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Attorneys for Plaintiff
JOSE CELAYA

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

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

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]*

**COMPENDIUM OF DECLARATIONS FILED
WITH PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Reservation ID: 287743816407

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

1 With respect to the declarations and supporting exhibits cited in Plaintiff Jose Celaya's
2 Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"), the following
3 are hereby concurrently filed with the Court:

4 **Exhibit A:** Declaration of Scott M. Lidman in support of Plaintiff's Motion ("Lidman
5 Decl.")

6 **Exhibit 1 to Lidman Decl.:** Stipulation of Class Action and
7 PAGA Settlement

8 **Exhibit 2 to Lidman Decl.:** Class Action Case Management Order #1

9 **Exhibit B:** Declaration of Elizabeth Nguyen in support of Plaintiff's Motion

10 **Exhibit C:** Declaration of Milan Moore in support of Plaintiff's Motion

11 **Exhibit D:** Declaration of Paul K. Haines in support of Plaintiff's Motion

12 **Exhibit E:** Declaration of Plaintiff Jose Celaya in support of Plaintiff's Motion

13 **Exhibit F:** Declaration of Jodey Lawrence of Phoenix Class Action Administration
14 Solutions in support of Plaintiff's Motion ("Lawrence Decl.")

15 **Exhibit A to Lawrence Decl.:** Phoenix Settlement Administrators'
16 Curriculum Vitae

17 **Exhibit B to Lawrence Decl.:** Phoenix Settlement Administrators'
18 Data Center Policies and Procedures

19 **Exhibit C to Lawrence Decl.:** Phoenix Settlement Administrators'
20 Server, Facility and Maintenance
21 Security Protocols and Review

22 **Exhibit D to Lawrence Decl.:** Phoenix Settlement Administrators'
23 Semiannual Training Materials

24 **Exhibit E to Lawrence Decl.:** Phoenix Settlement Administrators'
25 Insurance Policy

26 **Exhibit F to Lawrence Decl.:** Phoenix Settlement Administrators'
27 Cost Breakdown
28

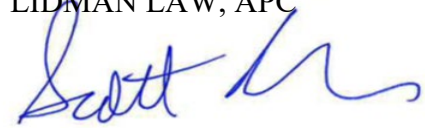
1 **Exhibit G:** Declaration of Kevin Jackson in Support of Plaintiff's Motion

2 **Exhibit H:** Declaration of Kendra Sage in Support of Plaintiff's Motion

3
4 Dated: September 15, 2022

Respectfully submitted,
LIDMAN LAW, APC

5
6 By:



Scott M. Lidman
Attorneys for Plaintiff
JOSE CELAYA

EXHIBIT A

to Compendium of Declarations

EXHIBIT A
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DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2101796

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

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 1, 2022

Time: 8:30 a.m.

Dept.: 10

Reservation ID: 287743816407

Complaint Filed: April 8, 2021

Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Jose Celaya ("Plaintiff") and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
28

1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A.
9 Houston, presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
5 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
6 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
8 five (65) wage and hour class actions filed in State courts throughout California, with several of them
9 having been removed to Federal courts. I believe that my professional experience renders me more than
10 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
11 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
12 of wage and hour cases throughout my career involving similar claims, including the wage and hour
13 class actions identified above, I have litigated similar claims from both plaintiff and defense
14 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
15 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
16 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
17 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; and *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding.

9. I have had a bench trial concerning individual wage and hour allegations in a misclassification matter, in which judgment was entered in favor of Plaintiff and is currently on appeal. The matter is entitled, *Benjamin Calhoun v. Aqua Tech Water Management, Inc.*, Los Angeles County Superior Court Case No. BS169815, Court of Appeal Case No. B308112.

10. Defendant GLP Services LLC (“GLP” or “Defendant”), is a self-described leading provider of renewable energy in North America. According to their website, GLP collects residual

1 biomass material from agricultural, construction, demolition, landfill, and timber industries and
2 converts that biomass into carbon-neutral electricity for sale to municipal, public power, and investor-
3 owned utilities. On April 8, 2021, Plaintiff filed a Complaint against Defendant and Greenleaf Power,
4 LLC in Riverside County Superior Court, in the matter entitled *Jose Celaya, as an individual and on*
5 *behalf of all others similarly situated v. GLP Services, LLC, et al.* On June 14, 2021, Plaintiff filed a
6 First Amended Complaint in the Action alleging the following claims against Defendant and Greenleaf
7 Power, LLC: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c)
8 failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize
9 and permit rest periods, or premium pay for non-compliant rest periods; and (e) failure to timely pay all
10 wages upon termination. As a result of the foregoing alleged violations, Plaintiff contends that
11 Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in
12 unlawful business practices pursuant to Business and Professions Code section 17200 that could have
13 been premised on the facts, claims, causes of action or legal theories described above. Plaintiff also
14 contends that Defendant is further liable for civil penalties under the Labor Code Private Attorneys
15 General Act of 2004 (“PAGA”) premised on the facts, claims, causes of action or legal theories
16 described above. On June 27, 2021, pursuant to a request by Plaintiff, the Court in the Action dismissed
17 Greenleaf Power, LLC from the Action without prejudice.

18 **G.3.a.vi**

19 11. After agreeing to participate in early mediation, GLP produced timekeeping and payroll
20 records for Plaintiff and the entire putative class for the time period of January 1, 2018 – March 6, 2022,
21 documents regarding its wage and hour policies, and other information. After the detailed review of the
22 payroll and time records and other documents and policies produced by GLP, Class Counsel drew on
23 their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case.
24 This discovery allowed the parties to assess the merits and value of Plaintiff’s claims and GLP’s
25 defenses thereto, if a settlement could not be reached.

26 12. On April 29, 2022 after extensive research and analysis, including a detailed analysis
27 of GLP’s potential exposure, a full-day mediation was held with Jeffrey A. Ross, a well-respected wage
28 and hour class action mediator. During mediation, the parties vigorously debated their opposing legal

positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses for the claims alleged in the operative complaint. Thereafter, the Parties signed the Stipulation of Settlement ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. The proposed Notice Packet is attached to the Settlement as Exhibits B. The Notice of Pendency of Class Action and Proposed Settlement is attached to the Settlement as Exhibit B. The Notice of Settlement Award is attached to the Settlement as Exhibit C. The Exclusion Request Form and Objection Form are attached to the Settlement as Exhibit D and Exhibit E, respectively.

G.3.a.iv.

13. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	\$800,000.00
Minus Court-approved attorneys' fees (1/3 of GSA):	\$116,666.66
Minus Court-approved, verified costs (up to):	\$25,000.00
Minus Court-approved Class Representative Service Award (up to):	\$5,000.00
Minus Settlement Administration Costs:	\$6,950.00
Minus PAGA payment:	\$50,000.00
Net Settlement Amount ("NSA"):	\$446,383.33

The Gross Settlement Amount shall be paid by Defendant and deposited with the Settlement Administrator within 30 days of the Effective Date. The term "Effective Date" refers to the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Superior Court of California for the County of Riverside, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. *See* Settlement, ¶ 4.B.

After deducting amounts for the Court-approved attorneys' fees and verified costs, Service

Award to Plaintiff, Settlement Administrator costs, and the PAGA payment, the Settlement requires GLP to pay a Net Settlement Amount (“NSA”) of at least **\$446,383.33** to all Settlement Class members who do not timely opt out and does not includes the \$12,500.00 PAGA Amount to be paid to the PAGA Employees.

G.3.a.i.

14. According to GLP, there are approximately 105 total Settlement Class members 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, 2017 and the date of preliminary approval (or the earlier date if Defendant exercises its rights under Paragraph 4.E.⁶ to shorten the Class Period).

With approximately 111 Settlement Class Members, the average Individual Settlement Awards is projected to be approximately **\$4,021.47**, and range between approximately \$15.91 (for the Settlement Class Member that worked approximately .42 workweeks during relevant time period) and approximately \$10,729.48 for the Settlement Class Member(s) that worked the entire relevant time period.

According to GLP, there are approximately 73 total PAGA Employees 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 (or the earlier date if Defendant exercises its right under Paragraph 4.D. to shorten the PAGA Period).

There are approximately 73 PAGA Employees, and thus, the average payment is approximately \$171.23 and range between approximately 1.09 (for the PAGA Employee that worked approximately .21 pay

⁶ Defendant represents that there are an estimated 12,065 workweeks during the Class Period as of April 29, 2022. If the number of workweeks during the Class Period is more than 15% greater than this figure (*i.e.*, if there are 13,875 or more workweeks worked by the Settlement Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis by the amount by which it exceeds 15% (*i.e.*, if there was a 16% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). If this escalator clause is triggered and the more than 15% increase is reached prior to preliminary approval, Defendant has the option of ending the Class Period and the PAGA Period on the date on which the workweeks reach 13,874 in lieu of being required to increase the Gross Settlement Amount. Settlement, ¶ 4.E.

1 periods during the relevant time period and approximately \$347.08 for the PAGA Employee(s) that
2 worked the entire relevant time period.

3 **G.3.a.ii – G.3.a.iii.**

4 15. Settlement Class members' claims arise from GLP's common, uniform policies and
5 practices that applied to Settlement Class members during the class period. Specifically, Plaintiff
6 alleged that GLP's common and uniform policies and practices resulted in the following violations: (1)
7 failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to
8 provide all legally required meal periods; (4) failure to authorize and permit all legally required rest
9 periods; (5) failure to provide accurate, itemized wage statements; (6) failure to timely pay all wages
10 upon termination; (7) unlawful business practices; and (9) liability for civil penalties under the PAGA.

11 16. As described in the accompanying Motion for Preliminary Approval, Plaintiff alleges
12 that GLP failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff
13 alleges that GLP required him and other non-exempt employees to complete pre-shift tasks including,
14 without limitation, getting a radio with a charged battery, donning his safety gear including glasses,
15 earplugs and face mask, servicing the machines, and going to the control room. Plaintiff further
16 contends that the time during the handoff was also not compensated for the employee coming off work.
17 Moreover, Plaintiff alleges that up until approximately June 1, 2021, GLP would unlawfully shave his
18 work time and/or round his work time such that Plaintiff would not be fully paid for all time worked.
19 Accordingly, based on the underpayment of 20 minutes/shift or 1.67 hours per workweek for off-the-
20 clock work and 5 minutes/shift or .42 hours/workweek for average rounding, and given that most shifts
21 were over 8.0 hours, Plaintiff calculated GLP's exposure for this claim at approximately \$999,292
22 ((12,065 workweeks x 1.67 hr/ workweek x \$41.10 average OT rate) + (9,917 workweeks with
23 rounding x .42 per workweek x \$41.10 average OT rate)).

24 17. GLP contends that it compensated non-exempt employees for all of their time worked.
25 GLP also contends that its timekeeping and payroll documents produced in connection with mediation
26 demonstrate that employees were paid to the minute. GLP contends its timekeeping practices and
27 policies were lawful and any unpaid time was *de minimis* and therefore non-compensable. *Id.* GLP
28

1 also asserts that Plaintiff would be unable to certify a rounding claim given the individualized inquiries
2 that would be required. Accordingly, based on these risks, Plaintiff discounted the maximum exposure
3 of \$999,292 by 45% for the risk of non-certification, and an additional 40% to account for GLP's
4 defenses on the merits to arrive at an estimated exposure of \$329,766.36.

5 18. Plaintiff alleges that at times during his employment with GLP, he and other non-
6 exempt employees were paid non-discretionary bonuses, (hereinafter the aforementioned forms of pay
7 are collectively referred to as "Incentive Pay"). Plaintiff alleges that GLP failed, however, to include
8 the Incentive Pay when calculating the regular rate of pay for purposes of paying Plaintiff and the other
9 non-exempt employees' overtime wages. Accordingly, Plaintiff contends that GLP did not properly
10 calculate the regular rate of pay for Plaintiff and the other non-exempt employees, thereby causing
11 them to be underpaid for all their required overtime wages. The Incentive Pay ranged from \$1,476.56
12 to \$3,964.17. Moreover, the average overtime hours worked annually was 88.43 or approximately 1.7
13 hours/workweek and average underpayment per year is \$17.16 or \$0.33/workweek. Therefore,
14 Plaintiff estimated GLP's maximum exposure at approximately \$6,768 (12,065 workweeks x 1.7 OT
15 hours/week x 0.33 (underpayment/week)).

16 19. GLP contends that Settlement Class members received all overtime wages to which they
17 were entitled. GLP further counters that any bonuses paid to putative class members during the relevant
18 time period were discretionary and did not to be included in the regular rate of pay for overtime
19 purposes. Accordingly, based on these risks, Plaintiff discounted the maximum exposure of \$6,768 by
20 25% for the risk of non-certification, and an additional 30% to account for GLP's defenses on the merits
21 to arrive at an estimated exposure of \$3,553.20.

22 20. Plaintiff alleges that he and Settlement Class members were not provided with all
23 legally-required off-duty first meal periods beginning before the end of the fifth hour of work.
24 Specifically, Plaintiff alleges that due to the work demands imposed by GLP, Plaintiff was often
25 prevented from taking meal periods that commenced before the end of the 5th hour of work and/or
26 which were at least 30 minutes in length. Based on the timekeeping records produced in connection
27 with mediation, 92% of the shifts were over 6 hours and approximately 63% of the meal enabling shifts
28

1 had meal periods that appeared to be non-compliant. Therefore, Plaintiff calculated GLP's maximum
2 exposure for the alleged meal period violations at approximately \$958,024 (12,065 workweeks x 5
3 shifts per workweek x .92% (shifts over 6 hours) x .63 (non-compliance rate) x \$27.40 (average hourly
4 rate)).

5 21. GLP counters that it has always provided non-exempt employees with an opportunity
6 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
7 timekeeping records were solely the result of employee choice, rather than any policy or practice of
8 GLP. GLP points out that it is only required to "provide" the opportunity to take meal periods, not
9 "ensure" meal periods are taken, and that they have always done so. Finally, GLP contends Plaintiff's
10 meal period claim is not suited for class certification, since individual inquiries would be required to
11 assess which employees took non-compliant meal periods, how many meal periods were non-
12 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
13 missed a meal period during a particular shift. Accordingly, Plaintiff discounted the maximum
14 exposure of \$958,024 by 25% for the risk of non-certification, and an additional 35% to account for
15 GLP's defenses on the merits to arrive at an estimated exposure of \$467,036.70.

16 22. Plaintiff alleges that he and other Settlement Class members were not authorized and
17 permitted to take all required rest periods due to GLP's unlawful rest period policies and practices that
18 failed to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
19 Specifically, Plaintiff alleges that during his employment, GLP maintained a facially unlawful rest
20 period policy that required employees to remain on the premises for rest breaks. Plaintiff contends that
21 such alleged rest periods were unlawful, however, as Plaintiff was not relieved of all duties. As a
22 result, Plaintiff estimated that he and other Settlement Class members experienced at least one rest
23 period violation for every shift over 3.5 hours. Therefore, Plaintiff calculated GLP's maximum
24 exposure for the alleged rest period violations at approximately \$1,652,905 (12,065 workweeks x 5
25 shifts per workweek x \$27.40 average hourly rate).

26 23. GLP contends it has always maintained and enforced lawful rest period policies and
27 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
28

1 periods in compliance with California law. Further, GLP argues that Plaintiff's rest period claims are
2 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
3 Settlement Class member was in fact authorized and permitted to take a compliant rest period, which
4 would devolve into an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the
5 maximum exposure of \$1,652,905 by 45% for the risk of non-certification, and an additional 30% to
6 account for GLP's defenses on the merits to arrive at an estimated exposure of \$636,368.43.

7 24. Plaintiff alleges that GLP issued inaccurate wage statements in violation of Labor Code
8 § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above.
9 Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage
10 statements issued to Settlement Class Members did not include all hours worked and the rate at which
11 they were being paid. Therefore, Plaintiff calculated GLP's maximum exposure for wage statement
12 violations at approximately \$239,150 (($\50.00×43 current employees) + ($\$100.00 \times 2,370$ subsequent
13 wage statements)).

