees of Defendant, who worked in California during the Class Period, and are members of the Settlement Class who do not opt out of the class action portion of the settlement.

"Class Period" means the period from February 23, 2017 to July 15, 2023.

"Class Settlement" means the settlement and resolution of the Class Released Claims (described in Section III.D below).

"PAGA Members," "PAGA Group," or "PAGA Group Members" means all current and former hourly-paid or non-exempt employees of Defendant who worked in California during the PAGA Period.

"PAGA Period" means the period from April 13, 2020 through July 15, 2023.

"PAGA Settlement" means the settlement and resolution of the PAGA Released Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On February 23, 2021, Plaintiff commenced the Action by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. RG21090397. On April 13, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice"). On June 17, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code 2698, Et Seq., thereby commencing the action entitled *Justin Canelias v. Global Syn-Turf, Inc.*, Alameda County Superior Court, Case No. RG21104966 ("PAGA Action"). On April 15, 2024, by Stipulation of the Parties, the Court ordered that the Action and PAGA Action be consolidated for purposed of settlement approval and entry of judgment, and the Action (Case No. RG21090397) will be the lead case for case administration and filing purposes

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks,

among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" "Agreement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the Settlement ("Settlement Administrator") and Plaintiff Justin Canelias as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Helene Mayer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement; and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Fifty Thousand Dollars (\$250,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$87,500) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Incentive Award not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) the amount of Twenty-Five Thousand Dollars (\$25,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Allocation"), of which the LWDA will be paid 75% (i.e., \$18,750) ("LWDA Payment") and the remaining 25% (i.e., \$6,250) will be distributed to PAGA Members ("PAGA Member Amount"); and (4) Settlement Administration Fees in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks during the Class Period in which Class Members worked for by Defendant in California as an hourly or non-exempt employee, including any week in which a Class Member

had worked on day in Defendant's timekeeping system ("Workweeks"). The Settlement Administrator has divided each Class Member's number of Workweeks by the total number of Workweeks worked by all Class Members and multiplied this figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Opt Out ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of payroll taxes in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount ("Individual PAGA Payment") based on the number of weeks during the PAGA Period in which PAGA Members worked for Defendant in California as an hourly or non-exempt employee, including any week in which a PAGA Member had worked one day in Defendant's timekeeping system ("PAGA Workweeks"). The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks worked by all PAGA Members during the PAGA Period to produce a "Individual PAGA Workweek Value" and then multiplied this figure the number of Workweeks attributable to the individual PAGA Member to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendant agrees to pay the Gross Settlement Amount of \$250,000.00 on a non-reversionary basis. The Gross Settlement Amount includes Individual Settlement Payments, Individual PAGA Payments, Settlement Administration Fees, Attorneys' Fees and Costs, Incentive Award, and the LWDA Payment. The Employer's Share of Payroll Taxes will be paid by Defendant separate from and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks Based on Defendant's Records

According to Defendant's records,

- **From February 23, 2017 through July 15, 2023 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From April 12, 2020 through July 15, 2023 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.**

If you wish to dispute the number of Workweeks and/or PAGA Workweeks credited to you, you may submit your dispute by way of a written letter, which must: (i) contains the case name and number of the Action (*Justin Canelias v. Global Syn-Turf, Inc.*, Case No. RG21090397); (ii) contain your full name, signature, address, telephone number, and the last four digits of your Social Security Number; (iii) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number to be credited to you; (iv) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you are correct; and (v) is returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties from the Class Released Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, the State of California with respect to all PAGA Members and all PAGA Members will be deemed to have fully, finally, and forever released the Released Parties from the PAGA Released Claims.

"Released Claims" means any and all Class Action claims he has or may have against them, or any of them, including a waiver of any and all provisions of California Civil Code section 1542, and all other Settlement Class Members will release the Released Parties from any and all claims, actions, or causes of action alleged in the Actions that could have been alleged or raised in the Actions based upon or arising out of the facts alleged therein, during the Class Period, except for those arising under PAGA. Upon the Effective Date of the Actions, members of the PAGA Group will be bound by the judgment as to all PAGA claims alleged in the Actions in the above-referenced case and/or the LWDA Notice, and any and all PAGA claims that could have been alleged in the Complaint and/or the LWDA Notice based on the facts alleged for the PAGA Period.

"Class Released Claims" means any and all Released Claims other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the Class Period.

"PAGA Released Claims" means any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* arising during the PAGA Period.

"Released Parties" means Defendant and any of its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$87,500) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Award to Plaintiff

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000) ("Incentive Award"), in recognition of his services in connection with the Action. The Incentive Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments that he is entitled to under the Settlement.

G. Settlement Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“Settlement Administration Fees”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Outs, Notices of Objections, and disputes regarding Workweeks and/or PAGA Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

As a Class Member and PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement (“Opt Out”), which must: (i) contain the case name and number of the Action (*Justin Canelias v. Global Syn-Turf, Inc.*, Case No. RG21090397); (ii) contain your full name, signature, and the last four digits of your Social Security Number; (iii) clearly state that you do not wish to be included in the Class Settlement; and (iv) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Opt Out will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Opt Out will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound by the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt Out.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted an Opt Out from the Class Settlement, by, submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A written Notice of Objection must include: (i) the case name and number of the Action (*Justin Canelias v. Global Syn-Turf, Inc.*, Case No. RG21090397); (ii) your full name, signature, address, telephone number, and last four digits of your

Social Security Number; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) be submitted by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, CA 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Incentive Award to Plaintiff, and Settlement Administration Fees to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

You can find information regarding appearing remotely at <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**