14 25. GLP argues that meal and rest period claims cannot support a claim for wage statement
15 penalties. GLP further argues that its alleged wage statement violations could not be shown to be
16 "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed]
17 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
18 imposition of penalties. As such, Plaintiff discounted the calculated exposure of \$239,150 by 30% for
19 a risk of non-certification and an additional 25% for a risk of being unsuccessful on the merits to arrive
20 at an estimated total of \$125,553.75.

21 26. Plaintiff alleges that GLP is also liable for waiting time penalties under Labor Code
22 section 203 as a result of its failure to pay all wages. Based on the data provided by GLP, there were
23 approximately 48 Settlement Class members who have separated their employment with GLP during
24 the relevant time period who could be entitled to waiting time penalties. Therefore, Plaintiff calculated
25 GLP's maximum exposure for waiting time penalties at approximately \$315,648 (48 former employees
26 x \$27.40 [average regular rate] x 30 days x 8 hours/day).

27 27. GLP asserts it has strong defenses to the waiting time claim because there exist good-
28 faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Accordingly,

1 Plaintiff discounted the maximum exposure of \$315,648 by 30% for the risk of non-certification, and
2 an additional 40% to account for GLP's defenses on the merits to arrive at an estimated exposure of
3 approximately \$132,572.16.

4 28. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
5 Labor Code violations. The specific statutory violations upon which Plaintiff bases the claim under
6 PAGA are: (i) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay all overtime wages
7 owed; (ii) Labor Code sections 1194 1194.2, 1197 for failing to pay all minimum wages owed; (iii)
8 Labor Code sections 226.7, 512, and 558 for meal period violations; (iv) Labor Code sections 226.7,
9 516, and 558 for rest period violations; (v) Labor Code section 226(e) for failing to provide accurate,
10 itemized wage statements; (vi) Labor Code section 201 through 203 for failing to pay all wages owed
11 upon termination. Based on the data provided by GLP in connection with mediation, there are
12 approximately 67 aggrieved employees and approximately 2,413 pay periods during the relevant time
13 period. Based on the violations addressed above, Plaintiff contends that GLP is liable for PAGA civil
14 penalties for each of the 2,413 pay periods worked during the PAGA period. Accordingly, Plaintiff
15 calculated GLP's exposure at \$241,300 (2,413 pay periods x \$100 initial violation rate).

16 29. GLP argues that Plaintiff's PAGA claim will fail for the same reasons that her
17 underlying claims will fail. GLP also maintains that, given its good faith defenses, this Court would
18 exercise its discretion to substantially reduce any PAGA penalties if it were to find GLP liable for any
19 of Plaintiff's claims. GLP further alleges that none of the violations would be deemed knowing and
20 intentional as there is no evidence to suggest GLP intentionally violated the Labor Code and that GLP's
21 policies and procedures demonstrate that GLP acted in good faith regard to paying the putative class
22 members all wages due. For these reasons, GLP asserts that the Court would drastically reduce any
23 award of PAGA penalties as "confiscatory." Therefore, Plaintiff discounted the maximum exposure
24 figure of \$241,300 by 25% for a risk of being unsuccessful on the merits, and an additional 30% to
25 account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of
26 \$126,682.50.

27 30. Therefore, if Plaintiff was successful on every claim at trial, Plaintiff estimates the
28 collective total on all claims to be approximately \$4,413,087.00. Taken into consideration MDI's

1 defenses, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately
2 \$1,821,533.10. The proposed settlement of \$800,000.00 therefore represents approximately 44% of the
3 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the
4 settlement will provide tangible monetary relief to Settlement Class members, and will still provide an
5 average recovery to Settlement Class members of over \$4,000.00.

6 31. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the
7 GSA, which is currently estimated to be \$266,666.67, and up to \$25,000 in verified costs
8 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
9 risky, expensive, and time-consuming litigation on a purely contingent fee basis. Further, Plaintiff has
10 provided written approval of the split of attorneys' fees in this action. Class Counsel has incurred
11 substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting
12 legal research, reviewing GLP's documents and policies, analyzing Settlement Class Members'
13 timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising
14 the long-form Settlement, preparing this Motion, and otherwise litigating the case. Class Counsel
15 expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice
16 process and fielding questions from Settlement Class members, preparing the final approval papers
17 and attending the Final Approval hearing.

18 32. Plaintiff has provided written approval of the split of attorneys' fees in this action: 48%
19 to Haines Law Group, APC, 32% to Lidman Law, APC, and 20% to Mitchell Law Corporation, APC.
20 Mitchell Law Corporation, APC is the referring attorney.

21 33. Plaintiff will seek a service award of 5,000.00 at the time of seeking final approval, and
22 I believe this is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of
23 the Settlement Class members, including the risk that he could be liable for GLP's costs if this case
24 was unsuccessful. Plaintiff was integral in the prosecution of this action, by, among other things,
25 providing substantial factual information and documents to Class Counsel, attending multiple meetings
26 with Class Counsel to discuss the claims and theories at issue in the litigation, and otherwise actively
27 participating in the prosecution of his claims.
28

1 34. Although the parties engaged in significant informal discovery throughout this action,
2 the parties still had significant discovery to complete in formal litigation had the matter not settled.
3 Moreover, Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake
4 of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even
5 if the classes sought to be certified by Plaintiff were in fact certified, the parties would incur
6 considerably more attorneys' fees and costs through a possible decertification motion, trial, and
7 possible appeal. This Settlement avoids those risks and the accompanying expense.

8 **G.3.a.vii**

9 35. As of the date of the filing of the instant Motion, I am not aware of any class,
10 representative or other collective action in any other court in this or any other jurisdiction that asserts
11 claims similar to those asserted in this action on behalf of a class or group of individuals some or all of
12 whom would also be members of the defined class. I have made reasonable inquiry of other members
13 of my firm and my co-counsel's firm, Haines Law Group, APC, regarding whether they are aware of
14 any class, representative or other collective action in any other court in this or any other jurisdiction that
15 asserts claims similar to those asserted in this action on behalf of a class or group of individuals some
16 or all of whom would also be members of the defined class. I have asked the attorneys at my firm and
17 my co-counsel's firm, Haines Law Group, APC, regarding whether they are aware of any similar action
18 and the attorneys whom I asked are not aware of any such actions.

19 **G.3.d.i**

20 36. My office obtained bids for settlement administration from two (2) third-party
21 settlement administrators. The parties selected Phoenix Settlement Administrators ("Phoenix") to
22 administer the proposed Settlement as Phoenix submitted the lowest bid for settlement administration
23 and is a qualified and experienced neutral third-party settlement administrator.

24 **G.3.c.**

25 37. The Settlement provides that Settlement Class members will have 180 days from the
26 date the Settlement Administrator mails the checks to negotiate them. The funds from any uncashed
27 checks shall be distributed to the Controller of the State of California - Unclaimed Property Fund in
28

1 the name of the Settlement Class member. *See* Settlement ¶ 5.F. As such, there is no “unpaid residue”
2 under California Civil Procedure Code Section 384 and it is unnecessary to designate cy pres recipients.
3 The NSA will be paid out to Class Members, whether or not they all cash their settlement checks.

4 38. Plaintiff will also provide the LWDA with a copy of the Motion for Preliminary
5 Approval and supporting documents after it is filed and will file a supplemental proof of service prior
6 to the hearing.

7 39. A copy of the applicable CMO is attached hereto as **Exhibit 2**.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on September 15, 2022, at El Segundo, California.

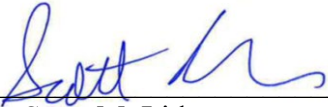
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13 Scott M. Lidman

EXHIBIT 1

to Declaration of Scott M. Lidman

EXHIBIT 1

to Declaration of Scott M. Lidman

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

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

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

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

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

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

Defendant denies all of Plaintiff’s claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.
- D. Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
- E. **Unexpected Workweeks/Escalator Clause.** Defendant represents that there are an estimated 12,065 workweeks during the Class Period as of April 29, 2022. If the number of workweeks during the Class Period is more than 15% greater than this figure (*i.e.*, if there are 13,875 or more workweeks worked by the Settlement Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis by the amount by which it exceeds 15% (*i.e.*, if there was a 16% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). If this escalator clause is triggered and the more than 15% increase is reached prior to preliminary approval, Defendant has the option of ending the Class Period and the PAGA Period on the date on which the workweeks reach 13,874 in lieu of being required to increase the Gross Settlement Amount.
5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period.

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

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

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

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

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

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

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

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

G. Scheduling a Final Approval hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

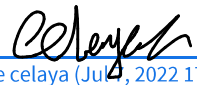
DATED:

DEFENDANT GLP SERVICES, LLC

By: _____
Its: _____

DATED: Jul 7, 2022

PLAINTIFF JOSE CELAYA

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

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

FOLEY & LARDNER LLP

Kevin Jackson,
Attorney for GLP SERVICES, LLC

DATED: July 7, 2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff JOSE CELAYA

DATED: July 7, 2022

LIDMAN LAW, APC

By: 
Scott M. Lidman
Attorneys for Plaintiff JOSE CELAYA

DATED:

DEFENDANT GLP SERVICES, LLC



By: Greg Cook

Its: President/CEO

DATED:

PLAINTIFF JOSE CELAYA

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: July 8, 2022

FOLEY & LARDNER LLP



Kevin Jackson,

Attorney for GLP SERVICES, LLC

DATED:

HAINES LAW GROUP, APC

By: _____

Paul K. Haines

Attorneys for Plaintiff JOSE CELAYA

DATED:

LIDMAN LAW, APC

By: _____

Scott M. Lidman

Attorneys for Plaintiff JOSE CELAYA

EXHIBIT A

to Stipulation of Class Action and PAGA Settlement

EXHIBIT A

to Stipulation of Class Action and PAGA Settlement

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

April 8, 2021

VIA LWDA WEBSITE

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

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

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

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

GLP SERVICES LLC
2600 Capitol Avenue #430
Sacramento CA 95816

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

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

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

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

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

To Whom It May Concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum Wage Violations

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

Overtime Violations

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

Meal Period Violations

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

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

Rest Period Violations

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

Wage Statement Violations

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

Waiting Time Penalties

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

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

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

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

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT B

to Stipulation of Class Action and PAGA Settlement

EXHIBIT B

to Stipulation of Class Action and PAGA Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No. CVRI2101796

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

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

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

Why should you read this notice?

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

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

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

What is this case about?

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

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

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

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

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

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

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

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

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: 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 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	Attorneys for Defendant: 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 *PLEASE DO NOT CONTACT THE COURT, OR GLP'S ATTORNEYS ABOUT THIS NOTICE.
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What are the terms of the Settlement?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

How can I claim money from the Settlement?

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

What other options do I have?

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

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

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

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

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

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

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

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

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

What is the next step?

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

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

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

How can I get additional information?

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

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

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

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

REMINDER AS TO TIME LIMITS

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

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

EXHIBIT C

to Stipulation of Class Action and PAGA Settlement

EXHIBIT C

to Stipulation of Class Action and PAGA Settlement

DISPUTE REGARDING NOTICE OF SETTLEMENT AWARD

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

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

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

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

- (a) you worked for GLP for [] workweeks during the period of April 8, 2017 to [] ;
(b) and
(c) you worked for GLP for [] workweeks during the period of April 8, 2020 to [] .

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

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

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

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

EXHIBIT D

to Stipulation of Class Action and PAGA Settlement

EXHIBIT D

to Stipulation of Class Action and PAGA Settlement

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

Address: _____
(Street)

(City) (State) (Zip)

Telephone No.: _____

Dated: _____ Signature: _____

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

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

EXHIBIT E

to Stipulation of Class Action and PAGA Settlement

EXHIBIT E

to Stipulation of Class Action and PAGA Settlement

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 2

to Declaration of Scott M. Lidman

EXHIBIT 2

to Declaration of Scott M. Lidman

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

CASE TITLE: CELAYA vs GLP SERVICES LLC

Department 6

CASE NO.: CVRI2101796

JUL 13 2021

DATE: June 23, 2021

J. Castillo

PROCEEDING: Class Action Case Management Order #1

Unless and until ordered otherwise, this Case Management Order ("CMO") shall govern the management of this case.

A. IN GENERAL

1. The Court finds that this is a complex case. (Cal. Rules of Court, rules 3.400(c)(6) and 3.403(b).) The clerk shall impose fees accordingly. The court will entertain objections to this designation at the next Case Management Conference or status conference.
2. This case has been assigned to Department 6 for all purposes, including case management, law and motion, and trial.
3. The plaintiff shall serve a copy of this CMO on any defendants who have not yet appeared, and shall file proof of service promptly thereafter.

B. CASE MANAGEMENT AND THE CASE PROGRESSION PLAN

1. The Court finds that this case involves exceptional circumstances that are likely to prevent this case from meeting the goals and deadlines set by California Rules of Court, rule 3.713(b). Accordingly, this case is exempt from those case disposition time goals. (*Id.*, rule 3.714(c)(1).) With the input from the parties, the Court shall develop a case progression plan with the goal of disposing of the case within three years. (*Id.*, rule 3.714(c)(2).)
2. Prior to the first Case Management Conference, counsel for the parties shall meet and confer regarding the joint statement required by RSC Local Rule 3160.
3. Not later than five court days in advance of the first Case Management Conference, all parties that have appeared shall file the joint statement required by rule 3160 instead of Judicial Council form CM-110 [case management statement]. In addition to the items listed in Rule 3160, the statement shall:
 - a. Advise the Court whether any of the parties or their counsel are aware of any other class action, putative class action, or other type of representative or collective action in this or any other jurisdiction that asserts claims similar to those here on behalf of

a class, putative class, or other group of individuals that in any way overlaps with the putative class alleged here.

- b. Describe the parties' case progression plan, which shall include at least (i) a statement as to whether the parties agree to pursue mediation and (ii) a plan of the informal discovery and any formal discovery to be conducted in preparation for mediation, class certification, or both.
4. Not later than five court days before any subsequent Case Management Conference, Status Conference, or Trial Setting Conference, the parties shall file a joint statement that:
 - a. Describes the status of the case, including (i) the results of any mediation or other settlement efforts, (ii) the degree to which the case progression plan has been implemented and (iii) any changes or additions to the case progression plan; and
 - b. Identifies any issues or concerns that either party wishes to discuss with the Court.
5. If mediation is unsuccessful, the case progression plan shall be expanded prior to the next status conference to include (a) a pre-certification discovery schedule, (b) a deadline for filing a motion for class certification, and a proposed briefing schedule for that motion.
6. The Court intends to conduct all Case Management Conferences and Status Conferences informally, in chambers. Should an appearance be necessary, the Court will inform all counsel via email and/or telephone.

C. MEDIATION

The court expects the parties to engage in private mediation at the earliest practicable time, i.e., as soon as all parties have obtained – preferably through informal means – sufficient information from the opposing party(s) to enable them to engage in meaningful mediation.

D. DISCOVERY

1. Counsel are encouraged to engage in informal discovery rather than relying on formal discovery. The Court does not stay or otherwise limit informal discovery.
2. The discovery stay under RSC Local Rule 3160(B) is vacated as to interrogatories concerning the identity of and contact information for members of the putative class. Any such interrogatories propounded by the plaintiff to the defendant shall be accompanied by (a) a proposed *Belaire West* notice, (b) the name of a proposed third-party administrator, and (c) a proposal regarding the allocation of the cost of the notice.
3. All other formal discovery concerning class-certification issues is stayed pending further order of the court. Requests for leave to propound formal discovery concerning class-certification issues may be made either by submitting a declaration and proposed order or by making an oral request at status conferences or at informal conferences with the Court

in accordance with paragraph 5 below. The Court will grant such a request if the applicant demonstrates:

- a. That the parties have met and conferred to discuss both (i) the scope and sources of the information needed either to permit a meaningful mediation or to support or oppose a class-certification motion and (ii) whether the parties would agree to exchange that information informally;
 - b. That the parties were unable to reach an agreement; and
 - c. The discovery is reasonably necessary either (i) to permit a meaningful mediation or (ii) to make or oppose a certification motion.
4. All formal discovery concerning solely the merits of the plaintiff's claims (as opposed to whether a class should be certified to prosecute those claims) is stayed until a motion regarding class certification has been granted.
5. No discovery motions may be filed without leave of court. If a discovery dispute arises:
- a. The parties shall meet and confer either in person or by telephone in a good-faith effort to resolve the dispute. If, despite that effort, the parties are unable to resolve the dispute, then counsel shall contact the clerk of this department to schedule an informal conference at which the court will discuss the dispute with counsel and, if not resolved to the parties' satisfaction, will consider any request for leave to file a formal motion.
 - b. The conference may be conducted by telephone or in person, as counsel prefer. Prior to the conference, the party seeking relief shall provide the clerk of this department with a brief (two-to-three sentence) description in writing of the reason for the conference. If the conference is to be by telephone, counsel shall also provide the clerk with the call-in telephone number and passcode.
 - c. If the opposing side will not agree to participate in the informal conference, then the moving party shall bring an ex parte application for leave to file a discovery motion.

E. REQUESTS FOR DISMISSAL OF CLASS CLAIMS

If the plaintiff seeks to dismiss or otherwise abandon either the entire action, any cause of action asserted on behalf of the putative class, or any defendant against whom any cause of action is asserted on behalf of the class, Court approval must be sought as follows:

1. The plaintiff shall not use the preprinted Request for Dismissal, Judicial Council form CIV-110. Instead, the request shall be made by the submission to the court of an Application for Dismissal that includes: (a) a declaration from plaintiff's counsel; (b) a declaration from each named plaintiff; and (c) a proposed order of dismissal.
2. The declarations shall state whether the plaintiff has attempted to settle the plaintiff's individual claims, and if so, the status of those negotiations.

3. The declarations must comply with California Rules of Court, rule 3.770(a), pertaining to any consideration being paid for the dismissal. Because the purpose of that rule is to avoid collusion between the parties to the detriment of the potential class members, the showing must be made by declaration rather than by stipulation.
4. If the dismissal is in exchange for any consideration other than a waiver of costs, the declaration of plaintiff's counsel shall authenticate a fully executed copy of any settlement agreement. In addition, the declaration shall address each of the following:
 - a. What is the form and value of the consideration, how was it calculated, and to whom is it to be paid?
 - b. Is the plaintiff required to execute a release in addition to a dismissal? If so, what is the scope of that release?
 - c. How is the retention of that consideration either by the plaintiff or the plaintiff's attorney consistent with their respective fiduciary duties to the class? In particular, if the plaintiff has negotiated a settlement of any individual claim against any defendant separate from the representative claims, and that settlement provides for the payment to any plaintiff of consideration other than a waiver of costs, the declaration shall as to each such individual claim:
 - i. Estimate both (A) the total amount of damages, monetary penalties, attorney's fees and costs, interest, or other relief that the plaintiff would be awarded if the action were entirely successful at trial on that claim, and (B) the total amount of damages, monetary penalties, attorney's fees and costs, interest, or other relief that the plaintiff could reasonably expect to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks;
 - ii. Briefly describe the basis for those estimates; and
 - iii. Describe the form and value of the consideration to be paid in satisfaction of that claim.
5. The declarations by plaintiff and plaintiff's counsel shall state (a) whether the declarant has ever informed any of the putative class members – whether formally or informally, orally or in writing, individually or as a group – of the preparation, filing, or pendency of the action, and (b) if so, both (i) the nature and extent of that information and (ii) whether the declarant knows or has a means of discovering the name and mailing address of the putative class member or members to whom that information was communicated.
6. If the dismissal is in exchange for no consideration other than a waiver of costs, the request shall explain the reason for the dismissal. If the reason is that the named plaintiff no longer wishes to prosecute the case on behalf of the putative class:
 - a. The plaintiff shall explain the reason for his or her change of heart. Simply stating that the plaintiff no longer wishes to represent the class is not sufficient.

- b. The plaintiff's counsel shall explain why counsel wishes to abandon the class claims rather than locate a new class representative.
- 7. Any request shall explain why the putative class members will not be prejudiced by the requested dismissal.
- 8. If the complaint alleges any claims under Labor Code section 2699 (PAGA), and the plaintiff intends to dismiss any of those representative claims because the plaintiff has negotiated a settlement of individual claims against any defendant separate from the representative claims, and that settlement provides for the payment to any plaintiff of any consideration (other than a waiver of costs) that is in addition to or instead of PAGA penalties, the plaintiff's counsel's declaration shall describe the information required by section G.9.

F. MOTIONS & APPLICATIONS GENERALLY

- 1. A party making an ex parte application must, inter alia, "[a]ttempt to determine whether the opposing party will appear to oppose the application." (Cal. Rules of Court, rule 3.1204(a)(2).) That attempt shall be made by telephone. Written notice asking the opposing party to inform the moving party of the opposing party's intentions is not sufficient.
- 2. A party desiring an order shortening time for notice of a motion shall not bring an ex parte application for such an order until that party has first (a) reserved the earliest available hearing date for the motion and (b) filed the motion. The Court will not deem the ex parte application as constituting the motion to be heard.

G. MOTIONS FOR PRELIMINARY APPROVAL OF SETTLEMENT

If the matter is settled, a motion for preliminary approval of the settlement must be filed. All applications for such approval shall be made by noticed motion, and shall be supported by declaration. In order to aid the Court's review, all declarations filed in support of a motion for preliminary approval shall include appropriate headings that identify the specific paragraph of Section G which is being addressed. For example, counsel's estimate of the number of individuals in the class should be preceded by a heading that identifies G(3)(a)(1), and counsel's estimate of the recovery by the average class member if the settlement were approved should be preceded by heading that identifies G(3)(a)(iv).

1. Settlement Agreements in General

- a. The settlement agreement shall not provide that any order, notice, form, or judgment shall include any provision that this order prohibits from being included in such a document. (See §§ G.3 through G.10 and I, *infra*.)

- b. The settlement agreement shall be written, signed by all necessary parties, and filed, either in the form of a separate stipulation or as an authenticated attachment to a declaration of counsel.

2. Notices of Settlement

Regardless of the terms of the proposed settlement, counsel shall not file a Notice of Settlement of Entire Case (Judicial Council form CM-200).

3. The Motion in General

- a. The motion shall be supported by a declaration from the plaintiff's attorney that, inter alia:
 - i. Sets forth the attorney's estimate of the number of individuals in the class and for any settlement that includes a claim for statutory penalties under the Labor Code Private Attorney General Act of 2004 ("PAGA"), sets forth the attorney's estimate of the number of aggrieved employees employed during the applicable PAGA period.
 - ii. (A) Sets forth the attorney's estimate of the total amount of damages, monetary penalties or other relief that the class would be awarded on each claim if that claim were entirely successful at trial; (B) explains how that estimate was calculated; and (C) states the collective total for all of the claims.
 - iii. Sets forth: (A) the attorney's estimate as to each claim of the total amount of damages, monetary penalties or other relief that the class could reasonably expect to be awarded at trial, taking into account difficulties of proof, the defendant's defenses, and other attendant risks; (B) the attorney's reasons for those estimates; (C) and the likely award at trial for all claims collectively.
 - iv. Sets forth the attorney's estimate of the recovery by the average class member, exclusive of any amounts payable under the settlement of any PAGA claim, if the settlement were approved. If the recovery by different class members will vary, the attorney shall also estimate the range (high and low) of possible recoveries.
 - v. Sets forth the attorney's estimate of the recovery by the individual aggrieved employees under the proposed settlement of any PAGA claim.
 - vi. Describes in detail the nature and extent of the formal and informal discovery exchanged and other factual investigation conducted to determine the size of the class and the strength of the class claims.
 - vii. States (A) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the

class defined in this action and (B) whether the attorney made reasonable inquiry of other members of the attorney's law firm and any associated law firm to determine whether those individuals are aware of any such similar actions. If any such similar actions are known to exist, the declaration shall also state (C) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.

- b. The motion shall be supported by a declaration from the defendant's attorney that states (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.
- c. The motion shall describe how the value of any uncashed checks, unpaid cash residue, or other unclaimed or abandoned funds will be distributed.
 - i. In a wage-and-hour case or any other case seeking relief on behalf of a class of employees, the Court believes that redistribution of the value of uncashed settlement check to those class members who have cashed their checks will better serve the public interest and the interest of the class than distribution in the manner otherwise prescribed by Code of Civil Procedure section 384, subdivision (b). If one or more of the parties disagree, then the motion shall be supported by a declaration from a party or the party's counsel explaining the factual basis for the disagreement.
 - ii. In any other type of case, the motion shall describe the intended distribution of unclaimed funds in accordance with Code of Civil Procedure section 384, subdivision (b), and shall explain the reason for choosing proposed recipient as opposed to other potential recipients considered.
 - iii. The motion shall be supported by a declaration from a knowledgeable person from the proposed recipient. The declaration shall:
 - A. Establish that the recipient is a nonprofit organization, foundation, or program of the type described in that subdivision.
 - B. Describe the history of the recipient, the types of projects that it has conducted or supported over the last five years, and any particular use to which it would intend to devote the unpaid residue if received.
 - C. Describe the geographic area in which the recipient operates in general, and the nature and extent of the services it provides in Riverside County in particular.

- iv. The declarations of the attorneys for the plaintiff and for the defendant shall describe both (A) any relationship between the proposed recipient and (1) any class representative or other party, (2) any officer, director, or manager of any party, or (3) any attorney or law firm for any party, and (B) the inquiries the attorney made to determine whether there is any such relationship.
 - v. The agreement shall not provide that the unclaimed funds be deposited into the Industrial Relations Unpaid Wage Fund. (Lab. Code, § 96.6.) That fund is limited to wages or monetary benefits determined by the Labor Commissioner to be due to an employee after an investigation by the Labor Commissioner, and thus will not accept wages, penalties or interest distributed as part of the settlement of a lawsuit brought by a plaintiff other than the Labor Commissioner.
- d. If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by:
- i. A declaration from the plaintiff's attorney, stating whether bids were sought from multiple potential administrators and, if so, the results of that competitive bidding. If the parties did not select the lowest bidder, the declaration shall explain that decision.
 - ii. A declaration from the administrator describing:
 - A. The administrator's experience;
 - B. The fee to be charged by the administrator to perform the services described in the settlement agreement and proposed order;
 - C. Whether that fee is (1) fixed, (2) hourly, or (3) hourly with a cap; and
 - D. How the fee was calculated.
- e. Any release to be given by the participating class members (other than the class representatives) shall be limited to:
- i. The defendants named in the complaint, together with their officers, directors, employees and agents. If any other parties are sought to be released, the motion shall both (A) identify those other parties by name and (B) explain the facts that justify their inclusion.
 - ii. The claims stated in the complaint and those based solely upon the facts alleged in the complaint.
 - iii. Liability that arose during the class period as defined by the settlement agreement.
 - iv. Any release of claims for PAGA penalties shall bind only the named plaintiff and the State of California and shall release only those claims described in the notice sent by plaintiff to the LWDA, and only to the extent that they are

alleged in the complaint. An example of an acceptable release is as follows: “Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA; Plaintiff does not release any aggrieved employee’s claim for wages or damages.”

- f. If notice is not to be given by first class mail to addresses believed to be current, the motion shall discuss the proposed method of giving notice, the alternative methods considered, and the reasons that the proposed method is the one most likely to give actual notice to the greatest number of class members.
- g. If the settlement requires any of the class members to submit claims, the motion shall explain why a claim process is reasonably necessary. If the defendant knows (A) the identity of the class members, (B) their addresses or former addresses, and (C) the facts necessary to calculate the recovery of each class member, the Court will require a strong showing of necessity for a claims process.
- h. If the settlement provides that any portion of the consideration paid or deposited by the defendant may revert to the defendant, the motion shall explain (i) the circumstances under which that reversion would occur, (ii) the maximum amount of any reversion, and (iii) why that reversion is fair.
- i. If the settlement includes compensation for unpaid wages, the motion shall describe how the employer’s share of any applicable payroll taxes will be handled. The Court suggests that the employer’s share not be paid out of the gross settlement fund. The Court is not likely to include the amount of those payments when calculating the plaintiff’s counsel’s percentage attorney’s fee.
- j. The motion shall describe how individual settlement payments will be allocated for tax purposes among wages, interest and non-PAGA penalties and how such allocation was determined. Payments to aggrieved employees pursuant to the settlement of any PAGA claim should be addressed separately and allocated solely as penalties. The 25% portion of PAGA penalties payable to aggrieved employees should not be included as part of the net settlement amount.
- k. The documents that will be read by or used by the class members – the proposed notice, objection form, exclusion form, and any claim form – shall be drafted in a manner that is likely to be readily understood by the members of the class.
 - i. In particular, they shall not contain any Latin terms (such as et al. and et seq.), any legal terms of art (such as nonexempt and class certification), or any unfamiliar symbols or abbreviations (such as §, LLC, and IWO).
 - ii. To assist the Court in determining whether those documents comply with that directive, the motion shall be supported by a declaration of the defendant on personal knowledge concerning the likely age, education, and experience of the class members, and of their ability to read and comprehend English.

4. The Proposed Order

- a. The motion shall be accompanied by a separate proposed order which shall include, as attachments to the order, the proposed notice (Cal. Rules of Court, rule 3.769(e)), proposed exclusion form, proposed objection form, any proposed claim form, and any other form that is proposed to accompany the notice. The Court is likely to modify those proposed forms. Therefore, the Court will not issue an order that merely incorporates by reference the forms attached to the settlement agreement.
- b. The settlement agreement shall not be attached to the order.
- c. Counsel shall carefully review both the terms and the terminology of the order and accompanying forms (notice, objection form, exclusion form, and any claim form) to confirm that the various documents are internally consistent, consistent with each other, and consistent with the settlement agreement.
- d. The order shall state the name of any settlement administrator, and shall describe the nature of the services that the administrator will be required to perform, either directly or by reference to the settlement agreement.
- e. The order shall provide that the notice shall be accompanied by an exclusion form that the class members may use. The order shall provide that any exclusion form shall be submitted to the settlement administrator rather than filed with the court. The order shall not require the class member to send copies of the exclusion form to counsel, but may require the settlement administrator to do so. The order shall provide that the settlement administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the administrator.
- f. The proposed order shall provide that the notice shall be accompanied by an objection form that the class members may use. The order shall provide that any objection shall be submitted to the settlement administrator rather than filed with the court. The order shall not require the class member to send copies of the objection form to counsel, but may require the settlement administrator to do so. The order shall provide that the settlement administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every objection form received by the administrator.
- g. Neither the order, the notice, nor the objection form shall require an objecting party to do either of the following, either personally or through counsel:
 - i. To appear at the hearing on the motion for final approval for that party's objection to be considered.
 - ii. To file or serve, or to state in the objection, a notice of intention to appear at the hearing on the motion for final approval.

- h. The order shall provide a proposed date for the Final Approval Hearing. The order shall require that either counsel or the administrator must give notice to any objecting party of any continuance of the hearing of the motion for final approval.
- i. Neither the order nor the notice shall purport to enjoin the class members from filing any actions or administrative claims or proceedings pending the final hearing on the settlement, or for any other period.
- j. If notice is to be given by mail, and if the class members will be required to submit a claim form, the order shall provide:
 - i. That the notice be accompanied by a stamped envelope addressed to the claims administrator; and
 - ii. That the claims administrator be required to send a reminder notice to every class member from whom no claim or exclusion request is received within 30 days of mailing the notice.

5. The Proposed Notice

- a. The notice shall include an estimate of the likely recovery by the individual class member to whom the notice is sent, if known. If it is not known, the notice shall include an estimate of the likely recovery by the average class member. If the recovery by different members will vary, the notice shall also include an estimate of the range of possible recoveries.
- b. To avoid discouraging any dissenting class members from objecting to the proposed settlement, the notice shall clearly indicate that the Court has determined only 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.
- c. The notice shall advise the class members of where they can find the settlement agreement, by describing (i) the full title and filing date either of the settlement agreement or of the declaration or other document to which the agreement was attached when filed with the Court, (ii) the address of the courthouse to which the case is assigned, and (iii) the address of the court's website at which the case file can be viewed on-line.
- d. Neither the notice nor the documents enclosed with it shall describe any settlement administrator as the "claims administrator" unless the class members are required to submit claims.
- e. The notice shall include a description of any release being given by the class members.
- f. If the action includes a claim for statutory penalties under PAGA, the notice shall explain what PAGA is and advise class members/aggrieved employees that they may neither object to nor opt out of the PAGA settlement. The Notice shall also

describe the terms of the settlement of the PAGA claim, including who is an aggrieved employee and shall provide an estimate of the individual aggrieved employee's share of the penalties and advise aggrieved employees that the payments will be reported on a Form 1099.

6. The Proposed Claim Form

The information required to be provided by the class member on any claim form shall not exceed the minimum information necessary to (a) identify the claimant, (b) process the claim, and (c) contact the claimant to clarify any uncertainties.

7. The Proposed Objection Form

- a. The objection form shall (i) instruct the objecting class member that the objection must be mailed or delivered to the settlement administrator, (ii) state the name and address of the settlement administrator, and (iii) state the date by which the objection must be mailed or otherwise delivered.
- b. The information required to be provided by an objecting class member on the objection form shall not exceed the minimum information necessary to (i) identify the objector as a person entitled to object to the settlement, (ii) describe the nature of and basis for the objection, and (iii) contact the objector to clarify any uncertainties.
- c. If a claim must be submitted to participate in the settlement, the objection form shall remind the objector that, to participate in the settlement in the event that the objection is overruled, the objector must also submit a claim.

8. The Proposed Exclusion Form

- a. The exclusion form shall (i) instruct the class member seeking exclusion that the exclusion form must be mailed or delivered to the settlement administrator, (ii) state the name and address of the settlement administrator, and (iii) state the date by which the exclusion form must be mailed or otherwise delivered.
- b. The information required to be provided by a class member on the exclusion form shall not exceed the minimum information necessary to (i) identify the person as a class member and (ii) contact the person to clarify any uncertainties.
- c. The exclusion form shall indicate that exclusion from the class settlement will not result in exclusion from any PAGA settlement.

9. PAGA Penalties

- a. If the action includes a claim for statutory penalties under PAGA, the motion shall explain the terms of any settlement of that claim.
- b. If the settlement provides for the payment of penalties under PAGA, the motion shall be accompanied by a declaration describing how the penalties were calculated and otherwise establishing facts sufficient to allow the Court to review and approve

those penalties as required by Labor Code section 2699, subdivision (l). In particular, the declaration shall explain:

- i. The nature of the alleged violations;
 - ii. The number of alleged individual violations, including both the length of the relevant employment period and the number of employees allegedly employed during that period;
 - iii. The total amount of penalties for which the defendant is potentially liable if all allegations are proven;
 - iv. The total amount of penalties defendant is likely to be found liable at trial considering the weight of the evidence, the clarity of the applicable law, and the strength of any factual or legal defense likely to be asserted by the defendant;
 - v. The likelihood that any violations would be proven to have been knowing and intentional;
 - vi. Any facts that tend to suggest that the imposition of the total amount of statutory penalties for which the defendant would be likely to be found liable at trial would be unjust, arbitrary and oppressive, or confiscatory;
 - vii. How the amount of the agreed-upon penalties was calculated or otherwise arrived at; and
 - viii. Any other factors that are material to a determination that the amount of the agreed-upon penalties is fair.
- c. All PAGA penalties shall be distributed among all aggrieved employees, even those who opt out of the class settlement.
- d. Any release of claims for PAGA penalties:
- i. Shall bind only the named plaintiff and the State of California;
 - ii. Shall release only the defendant named in the complaint, together with its officers, directors, employees and agents. If any other parties are sought to be released, the motion shall both (i) identify those other parties by name and (ii) explain the facts that justify their inclusion; and
 - iii. Shall release only those claims described in the notice sent by the plaintiff to the LWDA, and only to the extent that they are alleged in the complaint.
 - iv. An example of an acceptable release is as follows: "Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any aggrieved employee's claim for wages or damages."

If the Court either denies the motion or continues the hearing on the motion, and if the plaintiff thereafter files any amended settlement agreement, order, notice or form in support of either that motion or a renewed motion, the plaintiff shall file a declaration authenticating a “red-lined” version of the amended document, showing how the earlier version was modified.

H. MOTIONS FOR FINAL APPROVAL OF A SETTLEMENT

If a motion for preliminary approval is granted, the plaintiff must thereafter move for final approval of the settlement.

1. The order granting preliminary approval will set the date for the hearing on the plaintiff’s motion for final approval. Promptly after the entry of that order, the plaintiff shall reserve a law and motion hearing on the date set in the order.
2. Any request for a “service,” “enhancement,” or “incentive” payment to a named class representative shall be supported by a declaration from the proposed recipient in which the declarant:
 - a. Describes the services performed by the declarant to further the prosecution of the action;
 - b. Estimates the time incurred by the declarant in performing those services;
 - c. Describes any risks assumed or benefits received by the declarant in prosecuting the action;
 - d. Describes any adverse consequences actually suffered by the declarant as a result of prosecuting the action; and
 - e. States the amount that the declarant expects to receive as a class member.
3. Any request of attorney’s fees shall be supported by a declaration of plaintiff’s counsel that provides evidence of the total amount of time spent by counsel, a description of the work performed, the reasonableness of the fees charged and a detailed description of the costs actually incurred. Additionally, if relevant, the request for fees shall also advise the Court whether there is an agreement about how attorney fees will be paid, including fee splitting, and whether the client(s) has been given written notice.
4. Any request for compensation for expenses incurred by the plaintiff’s attorneys shall be supported by a detailed declaration or other evidence describing the date, nature, and amount of each expense incurred.
5. The motion shall be accompanied by a declaration from the settlement administrator. That declaration shall:
 - a. Describe both (i) the administrator’s distribution of the notice, objection form, exclusion form, and any claim form, and (ii) the results thereof. If claims are required, the declaration shall describe the number of claims received and the total

value of the claims. The declaration shall clearly distinguish between valid forms and any forms that are untimely, incomplete, or otherwise invalid.

- b. Attach and authenticate (i) a copy of the final version of the notice and of all forms enclosed with it, including the objection form, the exclusion form, and any claim form, (ii) a copy of every objection form received, and (iii) a copy of every exclusion form received. If the reasons stated on any objection form are in a language other than English, the administrator shall include a translation into English.
 - c. Describe (i) the services performed by the administrator to the date of the declaration, (ii) the time and expenses incurred to perform those services, and (iii) either the fee charged for those the services or the agreed-upon flat fee.
 - d. Describe (i) the services to be performed by the administrator after the date of the declaration, (ii) the estimated time and expenses needed to perform those services, and (iii) either the estimated fee for those the services or the agreed-upon flat fee.
6. If the settlement includes compensation for unpaid wages, and if the employer's share of the payroll taxes is to be paid out of the settlement funds, the motion shall be supported by a declaration estimating the amount of those taxes.
 7. The motion shall be accompanied by a proposed judgment or, if counsel prefer, a proposed combined order and judgment.
 8. The judgment shall require that:
 - a. Any envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
 - b. Any settlement distribution check shall be negotiable for at least 90 days but not more than 180 days from the date of mailing.
 - c. The administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing.
 - d. If (i) any of the class members are current employees of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange with the defendant to have those distributions delivered to the employees at their place of employment.
 9. The first reference in the judgment to the settlement agreement shall include a statement of (a) the title of the settlement agreement, (b) the date the agreement was filed, and (c) the name of the document to which the agreement was attached, if any.
 10. The judgment shall state the names of any class members who excluded themselves from the settlement, if any.

11. If multiple law firms represent the plaintiff, the judgment shall separately state the fees and expenses to be paid to each firm.
12. If the settlement agreement provides for the distribution of any funds to a *cy pres* recipient, the judgment shall state the recipient's name and address, and shall describe the circumstances under which funds would be paid to that recipient.
13. The judgment shall not:
 - a. Expose the class members to a potential contempt charge by barring or otherwise enjoining the class members from prosecuting the released claims.
 - b. Include a provision that the class members shall be deemed to have agreed not to sue on any released claims, or any other provision that may expose the class members to potential liability for either breach of contract or misrepresentation.
 - c. Provide for the dismissal of the action. (Cal. Rules of Court, rule 3.769(h).)
14. The judgment may restrict the plaintiff and the defendant from offering the settlement agreement into evidence in actions between each other, but shall not purport to prevent other parties from doing so or to otherwise predetermine its admissibility in litigation involving third parties.
15. The judgment shall describe both the text of the notice of entry of judgment to be given to the class members (Cal. Rules of Court, rule 3.771(b)), the party or person required to give that notice, and the manner in which that notice is to be given.
16. If the Court either denies the motion for final approval or continues the hearing on the motion, and if the plaintiff thereafter files any amended proposed order or judgment, or other document in support of either that motion or a renewed motion, the plaintiff shall file a declaration authenticating a "red-lined" version of the amended document, showing how the earlier version was modified.
17. The order granting the motion for final approval shall provide a date for the Final Report (Nonappearance) Hearing and a deadline for the filing of a report concerning the amount of money distributed.

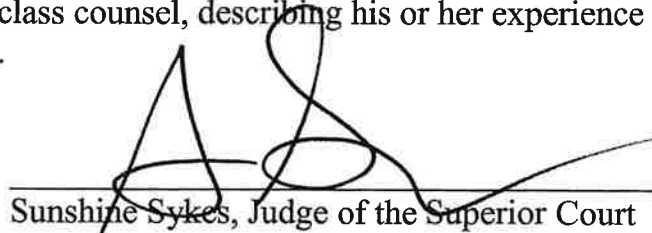
I. FINAL REPORT (NONAPPEARANCE) HEARING

Any report pursuant to Code of Civil Procedure section 384, subdivision (b), shall be filed within 5 court days of the nonappearance hearing and shall be in the form of a declaration from the administrator or other declarant with personal knowledge of the facts, and, if there is unpaid residue to be distributed, shall be accompanied by a proposed amended judgment. The report shall be in the form of a declaration from the settlement administrator or other declarant with personal knowledge of the facts, and to describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

If applicable, the proposed amended judgment shall require counsel for Plaintiff to send a copy of any amended judgment which distributes funds to a cy pres recipient to the Judicial Council in compliance with CCP Section 384.5. Further the correspondence by counsel shall include a cover letter providing the Judicial Council with the information required pursuant to Government Code Section 68520. Proof of Service shall be filed with the court within 15 days of the filing of the judgment.

J. MOTIONS REGARDING CLASS CERTIFICATION

1. No motion for class certification or to deny class certification shall be filed without leave of court. Before leave to file such a motion is requested, the Court expects the parties to have exhausted efforts to mediate a resolution of the case.
2. At the time that the Court grants leave of court to file either a motion for class certification or a motion denying class certification, the Court will also establish a briefing schedule and will set a status conference on a date after the reply brief is due. At the status conference, the Court will determine the date on which the motion will be heard. The hearing date may be far enough in the future to allow for further mediation.
3. If multiple classes or subclasses are alleged, the motion shall address the issues of definition, ascertainability and numerosity separately as to each class or subclass.
4. If multiple class representatives are proposed, the motion shall address the issues of typicality and adequacy of representation separately as to each representative.
5. If multiple class claims are alleged, the motion shall address the issue of whether common questions of law and fact predominate separately as to each such claim.
6. A motion for class certification shall include:
 - a. A trial plan that explains how the plaintiff will establish a prima facie case at trial. If the plaintiff intends to rely upon statistical evidence to prove any portion of any class claim, the plan shall describe that evidence and how it will be used to promote manageability. If the defendant has raised any affirmative defenses that rely upon individual evidence, the plan that explains how those defenses can be litigated.
 - b. A declaration of proposed class counsel, describing his or her experience in representing a class at trial.



Sunshine Sykes, Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501

Case Number: CVRI2101796

Case Name: CELAYA vs GLP SERVICES LLC

Scott M Lidman
2155 CAMPUS DRIVE
SUITE 150
EL SEGUNDO, CA 90245

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing notice on this date, by depositing said copy as stated above.

Notices Mailed: Class Action Case Management Order #1

Dated: 07/13/2021

W. SAMUEL HAMRICK JR.,
Court Executive Officer/Clerk of Court

by: 

J. Castillo, Deputy Clerk

EXHIBIT B

to Compendium of Declarations

EXHIBIT B

to Compendium of Declarations

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Attorneys for Plaintiff
JOSE CELAYA

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

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

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]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Reservation ID: 287743816407

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

1 I, ELIZABETH NGUYEN, declare as follows:

2 1. I am a shareholder of the law firm Lidman Law, APC, and counsel for the named Plaintiff
3 Jose Celaya (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this Court.
5 I have personal knowledge of the facts stated in this declaration and could testify competently to them
6 if called upon to do so.

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern
8 for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During
9 law school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel
10 for the State Bar of California.

11 3. Since graduating from law school, my practice has focused almost exclusively on
12 employment litigation. In October 2007, I began working as an associate attorney at the international
13 law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the
14 “largest law firm in the world exclusively devoted to representing management in employment,
15 employee benefits and labor law matters.”

16 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
17 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment
18 practice group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to
19 Shareholder in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my
20 practice has been and continues to be exclusively labor and employment law, with a strong emphasis
21 on wage and hour class actions venued in both state and federal courts. During this time period and my
22 legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters
23 as well. During my employment at Littler Mendelson, I was a member of its Class Action Practice
24 Group.

25 5. During my employment at Littler Mendelson, I played a significant role in the class
26 actions that I was staffed on, and was primarily responsible for managing the litigation both in my role
27 as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and hour
28

1 class action experience performing the following types of tasks: drafting demurrers, motions to strike
2 and/or dismiss; removing actions from state court to federal court; drafting and responding to written
3 discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting
4 motions to consolidate related matters; interviewing putative class members and obtaining declarations
5 in connection with class certification; drafting oppositions to motions for class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
7 at class certification and potential damages resulting from such claims; drafting mediation briefs;
8 serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class
9 members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I
10 also was involved in the negotiations and settlements of many large wage and hour class actions. In
11 short, I played an integral role in all aspects of litigation from the inception of a matter through and
12 beyond class certification. I also supervised the work of several associate attorneys who were staffed
13 on the same wage and hour class actions.

14 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
15 actions that I performed substantial work on while I was an Associate and/or Shareholder at Littler
16 Mendelson:

- 17 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
18 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 19 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
20 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 21 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
22 States District Court, Central District of California, Honorable Judge Percy
23 Anderson, presiding.
- 24 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
25 States District Court, Central District of California, Honorable Judge Percy
26 Anderson, presiding.

- 1 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
2 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson,
3 presiding.¹
- 4 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
5 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
6 presiding.
- 7 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
8 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 9 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
10 States District Court, Central District of California, Honorable Judge Dale
11 Fischer, presiding.
- 12 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
13 States District Court, Central District of California, Honorable Judge Margaret
14 Morrow, presiding.
- 15 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
16 District Court, Central District of California, Honorable Judge Margaret Morrow,
17 presiding.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
20 Barton, presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Judge Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

1 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM,
2 United States District Court, Central District of California, Honorable Judge Dale
3 Fischer, presiding.

4 ▶ *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
5 States District Court, Central District of California, Honorable Judge Dale
6 Fischer, presiding.

7 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to start a law
8 firm with another former Littler Mendelson Shareholder, Scott M. Lidman, to represent employees
9 with work-related claims, including primarily wage and hour claims and almost exclusively on a class-
10 action basis. I am currently a Shareholder of Lidman Law, APC. Currently, over ninety percent (90%)
11 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am
12 currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State
13 courts throughout California, with several of them having been removed to Federal courts. I believe
14 that my professional experience renders me more than qualified to serve as class counsel in this lawsuit
15 involving claims of underpaid overtime and minimum wages, meal and rest period violations, and
16 derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my
17 career involving similar claims, including the wage and hour class actions identified above, I have
18 litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to
19 realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense
20 of similar wage and hour claims, as well as those facts and arguments in support and in opposition to
21 class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
22 involved in wage and hour class action litigation.

23 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
24 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
25 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
26 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
27 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
28

1 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
2 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
3 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
4 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
5 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
6 Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court,
7 County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane,*
8 *Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael
9 A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
10 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*
11 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
12 Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No.
13 BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
14 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of
15 Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case
16 No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
17 Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084,
18 California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero*
19 *v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles,
20 Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*,
21 Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge
22 David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-
23 CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding;
24 *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
25 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001,
26 California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding;
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1 and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States
2 District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

3 9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately
4 involved in every aspect of this case from its inception through the present, and I believe that the
5 proposed Settlement is a favorable result for the Settlement Class under the circumstances presented.

6 10. The details of the work completed in this case by me, my firm and/or my co-counsel are
7 set forth in the declaration of Scott M. Lidman filed concurrently herewith.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct.

10 Executed on September 15, 2022 at El Segundo, California.

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Elizabeth Nguyen

EXHIBIT C

to Compendium of Declarations

EXHIBIT C

to Compendium of Declarations

LIDMAN LAW, APC

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Attorneys for Plaintiff
JOSE CELAYA

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

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

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]*

**DECLARATION OF MILAN MOORE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

Reservation ID: 287743816407

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

1 I, MILAN MOORE, declare as follows:

2 1. I am an Associate with Lidman Law, APC, counsel for named Plaintiff Jose Celaya
3 (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good
4 standing of the bar of the State of California and am admitted to practice in this Court. I have personal
5 knowledge of the facts stated in this declaration and could testify competently to them if called upon
6 to do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State
8 Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing
14 counsel, drafting and responding to written discovery, preparing for and taking and defending
15 depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to
16 compel, drafting mediation briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law,
18 APC. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits
19 in both state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection,*
24 *Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge
25 William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
26 Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western*
27 *Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge
28

1 Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477,
2 California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding;
3 *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside,
4 Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No.
5 CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
6 Cohn presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court,
7 County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No.
8 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh
9 presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of
10 Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight*
11 *Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District
12 of California, the Honorable Judge Philip S. Gutierrez presiding.

13 5. The declaration of my co-counsel, Scott M. Lidman filed concurrently herewith, sets
14 forth the of the work completed in this case by attorneys in our co-counsel's firm and/or other attorneys
15 in my firm.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed on September 15, 2022, at El Segundo, California.

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Milan Moore

EXHIBIT D

to Compendium of Declarations

EXHIBIT D

to Compendium of Declarations

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Attorneys for Plaintiff
JOSE CELAYA

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

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

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]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Reservation ID: 287743816407

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

1 I, PAUL K. HAINES, declare as follows:

2 1. I am the principal of the law firm Haines Law Group, APC, and counsel for the named
3 Plaintiff Jose Celaya (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice in this
5 Court. I have personal knowledge of the facts stated in this declaration and could testify competently
6 to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated cum
8 laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy, located in
9 Encino, California. I also spent a semester in law school working as an extern for the Honorable
10 Edward Rafeedie, District Judge for the United States District Court for the Central District of
11 California.

12 3. Since graduating from law school, my practice has focused exclusively on employment
13 litigation. In September 2007, I began working as an associate attorney at the international law firm
14 of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest U.S.-
15 based law firm exclusively devoted to representing management in every aspect of labor and
16 employment law.” While at Littler Mendelson, I was primarily staffed on wage and hour class actions
17 venued in both state and federal courts, and I also worked on a number of single and multi-plaintiff
18 wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the class
20 actions that I was staffed on, as I was often the only associate staffed on such cases. In particular, I
21 received a wide-array of wage and hour class action experience performing the following types of
22 tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal
23 court; drafting and responding to written discovery; drafting and opposing discovery related motions;
24 arguing discovery related motions; drafting motions to consolidate related matters; interviewing
25 putative class members and obtaining declarations in connection with class certification; drafting
26 oppositions to motions for class certification; drafting motions for decertification following class
27 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims,
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1 the likelihood of prevailing at class certification and potential damages resulting from such claims;
2 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiff
3 and putative class members; deposing retained expert witnesses; and defending the depositions of
4 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception of
5 a matter through and beyond class certification. I also supervised the work of several junior attorneys
6 who were staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at its Los
9 Angeles office, where I began working in July 2011. During my employment at Morgan, Lewis &
10 Bockius LLP, I worked exclusively on the defense of wage and hour class and collective actions. For
11 the vast majority of these cases, I was the only associate staffed on the matter, and I performed the
12 same job duties as described in the immediately preceding paragraph. In addition to working on wage
13 and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid” actions
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well as
15 California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since February
18 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent (90%) of my
19 practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
20 responsible for prosecuting over thirty (30) wage and hour class actions filed in both State and Federal
21 courts throughout California. Below are some of the matters in which I have been appointed as Class
22 Counsel, all of which have been granted final approval: *Hilberger v. Eisenhower Medical Center*, Case
23 No. INC1204915, California Superior Court, County of Riverside, Honorable Judge John G. Evans,
24 presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2012 and 2013);
25 *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049, California Superior Court, County
26 of San Luis Obispo, Honorable Judge Martin J. Tangeman, presiding, (in which I was approved for an
27 hourly rate of \$425 for work performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No.
28

CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States

1 District Court, Northern District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding
2 (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v.*
3 *College Hospital*, Case No. BC487206, California Superior Court, County of Los Angeles, Honorable
4 Judge John Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of \$500 for work
5 performed in 2013, 2014 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905
6 EMC, United States District Court, Northern District of California, Honorable Edward M. Chen,
7 presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015);
8 *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District
9 of California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly rate
10 of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-
11 cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis
12 J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014
13 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California
14 Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman, presiding (in which I was
15 approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez v. Res-*
16 *Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John
17 S. Wiley, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2013,
18 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
19 States District Court, Central District of California, Honorable Judge John F. Walter, presiding (in
20 which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera*
21 *Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County
22 of San Luis Obispo, Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly
23 rate of \$550 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health*
24 *Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge
25 Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in
26 2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court,
27 County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an
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hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action and/or conditionally certifying a collective action, in the following cases:

- 1 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
3 (certifying a class of employees who were misclassified as independent contractors);
- 4 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States
5 District Court, Central District of California, Honorable Judge Beverly Reid O'Connell,
6 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
8 Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a
9 rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- 10 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
11 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
12 certifying an unpaid FLSA overtime wage class);
- 13 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
14 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
15 (conditionally certifying an unpaid FLSA overtime wage class);
- 16 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
17 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
18 (certifying unpaid overtime wage class and waiting time penalty class); and
- 19 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
20 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
21 classes of employees for rest period violations, wage statement violations, meal period
22 violations, and overtime and double-time violations);
- 23 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States
24 District Court, Southern District of California, Honorable William Q. Hayes presiding
25 (certifying six classes of employees for unpaid wages, meal period violations, wage statement
26 violations, and waiting time penalties); and

1 Executed on September 15, 2022, at El Segundo, California.

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4 Paul K. Haines
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EXHIBIT E

to Compendium of Declarations

EXHIBIT E

to Compendium of Declarations

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Attorneys for Plaintiff
JOSE CELAYA

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

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

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]*

**DECLARATION OF PLAINTIFF JOSE
CELAYA IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Reservation ID: 287743816407

Complaint Filed: April 8, 2021

Trial Date: None Set

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I, JOSE CELAYA, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant GLP Services, LLC (“GLP”) as an hourly, non-exempt employee from approximately July 1, 2019 through approximately December 20, 2019, at which time I began a leave of absence. I believe I was terminated in or around December 2020. While working at GLP’s Mecca facility, I was an Equipment Operator, and was subject to GLP’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with GLP I was not paid for all my time worked. Specifically, it took me about 20 minutes to complete pre-shift tasks, including, getting a radio with a charged batter, putting on my safety gear, servicing the machines and going to the control room, yet, GLP did not pay me for this time. It is also my understanding that GLP rounded hours worked such that I would not be fully paid for all time worked and all the time I was under GLP's direction and control. GLP also paid me bonuses but did not include them in my regular rate for purposes of overtime. I also do not believe I received all legally required meal and rest breaks. Specifically, due to the work demands imposed by GLP, I was often provided late and/or short meal breaks. Further, when I worked shifts over 10.0 hours, I was not provided a second meal period. Additionally, I was not authorized and permitted to take all my required rest breaks. Further, as a result of GLP requiring me to remain in the work facility during my rest breaks, it is my understanding that GLP failed to authorize and permit me to take duty-free rest breaks. Despite not getting all of my meal and rest breaks, I do not believe GLP paid me any meal and/or rest period premiums. As a result of these violations, I also do not believe I received accurate and complete wage statements. I also do not believe I received all of my wages owed at the time of my separation of

1 employment with GLP. I filed a lawsuit alleging these violations on behalf of myself and the other
2 hourly employees because I thought GLP should follow the law and pay its employees correctly.

3 4. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I
4 answered all of their questions about my employment and made myself available whenever I was
5 needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics they
6 wished to discuss, including my hours worked, meal and rest breaks, and the bonuses I received.

7 5. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
8 my former co-workers and current employees of GLP by helping them recover their unpaid wages and
9 meal and rest period premium wages and penalties. I knew that there was a risk that I could be liable
10 for GLP's costs if we lost the case. I accepted this risk because I wanted GLP to compensate their
11 current and former employees for all unpaid wages and meal and rest period premium wages.

12 6. I understood the lawsuit is part of the public record. I was afraid filing a class action
13 and PAGA lawsuit could make it hard for me to find another job because there is a real risk that future
14 employers would not want to interview and/or hire me because I sued an employer. I accepted that
15 burden for the benefit of other employees of GLP. Indeed, if I had not sought legal representation to
16 enforce California's labor laws, I do not believe my former co-workers and current employees of GLP
17 and California's Labor and Workforce Development Agency ("LWDA"), which I understand will
18 receive a portion of the proposed settlement, would receive any of the settlement funds. Without
19 counsel and the assistance of myself, I do not believe we would have gotten the proposed settlement
20 which will benefit the other employees. Therefore, I believe that I put the interests of the Settlement
21 Class before my own.

22 7. I have been actively involved in this case since joining this lawsuit in April 2021.
23 Among other things, I gathered various employment related documents for use in the lawsuit. Without
24 revealing and/or waiving attorney-client privileged communications, I also communicated with my
25 attorneys on numerous occasions.

26 8. Additionally, I worked with my lawyers to prepare for the mediation and was available
27 that day for any questions that arose. When my attorneys told me that we had finally reached a
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1 settlement in this case, I spent time going over the settlement agreement and discussing it with my
2 attorneys. In connection with the settlement in this case, I spent over 1 hour reviewing the settlement
3 agreement and discussing it with my attorneys. I made sure to ask my lawyers any questions I had
4 about the terms of the settlement agreement because I wanted to understand everything before I signed
5 it. Therefore, I believe that I have spent approximately 15-20 hours in total on activities related to this
6 case.

7 9. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
8 any of the other Settlement Class members.

9 10. I believe my claims are typical of the members of the Class because they were required
10 to follow the same policies and procedures I was required to follow when I worked for GLP. I believe
11 GLP's policies and procedures were the same for all hourly employees in California. Since the same
12 policies and procedures applies to myself and the other hourly, non-exempt employees, I believe they
13 were not paid for all wages earned, did not receive all meal and rest periods, did not receive accurate
14 wage statements, and were not paid all wages owed upon separation of employment.

15 11. I understand that as the proposed class representative, I am responsible for representing
16 the interests of all members of the class in litigation to recover money damages for the Class and I
17 consider the interests of the Class and put the interests of the Class before my own interests.

18 12. As part of the proposed Settlement, I have also agreed to a general release of claims
19 related to my employment with Defendant that extends beyond the release of claims applicable to
20 members of the Settlement Class. I understand that this includes all claims, whether known or
21 unknown, under federal, state, or local law against GLP.

22 13. I understand that my attorneys will request that the Court award me a Service Award of
23 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
24 contingent upon me supporting the proposed Settlement.

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1 I have reviewed this written statement and fully understand all of its contents. I declare under
2 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3 Executed on Jul 7, 2022 at Calipatria, California.

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5 Jose Celaya (Jul 7, 2022 17:23 PDT)

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Jose Celaya

EXHIBIT F

to Compendium of Declarations

EXHIBIT F
to Compendium of Declarations

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Attorneys for Plaintiff
JOSE CELAYA

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

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

**DECLARATION OF JODEY LAWRENCE
OF PHOENIX CLASS ACTION
ADMINISTRATION SOLUTIONS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Reservation ID: 287743816407
Complaint Filed: April 8, 2021
Trial Date: None Set

DECLARATION OF JODEY LAWRENCE

I, JODEY LAWRENCE, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Settlement Administrators (“PSA”), as Vice President of Business Development.

3. I personally have over eleven years of experience in claims management and administration of class and collective action matters.

4. PSA has never had any financial interests in nor affiliation with the parties or counsel in the *Jose Celaya v. GLP Services LLC et al.*, matter.

5. PSA has extensive experience administering class action matters. PSA has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, thru final approval and distribution. PSA has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

6. PSA’s Claims Management Group has extensive experiences in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, Accounting and Reconciliation.

7. PSA has extensive experience in and are experts at all aspects of complex class action matters including; (i) preparing, printing, mailing and tracking privacy notices; (ii) operation of a 24/7/365 multi-lingual call center; (iii) establishing settlement websites; (iv) claims management; (v) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (v) database management, programming and security protocols; (vii) calculating and issuing settlement payments; (viii) tax management, filings, and account reconciliation; and (ix) final approval.

8. As part of Settlement Notice procedures, PSA will run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members. If a Class Notice from the initial notice mailing

1 is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address
2 for the Settlement Class Member to whom the returned Class Notice had been mailed by
3 undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address,
4 it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class
5 Notices that are returned to the Settlement Administrator with a forwarding address before the
6 Response Deadline shall be promptly remailed to the forwarding address affixed thereto.

7 9. PSA has been appointed as a Claims Administrator in both State and Federal
8 Courts.

9 10. A true and correct copy of PSA's Curriculum Vitae is attached hereto as **Exhibit**
10 **A**.

11 11. PSA's Technology and Banking groups are directly involved with Management
12 on all issues of Information Security and Settlement Fund transfer, as it pertains to the continuance
13 of business processes, and all risk, vulnerability, security and assessments as it pertains to
14 information. The group, along with internal systems in place, monitor and communicate with
15 Management on a Preventative and comprehensive level, in order to prevent potential Strategic
16 or Compliance Risks. All processing of confidential and personal information is handled and
17 maintained within the organization and therefore all data received is kept within a strict chain of
18 custody internally. All informational assets are classified and assigned based on initial case
19 assessment, client and procedural requirements. The Technology Group handles all higher-level
20 ownership of information and physical peripherals, as well as ownership of direct / indirect assets
21 associated with technology and the continuance of business, Specific Users, Groups or Entities
22 are assigned Shared Ownership or Management Capability based on procedural needs, and
23 security level granted. PSA's Phoenix Settlement Administrators Data Center Policies and
24 Procedures is attached hereto as **Exhibit B** and Phoenix Server, Facility and Maintenance Security
25 Protocols and Review is attached hereto as **Exhibit C**.

26 12. In addition to high levels of Data Center Policies/Procedures and
27 Facility/Maintenance Security Protocols, PSA's conducts semiannual training to maintain
28 additional safeguards such as:

- a. Phoenix Settlement Administration Business Continuity Policy;
- b. Phoenix Settlement Administration Disaster Recovery Plan;
- c. Phoenix Settlement Administration Incident Response Plan;
- d. Phoenix Settlement Administration Personal Computer Security Policy;
- e. Phoenix Settlement Administration Phoenix Data Archiving and Retention Policy;
- f. Phoenix Settlement Administration Phoenix Personnel Security Policy;
- g. Phoenix Settlement Administration Risk Assessment;
- h. Phoenix Settlement Administration Service Provider Risk Assessment;
- i. Phoenix Settlement Administrator Classification and Access Rights Policy;
- j. Phoenix Settlement Administrator Password Policy;
- k. Phoenix Settlement Administrators Certification of Destruction; and
- l. Phoenix Settlement Administrators Security Awareness Training Program

A true and correct copy of the materials described above are attached hereto as **Exhibit D**.

13. PSA only employs a certified and/or qualified translator to translate Court approved Notices for postings on PSA's website.

14. PSA currently maintains an errors and omissions insurance policy, which includes a data breach provision. A true and correct copy of PSA's current policy is attached hereto as **Exhibit E**.

15. PSA's costs are reasonable and competitive when compared to the industry.

16. This Administration project has a fixed fee of \$6,950.00, which includes costs associated with mailing the Notice Packet (which is comprised of the (i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Dispute Regarding Notice of Settlement Award; (iii) Request for Exclusion Form; and (iv) Objection Form) in both English and Spanish to 105 Settlement Class Members. A detailed breakdown of PSA's cost is attached hereto as **Exhibit F**.

1 I declare under penalty of perjury under the laws of the United States and state of
2 California that the foregoing is true and correct.

3 Executed on August 05, 2022 at Orange, California.

4 
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6 Jodey Lawrence

EXHIBIT A
to Declaration of Jodey Lawrence



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B
to Declaration of Jodey Lawrence



Phoenix Settlement Administrators Data Center Policies and Procedures

I. Overview:

Phoenix Settlement Administrators data center policies and procedures are put in place to protect all equipment located within the data center. These steps are put in place by senior Phoenix directors. Phoenix Settlement Administrators main intent and highest level of importance is to keep data safe and secure while behind our doors. Employees and customers working outside of the set policies and procedures are subject to termination, legal action, or sever reprimand.

II. Base Guidelines

The Data Center is a restricted area within the Phoenix Settlement Administrators building. The Data Center mandates a much greater level of security. Only those individuals who are expressly authorized to do so by Senior Management may enter this area. Access privileges will only be granted to individuals who have a legitimate business need to be in the data center. All Phoenix Settlement Administrators staff working in the Data Center are required to familiarize themselves thoroughly with this document. The only exception allowed to the Data Center Security Policies and Practices is temporary suspension of these rules if it becomes necessary to provide emergency access to medical, fire and/or police officials.

III. Levels of Access to the Data Center

There are three “Levels of Access” to the Data Center - Controlling Access, Escorted Access, and Unescorted Access.

a. Controlling Access is given to people who have free access authority into the Data Center. Controlling Access is granted to Phoenix Core staff whose job responsibilities require that they have access to the area. These individuals also have the authority to grant temporary access to the Data Center and to enable others to enter and leave the Data Center. People with Controlling Access are responsible for the security of the area, and for any individuals that they allow into the Data Center. If a person with Controlling Access allows Escorted Access to an individual, the person granting access is responsible for escorting the individual granted access and seeing to it they sign in and out. If needed, these duties can be handed-off to one of the Phoenix Operators on duty in the Data Center.



b. Escorted Access is closely monitored access given to people who have a legitimate business need for infrequent access to the Data Center. “Infrequent access” is generally defined as access required for less than 15 days per year. Individuals with Escorted Access will not be issued keys or be granted access via key code combination. A person given Escorted Access to the area must sign in and out under the direct supervision of a person with Controlling Access, must provide positive identification upon demand, and must leave the area when requested to do so. Individuals allowed Escorted Access will be placed on the Phoenix Operations Authorized Access List. A person with Escorted Access to the area must not allow any other person to enter or leave the area.

c. Unescorted Access is granted to a person who does not qualify for Controlling Access but has a legitimate business reason for unsupervised access to the Data Center. Individuals with Unescorted Access to the Data Center will be granted access to the area through a Phoenix core employee with controlling access. Unescorted Access personnel cannot authorize others to be granted unsupervised access to the Data Center. Customers who are given Unescorted Access may NOT escort anyone into the Data Center without approval from personnel with Controlling Access authority. ALL visitors must sign in when entering and sign out when leaving the Data Center.

d. Data Center Doors

All doors to the Data Center must remain locked at all times and may only be temporarily opened for periods not to exceed that minimally necessary in order to:

- Allow officially approved and logged entrance and exit of authorized individuals;
- Permit the transfer of supplies/equipment as directly supervised by a person with Controlling Access to the area;

e. Security System and Keys

It is the policy of Senior Management not to issue keys to the Data Center for routine access purposes. Requests for exceptions to this policy will be considered on a discretionary, case-by-case basis. If Senior Management issues a key to an individual, the individual may not share, loan or copy the key. All keys are marked “Do Not Duplicate” preventing a legal copy from being made. Only those granted Controlling Access can request and be issued keys. Under no circumstances may an individual attempt to bypass the Locking system to gain access for them or permit access to another individual.



f. Periodic Review and Termination/Revocation of Access

Periodic (at least annual) reviews will be performed of those with any level of access to the Data Center. Senior Management will perform these reviews. If an individual no longer requires Data Center access, it will be revoked. The Joint Management Team will also perform periodic (at least annual) reviews of those with keys to the Data Center. If an individual's needs no longer justify a key, it will be collected. Procedures for terminating or revoking Data Center access include:

- Changing Key
- Collecting Key

g. Access Control Log

The Data Center Access Control Log must be properly maintained at all times. The Log is maintained by Operations staff. All individuals with Controlling Access to the Data Center are responsible for maintaining this log. The following procedures must be followed:

- Each time an individual with Escorted Access to the Data Center is admitted to the area, he must properly log in on the Access Control Log at the time of entrance. The person admitting the visitor must countersign and fill out the appropriate section of the form.
- Each time an individual with Escorted Access leaves the area, he must properly log out on the Access Control Log at the time he leaves (even if only for a short time). The person with Controlling Access to the area who allows the visitor to leave must fill out the "Log Out" section of the Access Control Log.

h. Exception Reporting

All infractions of the Data Center Physical Security Policies and Procedures shall be reported to the Joint Management Team. If warranted (e.g.: emergency, imminent danger, etc.) the police will be notified immediately. If an unauthorized individual is found in the Data Center it is be reported immediately to Senior Management. They will determine if the police should be contacted. The unauthorized individual should be escorted from the Data Center and a full written report should be immediately submitted to Senior Management. Any attempt to forcibly or improperly enter of the Data Center should be immediately reported to the police, who should deal with the situation. The person present with controlling access will report the incident in writing to Senior Management. Individuals with Controlling Access to the area are to monitor the area and remove any individual who appears to be compromising either the security of the area or its activities, or who is disrupting operation.



i. Escalation

Senior Management has overall responsibility for the administration of these policies and procedures. Issues that Senior Management is unable to resolve will be escalated to the Phoenix Settlement Administrators executives.

IV. General Data Center Operations Policies

a. General Safety Policy

All individuals in the Data Center must conduct their work in observance with all applicable (ie: state, federal) policies related to safety.

b. General Cleanliness Policy

The Data Center must be kept extremely clean. All individuals in the Data Center are expected to maintain cleanliness. Tools must be replaced to their rightful place. Food and drink are not allowed in the Data Center.

c. Policies for Data Center Equipment Deliveries/Pick-Up

A log is maintained by Phoenix that identifies and verifies all equipment that is brought into or removed from the Data Center. The Phoenix Operations manager will be responsible for logging all equipment that is scheduled to arrive or be picked up from the Data Center. Any customer that is planning to have equipment delivered to or picked up from the Data Center should contact Phoenix Operations and provide details to Phoenix Operations in advance of delivery/pick-up. Please provide Operations with the following information for the equipment log:

For the delivery of equipment:

- Expected day of delivery;
- Vendor name and description of the equipment;
- Person to be contacted when the equipment arrives For the pick-up of equipment;
- Expected day the equipment will be picked up;
- Vendor name and the description and location of the equipment to be picked up;



V. Rules:

Those granted data center access must abide by the following rules:

- Access must not be used to allow any unauthorized person into the data center.
- Individual that has access MUST formally log in and out ALL visitors that are accompanying them into the data center.
- Individuals with access privilege must abide by all policies and procedures as described in the Phoenix Settlement Administrators Data Center Access Policies and Procedures document.
- Violating these rules may result in the revoking of access to the Data Center. The Operations Manager will facilitate the Data Center standards and procedures review process for all prospective data center tenants.

EXHIBIT C
to Declaration of Jodey Lawrence



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS
1411 N. Batavia Street, Suite 105, Orange, Ca. 92867 Telephone (800) 523-5773

Phoenix Server, Facility and Maintenance Security Protocols and Review

Phoenix, Settlement Administrators, Inc. Data Security and Server Annual Review

Overview:

As a matter of security enhancement and maintenance, Phoenix, Inc. performs a periodic audit of all data servers integral in maintaining security, systems efficiencies, safety, redundancy, and equipment capacity. The following document details all checks done to ensure proper attention in each area.

Server Room and Facility Security:

Trilogy Key Code Combination Locks (3 Locks in Facility “DC1 / DC2 / LBY1”)

- code changed, quarterly (Yes)
 - internal battery replaced, yearly (Yes)
 - manual override key secured in office safe (Yes)
- (Internal Maintenance, Operations Director Julie Keller)

Axis Security Camera Network (4 Cameras in Facility “Lobby / Outside Server Room / Inside Server Room / Rear & Front Door”)

- change password on main camera server, quarterly (Yes)
 - check each camera video display, daily (Yes)
 - check camera server for 45 day retention of video, quarterly (Yes)
 - check cameras for proper motion detection, weekly (Yes)
 - clean outdoor camera lenses, bi-yearly (Yes)
- (External Maintenance, Secure View, Robby Caldwell)

Securitron External Door Locking System (Lock System for Facility “Doors”)

- code changed, bi-yearly (Yes)
 - internal backup battery replaced, yearly (Yes)
 - locking door magnets checked for proper locking (Yes)
- (Internal Maintenance, Production Manager – David Voyer)

Server Room Alarm System

- individual combination for each authorized employee (Yes)
 - codes changes, bi-yearly (Yes)
 - door sensors check, monthly (Yes)
 - motion detector check, quarterly (Yes)
 - audible alarm check, bi-yearly (Yes)
 - backup battery replaced, yearly (Yes)
- (Internal Maintenance, Production Manager –David Voyer)

Data Center Log

- cross reference visitor log entry with video surveillance, monthly (Yes)
 - cross reference equipment removal forms with video surveillance, monthly (Yes)
- (Internal Maintenance, Operations Director – Julie Keller)

Questions? Please contact us at (800) 523-5773



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS
1411 N. Batavia Street, Suite 105, Orange, Ca. 92867 Telephone (800) 784-2174

Data Center Network Security:

Microtik Edge Router

- quarterly password change
 - firmware upgrade performed as released
- (Internal Maintenance, Senior Engineer – Mill Systems)

Intrusion Detection System

- firmware upgrade performed as released
- (Internal Maintenance, Senior Engineer – Mill Systems)

Policies and Procedures

- staff review, bi-yearly
 - educational review, bi-yearly
 - Terminal and Log-In passwords changed, quarterly
 - Updated Records of Required Password & Log-In required Changes, quarterly
- (Internal Maintenance, VP Operations – Melissa Meade & Michelle Reynolds, Esq)

Server Room Infrastructure Maintenance:

Powerware 80KVA UPS

- preventative maintenance PM check, annual (Yes)
 - monthly battery test (Yes)
 - visual inspection (Yes)
- (Contracted Maintenance)

Kohler 15REOZK 0-100KW Generator Set

- 30 minute operation/inspection every 30 days (Yes)
 - emergency power transfer drill, annual (Yes)
 - fluid check every 30 days (Yes)
 - annual inspection and complete fluid change (Yes)
- (Contracted Maintenance, Tier 4 Generators, Tustin- Ron Aglio)

Building Fire Suppression System

- annual inspection (Yes)
 - control panel visual inspection (Yes)
- (Contracted Maintenance, Jon Rash)

Handheld Halon Bottles in Data Center

- annual inspection and pressure test (Yes)
- (Contracted Maintenance, Hendricks Fire)

HVAC Building Cooling Systems

- inspection of all units, annual (Yes)
- filter replacement, quarterly (Yes)

EXHIBIT D
to Declaration of Jodey Lawrence

PHOENIX BUSINESS CONTINUITY POLICY

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1 Purpose - Business Continuity Management

In accordance with industry 'best practices' and to comply with numerous compliance regulations, Phoenix has implemented various Information Security policies and procedures in order to protect the confidentiality, integrity and availability (CIA) of their critical client data, their computing resources, and their business interests. This document provides describes the Business Continuity Management procedures to be performed by the IT staff at Phoenix.

2 Policy Statement

2.1 Business Impact Analysis

Before a Disaster Recovery Plan (DRP) or Business Continuity Plan (BCP) is created, a Business Impact Analysis (BIA) must be performed on each business unit's systems and processes. Guidelines for this can be found in the, "Phoenix's Risk Assessment Planning Guide for Information Technology Systems".

Things to consider:

- A determination the maximum time of not having the service(s) provided by the system that can be tolerated.

An identification of all of the threats to the system such as:

- Program or Data Failure.
- Hardware Failure.
- Electrical Power Failure.
- Fire.
- Natural disasters

2.2 Risk mitigation

Following the BIA, appropriate controls should be considered for implementation in order to decrease the risk to an acceptable level.

The business process owner should discuss all risk mitigation options with Management before the strategy is developed.

2.3 Business continuity strategy

Business process owner and Management should then develop a business continuity strategy consistent with business objectives. Emphasis should be on restoring services within the acceptable time.

- BCP recovery strategies should include input from all relevant business units. This ensures that there is ownership of the BCP strategy by the business units.
- Assess all the risks associated with the strategy you have adopted.
- Business owners must weigh their tolerance for downtime when selecting a recovery strategy.
- Once the strategy is determined, develop the BCP.

2.4 Business Continuity Plan

All COMPANY locations must create high-level BCP's (often non-IT system specific, business recovery). BCP's should include manual processes where possible and should be developed in conjunction with Business Process Owners, not IT personnel. Individuals must be assigned to execute each component of the plan.

2.5 Disaster Recovery Plan

DRP can be included with the BCP and will often involve IT specific recovery. Business Process owners and IT personnel must work together to create the DRP. All IT systems should be considered during the development of the plan. Individuals must be assigned to execute each component of the plan.

For example, the following areas should be included in the plan :

- Data backup – media/content must be sent offsite.
- Documentation backup – all hard copies and soft copies
- Archived data – may include removable and internal media
- Facilities backup – for example: backup generator, UPS.
- Business resumption team training – during disaster
- Critical applications
- Alternate processing procedures – for example manual procedures.

2.6 DR Document

Your DR Plan must include a DR document. This is what you will use during an actual disaster and auditors will require it.

This is how the document should be structured:

Mitigation

- *Identify Recovery Components (the scope of the plan)*
- *Perform an Operational Analysis – to ensure current operational flaws are not replicated in emergency mode so you must review the current strategy*
- *Perform a Disaster Risk Analysis*

Examples to look for are:

- *Electronic security*
- *Viruses*
- *Hardware failure*
- *Fire*
- *Power outages*
- *Physical security*

Preparation Mode

Focus on documenting existing systems, network configurations, hardware, applications and assigned personnel.

This answers the question of WHAT needs to be recovered, WHEN (prioritized), HOW and by WHOM.

- *Document Systems and Applications*
- *Perform a (Risk) Tolerance Analysis*
- *Prioritize Recovery*
- *Create Organizational Chart*
- *Create a Contact List (print and distribute)*
- *Put in place a DR Team*
- *Assign Roles and Responsibilities*
- *Review the Plan*
- *Make necessary policy changes to align with the plan*
- *Test the Plan*
- *Implement the Plan*
- *Perform routine Plan Maintenance*

Response Mode

- *Conduct the appropriate actions in the Event of an Emergency – evaluate the problem before engaging Recovery Mode.*

Recovery Mode

- *Execute the plan*

2.7 Testing

Must be tested at least annually where possible.

2.8 Updating your BCP and DRP

Must review annually and updated if.

Disaster Recovery Plan

Millennium Systems

Last reviewed & tested - 24/07/2018

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[Plan scope](#)

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Introduction

This document details the policies and procedures of Phoenix Settlement Administration in the event of a disruption to critical IT services or damage to IT equipment or data. These processes will ensure that those assets are recoverable to the right level and within the right timeframe to deliver a return to normal operations, with minimal impact on the business.

Plan scope

- Local facility
- Data center

Service RPO and RTO targets

IT service	Scenario	RPO	RTO	Priority
Shared Files	Server failure	24 hours	4 hours	High
Email	Server failure	24 hours	8 hours	High
RDS	Server failure	24 hours	8 hours	High
VPN	Router failure	24 hours	8 hours	High

Backup strategy

IT service	Backup location	Backup frequency
Offsite backup	Offsite	Daily
Local Backup	Data Center	Daily

Testing schedule

- The DR plan will be tested in its entirety once every 3 months
- Recovery process for IT service will be tested once every 3 months

Plan review

- The DR plan itself will be formally reviewed once every 3 months and in response to regular testing

Revision history

Version	Date	Revision details
1.0	1/17/2018	
1.1	7/24/2018	Added DR Procedures

Roles and responsibilities

The following individuals are to assume responsibility for restoring IT services when the DR plan is activated:

Internal contacts

Name	Job role	Contact details	DR process owned
Melissa Meade	VP of Operations	(949) 331-0865	None

External contacts

Name	Organisation	Contact details	DR process owned
Millennium Systems	Millennium Systems	(949) 252-8772	Disaster recovery

Incident response

The DR plan is to be activated when one or more of the following criteria are met:

- Loss of data, connectivity, and hardware failure.

The person discovering the incident must notify the following DR stakeholders, who collectively assume responsibility for deciding which - if any - aspects of the DR plan should be implemented, and for establishing communication with employees, management, partners and customers.

- Melissa Meade
- Millennium Systems

DR procedures

Depending on the incident, and on the number and nature of the IT services affected, one or more of the following DR procedures may be activated by the DR team:

DR plan for loss of data

Scenario	Lost data discovered on the server
Possible causes	Data corruption, hardware failure
IT services and data at risk	Shared files
Impact	Lost data

Plan of action	• Identify issue, coordinate initial response (Melissa Meade) • Evaluate damage (Melissa Meade) • Contact Millennium Systems (Melissa Meade) • Establish data recovery targets and timeframes (Millennium Systems) • Recover data from local or offsite backup (Millennium Systems) • Verify restored data (Melissa Meade)
Key contacts	• Melissa Meade (VP of Operation) • Millennium Systems

DR plan for scenario loss of connectivity

Scenario	Connectivity is lost to the servers
Possible causes	Internet connectivity issues or router issues
IT services and data at risk	Shared Files, RDS, Email, VPN
Impact	Lost productivity

Plan of action	• Identify issue, coordinate initial response (Melissa Meade) • Evaluate damage (Melissa Meade) • Contact Millennium Systems (Melissa Meade) • Contact Internet service provider for Internet connectivity issues. (Millennium Systems) • Replace or resolve router issues (Millennium Systems)
Key contacts	• Melissa Meade (VP of Operation) • Millennium Systems

DR plan for scenario hardware failure

Scenario	Hardware has failed
Possible causes	Hardware failure on the servers
IT services and data at risk	Shared Files, RDS, Email
Impact	Lost productivity

Plan of action	● Identify issue, coordinate initial response (Melissa Meade) ● Evaluate damage (Melissa Meade) ● Contact Millennium Systems (Melissa Meade) ● Replace hardware and restore data (Millennium Systems)
Key contacts	● Melissa Meade (VP of Operation) ● Millennium Systems

Incident Response Plan

Prepare

In preparing for security incidents several items need to be addressed.

- Incident handling team should include security officers, system analysts and human resources personnel
- End users and analysts should be trained at an appropriate level. Login banner and warning messages should be posted.
- Contact information is included as an appendix to this document and should be available in hard copy for:
 - personnel that might assist in handling an incident
 - key partners who may need to be notified
 - business owners to make key business decisions
 - outside support analysts with security expertise
- Backups should be taken and tested!
- Supplies to assist the team in the event of an incident (sometimes referred to a jump bag)
 - An empty notebook (Thorough documentation should be done throughout an incident to include hand written notes in a fresh notebook.)
 - Boot CDs to analyze hard drives and recover passwords

Identify

Awareness that a security incident has occurred can originate from different sources such as technical people, end users or even clients.

Best practices suggests to declare that an incident has occurred when security officers' sense that an adverse risk to the company exists and then assemble the team and implement the plan. It is also suggested to early on have multiple people involved, to save all key system files or records such as log files and start detailed documentation as soon as possible.

Ultimately business owners need to be involved in many security incidents to decide what are the goals in handling a particular incident, such as immediate business recovery or forensic examination.

Contain

Following basic procedures can contain many incidents. Specific procedures will frequently depend on the nature of the incident, as well as the direction of the business owner. Remember that a compromised machine might not present valid data! Basic steps to consider include:

- Obtain and analyze as much system information as possible including key files and possibly a backup of the compromised machine for later forensic analysis.
- Powering off a machine might lose data and evidence. Preferably disconnecting the LAN cable facilitates containment and forensic activity. (Putting the computer on a separate network with a network analyzer might help analyzing network activity)

- If one machine has been exploited others might be vulnerable. Actions that might need to be taken on a large scale might include:
 - Download security patches from vendors
 - Update antivirus signatures
 - Close firewall ports
 - Disable compromised accounts
 - Run vulnerability analyzers to see where other vulnerable hosts are
 - Change passwords as appropriate

Eradicate

To eradicate the problem specific procedures will frequently depend on the nature of the incident as well as the direction of the business owner. Key considerations include:

- Boot CDs should be used to access data on compromised machines. (Rootkits installed on compromised machines might affect basic system level utilities and discourage use of a compromised host)
- If machines OS has been compromised it needs to be rebuilt using hardened machines on appropriate platforms
- Test any backups prior to restore and monitor for a new incident.
- Document everything.

Recover

The recovery phase's goal is to return safely to production. Once again specific actions might depend on the nature of the incident as well as the direction of the business owner. Key considerations include:

- Retest the system preferably with a variety of end users.
- Consider timing of the return to production.
- Discuss customer notification and their concerns
- Continue to monitor for security incidents

Review

This phase is to allow Phoenix to better handle future security incidents. A final report should be written describing the incident and how it was handled using the Incident reporting form. Suggestions for handling future incidents and reworking this document should be included in this report.

Contact information

1. Personnel that might assist in handling an incident:
Melissa A. Meade
Vice President of Operations
Direct: 949.331.0865
Email: melissa@phoenixclassaction.com
2. Key partners who may need to be notified:
Michael E. Moore
President and Managing Partner
Direct: 949.331.0131
Email: mike@phoenixclassaction.com
3. Business owners to make key business decisions
Michael E. Moore
President and Managing Partner
Direct: 949.331.0131
Email: mike@phoenixclassaction.com
4. Outside support analysts with security expertise
Eric Dee: IT

Additional service provider contacts

PERSONAL COMPUTER SECURITY POLICY

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PURPOSE

This policy defines the information security instructions applicable to all workers who use Phoenix personal computers, including Macintoshes, workstations, portable computers, handheld computers, personal digital assistants, and similar computers dedicated to a single user's activity.

SCOPE

This policy applies to all Phoenix computer systems and facilities, including those managed for Phoenix customers. This policy applies to all employees, partners and third-parties with access to Phoenix information assets.

POLICY

Business Use of Systems

Business Use Only - In general, Phoenix computer and communication systems are intended to be used for business purposes only. Incidental personal use is nonetheless permissible if the use does not consume more than a trivial amount of resources that could otherwise be used for business purposes, does not interfere with worker productivity, does not preempt any business activity, and does not cause distress, legal problems, or morale problems for other workers.

Offensive Content - Offensive material that might cast Phoenix in a bad light, including sexist, racist, violent, or other content, is strictly forbidden from all Phoenix personal computers.

Configuration Control

Approved Software Only - Phoenix has a standard list of permissible software packages that users can run on their personal computers [a link to an intranet-posted personal computer configuration standard could be provided here]. Workers must not install other software packages on personal computers without obtaining advance permission from the Information Systems department. Unapproved software may be removed without advance notice to the involved worker.

Prohibited Software Installation - Workers must not permit automatic software installation routines to be run on Phoenix personal computers unless these routines have been approved by the Information Systems Department.

Changes To Operating System Configurations - Workers must not change operating system configurations, upgrade existing operating systems, or install new operating systems on any Company X-supplied computer hardware.

Changes To Hardware - Computer equipment supplied by Phoenix must not be altered or added to in any way without the prior knowledge of and authorization from the Information Systems department.

Access Control

Access Control Package - All Phoenix personal computers must run an access control package approved by the Information Security department. Typically these packages require a fixed password at the time a personal computer is booted and again after a certain period of no activity.

Unattended Active Sessions - Users must not leave their personal computer, workstation, or terminal unattended without logging out or invoking a password-protected screen saver.

Session Timeout - Users must set the time frame for this period of no activity, at which point the contents of the screen are obscured, to 15 minutes or less. If sensitive information resides on a personal computer, the screen must immediately be protected with this access control package, or the machine turned off, whenever a worker leaves the location where the personal computer is in use.

Choice Of Passwords - The user-chosen passwords employed by access control software packages, and the keys employed by encryption packages, must be at least eight (8) characters in length and conform to the existing Phoenix password construction standards. (Example: These passwords and keys must be difficult to guess. Words in a dictionary, derivatives of user IDs, and common character sequences such as “123456” must not be employed. Personal details such as spouse’s name, license plate, social security number, and birthday must not be used unless accompanied by additional unrelated characters. User-chosen passwords and keys must not be any part of speech including, proper names, geographical locations, common acronyms, and slang.)

Storage Of Passwords - Workers must maintain exclusive control of their personal passwords. They must not share them with others at any time. Passwords must not be stored in readable form in batch files, automatic logon scripts, software macros, terminal function keys, in computers without access controls, or in any other locations where unauthorized persons might discover them.

Viruses

Virus Program Installed - All personal computers must continuously run the current version of virus detection package approved by the Information Security department. The current version of this virus package must be automatically downloaded to each personal computer when the machine is connected to the Phoenix internal network.

External Storage Checking - Externally-supplied CD-ROMs, and other removable storage media must not be used unless they have been checked for viruses.

Eradicating Viruses - Workers must not attempt to eradicate a virus without expert assistance. If workers suspect infection by a virus, they must immediately stop using the involved computer, physically disconnect from all networks, and call the Information Systems department Help Desk.

Information Backup

Archival Copies - All personal computer software that is not standard Phoenix software must be copied prior to its initial usage, and such copies must be stored in a safe and secure location. These master copies, perhaps the media issued by the vendor, must not be used for ordinary business activities, but must be reserved for recovery from virus infections, hard disk crashes, and other computer problems.

License Documentation - Documentation about the licenses for such software must be retained to get technical support, qualify for upgrade discounts, and verify the legal validity of the licenses.

Periodic Backup - All sensitive, valuable, or critical information resident on Phoenix computer systems must be periodically backed up. Such backup processes must be performed at least weekly. Department managers must verify that proper backups are being made on all personal computers used for production business activities.

Manual Backups - Unless automatic backup systems are known to be operational, all end users are responsible for making at least one current backup copy of sensitive, critical, or valuable files stored on local disk. These separate backup copies should be made each time that a significant number of changes are saved.

Backup Storage - User-generated backups must be periodically stored off-site in a physically secure location. Selected files from backups must be periodically restored to demonstrate the effectiveness of every backup process.

Copyright Protection - Making unauthorized copies of licensed and copyrighted software, even if for “evaluation” purposes, is forbidden. Phoenix permits reproduction of copyrighted materials only to the extent legally considered fair use or with the permission of the author or Owner. If workers have any questions about the relevance of copyright laws, they must contact corporate legal counsel. Unless they receive information to the contrary, workers must assume that software and other materials are copyrighted.

Networking and Connectivity

Modems - Modems inside or attached to Phoenix office desktop personal computers are not permitted.

Inbound Internet - Inbound Internet connections to Phoenix personal computers are forbidden unless these connections employ an approved virtual private network (VPN) software package approved by the Information Security department. These VPN systems must employ both user authentication features with at least fixed passwords and data interception prevention features, such as encryption.

Downloading Sensitive Information - Sensitive Phoenix information may be downloaded from a multi-user system to a personal computer only if a clear business need exists, adequate controls to protect the information are currently installed on the involved personal computer, and advance

permission from the information Owner has been obtained. This policy is not intended to cover electronic mail or memos, but does apply to databases, master files, and other information stored on mainframes, minicomputers, servers, and other multi-user machines.

Establishing Networks - Workers must not establish electronic bulletin boards, local area networks, modem connections to existing internal networks, Internet commerce systems, or other multi-user systems for communicating information without the specific approval of the Information Security department.

Automatic Device Synchronization - Systems that automatically exchange data between devices, such as a personal digital assistant and a personal computer, must not be enabled unless the systems have been evaluated and approved by the Information Security department.

Physical Security

Positioning Display Screens - The display screens for all personal computers used to handle sensitive or valuable data must be positioned such that the information cannot be readily viewed through a window, by persons walking in a hallway, or by persons waiting in reception and related areas. Care must also be taken to position keyboards so that unauthorized persons cannot readily see workers enter passwords, encryption keys, and other security-related parameters.

Locking Sensitive Information - When not being used by authorized workers, or when not clearly visible in an area where authorized persons are working, all hardcopy sensitive information must be locked in file cabinets, desks, safes, or other furniture. When not being used, or when not in a clearly visible and attended area, all computer storage media containing sensitive information must be locked in similar enclosures.

Preventing Equipment Theft - All office desktop personal computers except portables must be physically secured to desks with approved devices such as locking wires or plates that bolt the equipment to furniture.

Equipment Identification - All personal computer equipment must be marked with visible identification information that clearly indicates it is Phoenix property. Periodic physical inventories must be completed to track the movement of personal computers and related equipment.

Custodians For Equipment - The primary user of a personal computer is considered a Custodian for the equipment. If the equipment has been damaged, lost, stolen, borrowed, or is otherwise unavailable for normal business activities, a Custodian must promptly inform the involved department manager. With the exception of portable machines, personal computer equipment must not be moved or relocated without the knowledge and approval of the involved department manager.

Use Of Personal Equipment - Workers must not bring their own computers, computer peripherals, or computer software into Phoenix facilities without prior authorization from their department head. Workers must not use their own personal computers for production Phoenix business unless these systems have been evaluated and approved by the Information Security department.

Property Pass - Personal computers, portable computers and related information systems equipment must not leave Phoenix offices unless accompanied by a property pass signed by a department manager.

Environmental Considerations - All personal computers in Phoenix offices must use surge suppressors. Those personal computers running production applications must also have uninterruptible power systems approved by the Information Security department.

Management

Browsing - Workers must not browse through Phoenix computer systems or networks. Steps taken by workers to legitimately locate information needed to perform their job are not considered browsing. Use of the Phoenix intranet is not considered browsing.

Tools To Compromise Systems Security - Unless specifically authorized by the Information Security department, Phoenix workers must not acquire, possess, trade, or use hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include those that defeat software copy protection, discover secret passwords, identify security vulnerabilities, or decrypt encrypted files.

Reporting Problems - Users must promptly report all information security alerts, warnings, and suspected vulnerabilities to the Information Systems Help Desk. Users must not use Phoenix systems to forward such information to other users, whether the other users are internal or external to Company X.

VIOLATIONS

Any violation of this policy may result in disciplinary action, up to and including termination of employment. Phoenix reserves the right to notify the appropriate law enforcement authorities of any unlawful activity and to cooperate in any investigation of such activity. Phoenix does not consider conduct in violation of this policy to be within an employee's or partner's course and scope of employment, or the direct consequence of the discharge of the employee's or partner's duties. Accordingly, to the extent permitted by law, Phoenix reserves the right not to defend or pay any damages awarded against employees or partners that result from violation of this policy.

Any employee or partner who is requested to undertake an activity which he or she believes is in violation of this policy, must provide a written or verbal complaint to his or her manager, any other manager or the Human Resources Department as soon as possible.

DEFINITIONS

Confidential Information (Sensitive Information) – Any Phoenix information that is not publicly known and includes tangible and intangible information in all forms, such as information that is observed or orally delivered, or is in electronic form, or is written or in other tangible form. Confidential Information may include, but is not limited to, source code, product designs and plans, beta and benchmarking results, patent applications, production methods, product roadmaps, customer lists and information, prospect lists and information, promotional plans, competitive information, names, salaries, skills, positions, pre-public financial results, product costs, and pricing, and employee information and lists including organizational charts. Confidential Information also includes any confidential information received by Phoenix from a third party under a non-disclosure agreement.

Electronic Messaging System – Any device or application that will provide the capability of exchanging digital communication between two or more parties. Examples are electronic messaging, instant messaging, and text messaging.

Information Asset – Any Phoenix data in any form, and the equipment used to manage, process, or store Phoenix data, that is used in the course of executing business. This includes, but is not limited to, corporate, customer, and partner data.

Objectionable Information or Material – Anything that is considered offensive, defamatory, obscene, or harassing, including, but not limited to, sexual images, jokes and comments, racial or gender-specific slurs, comments, images or jokes, or any other comments, jokes, or images that would be expected to offend someone based on their physical or mental disability, age, religion, marital status, sexual orientation, political beliefs, veteran status, national origin, or ancestry, or any other category protected by national or international, federal, regional, provincial, state, or local laws.

Partner – Any non-employee of Phoenix who is contractually bound to provide some form of service to Company X.

Password – An arbitrary string of characters chosen by a user that is used to authenticate the user when he attempts to log on, in order to prevent unauthorized access to his account.

User - Any Phoenix employee or partner who has been authorized to access any Phoenix electronic information resource.

PHOENIX DATA ARCHIVING AND RETENTION POLICY

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1 Purpose

In accordance with industry ‘best practices’ and to comply with numerous compliance regulations, Phoenix has implemented various Information Security policies and procedures in order to protect the confidentiality, integrity and availability (CIA) of their critical client data, their computing resources, and their business interests. This document provides describes the data archiving and retention policies and procedures to be performed by the IT staff at Phoenix.

2 Policy Statement

2.1 General Policy

Any data deemed a “**business record**” shall be archived and retained for a specified period of time. A business record is any print or electronic document created and maintained in the ordinary course of business. However, not every data constitutes a business record that must be kept. Data and any of its attachments should be retained if it documents business activities that have evidentiary or reference value, or it is the sole copy of the information. This includes, for example, job offers, contract negotiations where final pricing is set, or a policy memo. It does not include, for example, in-progress drafts, discussions, or negotiations; received copies of policy memos where an original already exists; or non-business correspondence.

Any data that is required by law to be stored for legal reviews and/or audits will also be archived and retained for as long as the law demands. These messages will also be disposed of in accordance with any regulations governing Phoenix and the industry in which it resides.

2.2 Phoenix Management’s responsibilities

The procedures for archiving and retaining electronic data must be compliant with the local, federal, and industry laws, regulations, and directives governing the country, state or municipality where each Phoenix office is located.

Phoenix Management is responsible for being aware of, listing and describing the local, federal, and industry laws, regulations, and directives that may affect this E-mail Archiving and Retention Policy.

2.3 Phoenix IT's responsibilities

Phoenix IT Department is responsible for implementing and supporting an appropriate data archiving solution and supporting software.

Any and all archived data will be tagged with metadata in order to make data headers, content, attachments, and text fully searchable. In addition, Phoenix IT Department will deploy and maintain software applications that support the archiving and search ability of stored data.

2.4 Data classification

The following is a list of types and categories which should be used to classify data. Any data which would not fall under any of these categories must be assessed by Phoenix Management and Phoenix IT Department to determine its retention guidelines :

2.4.1 Administrative Correspondence

- Phoenix Administrative Correspondence includes clarification of established company policy, including holidays, time card information, dress code, work place behavior and any legal issues such as intellectual property violations. All email with information sent to or from the Phoenix Management Staff shall also be treated as Administrative Correspondence.

2.4.2 Fiscal Correspondence

- Phoenix Fiscal Correspondence is all information related to revenue and expense for Phoenix. It especially includes any financial reporting related correspondence.

2.4.3 General Correspondence

- Phoenix General Correspondence covers information that relates to customer interaction and the operational decisions of the business. The individual employee is responsible for data retention of General Correspondence.

2.4.4 Ephemeral Correspondence

- Phoenix Ephemeral Correspondence is by far the largest category and includes personal email, requests for recommendations or review, email related to product development, updates and status reports.

2.4.5 Customer Sensitive or Confidential Information

- See Data Classification Policy for description.
- Data should be destroyed upon completion of related projects as agreed to with customers.
- Data that changes in classification to public based on its age, should be destroyed according to need for computing, backup, and storage resources.

2.5 Record Retention Schedule

The Phoenix Management is responsible for creating and maintaining a list (called “***Record Retention Schedule***”) of all data categories and types created and maintained by Phoenix that qualify as business records or messages that must be archived under the law.

The Phoenix IT Department will assist Phoenix Management in maintaining this schedule.

For each data type, a mandatory retention schedule and method of disposal must be stipulated, in addition to storage locations.

2.6 Policy Suspension

In some instances, this E-Mail Archiving and Retention Policy may be temporarily suspended, specifically if an investigation, litigation, or audit is anticipated. In some instances, this policy’s disposal schedule may conflict with the need to produce data relevant to the aforementioned legal or regulatory procedures. If this is the case, then the need to comply fully with the law and/or regulation will override this policy, causing this policy to be temporarily suspended until the matter in question is satisfactorily resolved. Suspension of this policy will take the form of no data being disposed of whatsoever for a period of time, until lifted.

2.7 Policy Non-Compliance

It is in violation of this policy to dispose of any data types named in the Retention Schedule above.

PHOENIX PERSONNEL SECURITY POLICY

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1 Purpose

In accordance with industry 'best practices' and to comply with numerous compliance regulations, Phoenix has prepared various Information Security policies and procedures which are intended to protect the confidentiality, integrity and availability (CIA) of their critical client data and their computing resources. This document describes personal security policy at Phoenix in defining and administering these policy and procedures.

2 Policy Statement

Personnel at all levels are required to contribute to maintaining a high level of information security. As stated in the Corporate Security Policy, *'security is a business objective where staff members are to be active agents and is an integral part of everybody's job profile and objectives.'*

This document lays out Phoenix's Information Security Policies relating to Phoenix's employees, and other users of Phoenix's information systems. It includes security in job definitions, user training, and responding to security incidents and malfunctions.

2.1 Security In Job Definitions

2.1.1 Including Security In Job Responsibilities

- 2.1.1.1 All job roles and responsibilities must be documented and should include general as well as specific responsibilities for implementing or maintaining security within Phoenix.
- 2.1.1.2 All employees of Phoenix must understand their job roles and responsibilities.

2.1.2 Personnel Screening

- 2.1.2.1 Periodic background checks should be performed on all personnel who work in sensitive or critical job roles.
- 2.1.2.2 All supervisory roles are responsible for the performance and conduct of the staff personnel reporting to them. Managers/supervisors are required to monitor performance and conduct of each of their staff. Information owners and business process owners must assess the impact on the security of the information resources to which the staff has access.

2.1.3 Non Disclosure Agreements

- 2.1.3.1 All users of Phoenix's information assets will be required to accept non-disclosure obligations. Users are required not to disclose company or customer information derived as a result of their access to Phoenix's information systems to unauthorized parties.
- 2.1.3.2 All users will be required to periodically re-affirm their non-disclosure obligations by signing non-disclosure and/or confidentiality agreements.

2.1.4 Terms And Conditions Of Employment

- 2.1.4.1 Phoenix's employment policies must contain reference to:
 - The employee's legal and security related responsibilities,
 - The extent and duration of the responsibilities

- An indication of management action in case the terms of employment are violated.

2.1.4.2 All employees of Phoenix must sign a statement indicating they read and accept the terms of the Acceptable use policy.

2.2 User Training

2.2.1 Information Security Awareness and Training

2.2.1.1 Each employee, with access to sensitive information, must be educated with regards to information security and security awareness. Additionally, those who are involved with technical security responsibilities are required to learn additional security skills that correspond to their specific job role.

2.2.1.2 Details of training and certificates (if any) issued during the training must be documented and maintained in each personnel's profile.

2.3 Responding To Security Incidents And Malfunctions

2.3.1 Reporting Security Incidents, Weaknesses and Malfunctions

2.3.1.1 All Phoenix employees and business partners are responsible for reporting of any security breaches, security weaknesses, or software malfunctioning, to the Phoenix IT department, or the legal department, as quickly as possible using the Incident Report Form, or e-mail, or and direct contact.

2.3.2 Learning From Incidents

2.3.2.1 Phoenix requires that processes be developed to analyze security incidents and identify proactive measures to be undertaken to avoid similar incidents in future.

Phoenix Settlement Administration Office Risk Assessment

Management Unit:	Phoenix Settlement Administration	Location: (Site/ Building/ Room)	
Assessment Date:		Review Date:	
Assessors Name:		Job Title:	

Task: Risk assessment for the activities associated with work in an office environment.

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/ No	Corrective actions required	Risk Evaluation			Risk Rating Low, Medium or High
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	
Slips, trips and falls		Could suffer injury e.g. sprains and fractures if they trip and fall as a result of: - Obstructions, trailing cables, spillages, worn or raised floor coverings etc on walkways. - Poor office layout and storage arrangements resulting in insufficient circulation space.	1. Work areas should be kept clear of obstructions. 2. Any spillages should be cleaned up immediately. 3. All areas should be well lit, especially stairs. 4. Any hazards such as torn carpets, trailing cables, defects to floor coverings, faulty lighting etc. should be reported immediately to the line manager or local person responsible for safety.						
Manual Handling		Could suffer from back pain and work related upper body disorder (WRULD) due to: Using incorrect handling techniques when handling office items (deliveries, boxes, filing etc).	1. A risk assessment must be completed for lifting heavy and bulky loads that present a risk of injury e.g. stretching, stooping, twisting). 2. A trolley should be used to transport boxes of paper or other heavy items. 3. Using low shelves for storing heavy items and only using						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
		- Poor workstation layout and insufficient working space resulting in poor posture. - Individuals with health conditions, previous back injuries etc affecting ability to safely handle items - New and expectant mothers may be more susceptible to injury.	high shelves for light items only. 4. Training in lifting techniques should be provided for anyone who undertakes lifting of heavy loads.						
Computer workstation use		WRULD could develop as a result of - Inappropriate layout or lack of awareness resulting in poor posture being adopted when using Display Screen Equipment (DSE) - Working for prolonged periods without change of posture or sufficient break.	1. Where desktops, laptops and notebooks are used as a significant part of day-to-day work, a Computer Equipment assessment must be carried out. 2. Work should be planned to include regular breaks from the computer. 3. HSE leaflet “Are you keying safely” may be issued to DSE users.						
Data loss		Removed data in a result of - Accidental deletion - Software and/or hardware failure	1. Proper access rights are set in place to prevent deletion of critical data. 2. Regular local and offsite backups are in place and monitored.						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
			3. Proper training of the staffs on using computers and how data are handled.						
Electrical safety		Could suffer electrical shock or burns if using Damaged portable electrical appliances, their cables, plugs e.g. lamps, fans, photocopier, extension leads, PC etc.	- All portable electrical equipment must be tested for electrical safety at correct intervals and labelled with the date of the test. - Electrical cables and plugs should be regularly visually inspected by the user for damage. - Any defective equipment should be reported immediately to the responsible person e.g. line manager or local safety coordinator, then suitably labelled and taken out of use until the repair has been carried out. - Electrical equipment must always be operated in accordance with manufacturers' instructions.						
Fire		Could suffer from smoke inhalation or burns if trapped in office. Combustible materials coming into contact with or in close proximity to heat sources.	- The storage of empty cardboard boxes should be kept to an absolute minimum. - Equipment should be switched off when not in use for long periods. - All portable electrical equipment must be tested for						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
		- Portable heaters in unsafe condition and/or inappropriately located. - Over accumulation of rubbish. - Over loading of electrical sockets. - Inappropriate action in the event of discovering a fire or hearing the fire alarm.	electrical safety at appropriate intervals. 4. The fire alarm system is installed, maintained and tested. 5. Fire risk assessments for each building should be carried out periodically. 6. Everyone must be acquainted with the Emergency evacuation procedure for their area. 7. Area Fire Officers and depute must be appointed to cover offices and general areas.						
Lone working and Out of Hours work (LOOH)		Staff unable to promptly summon emergency assistance in the event of serious injury, sudden illness or personal threat.	1. LOOH work should be minimised or avoided where feasible. 2. If unavoidable, conduct a generic LOOH Risk Assessment 3. Specific LOOH Risk Assessment may be required in circumstances where any potential risks are increased (e.g. expectant mothers, persons with mobility issues or medical conditions).						
Falling from height		- Falling when retrieving items stored at height - Dropping items onto others when stored at height	1. Chairs or desks must not be used for reaching heights; step stools should be used instead. 2. If a stepladder is used, staff/students should read an appropriate risk assessment						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
			and be shown how to use it safely. 3. To prevent injuries heavy items must not be stored on upper shelves. They should be stored at waist height.						
Working environment		- May feel too hot/cold or suffer other general discomfort - Contact with furniture if insufficient space to move around. - May suffer eyestrain if lighting is insufficient or of the wrong type	1. Is the temperature of the office normally kept within a comfortable range? 2. Is the office adequately ventilated? 3. Is the space provided is sufficient to enable free movement around the office, and for carrying out general tasks? 4. Are the lighting levels adequate for the tasks undertaken? 5. Are window blinds fitted where necessary to adjust lighting levels? 6. Are desk lamps provided if additional task lighting is required?						
Inadequate hygiene and welfare facilities		General discomfort or stress.	1. Are toilets supplied with hot/cold water, soap and towels, and deficiencies reported to the cleaning staff? 2. Is an area available for refreshment with drinking water available? 3. Is the 'No smoking' policy implemented?						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
Chemical risks		Generally the risk will be very low within an office environment.	If any hazardous substances e.g. solvents or solvent-based glues are used within the office area then a COSHH risk assessment must be completed and a safe system of work issued to the users.						
Filing Cabinets		• Could topple over if loading is unbalanced. • Cabinet drawers that have been left open could be a trip hazard	1. Filing cabinets should be loaded from the bottom up to maintain stability. 2. Where filing cabinets are of the type that allows more than one drawer to be opened at a time, they must be labelled with a warning of a tipping risk. 3. Drawers should be closed immediately after use.						
Office equipment		Coming into contact with moving, cutting or other dangerous parts, clothing, long hair etc becoming entangled. e.g. shredders, guillotines	1. Equipment used in accordance with manufacturer's instructions 2. Those using the equipment have been made aware of how to use it safely e.g. verbal instruction, signage etc. 3. Equipment periodically checked for safe condition and taken out of use if any damage found.						

What are the hazards? (See list of sample hazards)	Who might be harmed? (e.g. Staff, students, visitors)	What are the risks	Are the following control measures in place to eliminate or reduce the risks?	Yes/No	Corrective actions required	Risk Evaluation			Risk Rating
						Consequence (1 – 3)	Likelihood (1 – 3)	Overall risk (C x L)	Low, Medium or High
			4. Loose clothing (e.g. ties) and long hair kept away from any moving parts.						
Any other hazards identified?									

1. EXAMPLE HAZARDS THAT MAY BE APPLICABLE TO THE JOB or WORK ACTIVITY				
Working at Height		Noise	Hand tools	Vibration
Falling objects		Extreme Heat / cold	Confined spaces	Repetitive hand/ arm movement
Slippery/ uneven/ worn floors		Radiation	Poor housekeeping / cleaning	Machine operation
Obstructions/ projections		Lighting	Vehicle movement	Electro Magnet
Manual handling		Compressed air	Fire / explosion	Pressurised systems
Mechanical Lifting		Substances / materials	Electricity	Other (<i>specify on assessment</i>)
2. RISK MATRIX		Potential consequence of harm		
		1 – Minor Injury (e.g. hazard can cause illness, injury or equipment damage but the results would not be expected to be serious)	2 – Significant Injury (e.g. hazard can result in serious injury and/or illness, over 3 day absence)	3 – Major Injury (e.g. hazard capable of causing death or serious and life threatening injuries)
Likelihood of harm	1 – Unlikely (injury rare, though possible)	1 – Low	2 – Low	3 – Medium
	2 – Possible (injury could occur occasionally)	2 – Low	4 – Medium	6 – High
	3 – Probable (injury likely to occur, can be expected)	3 – Medium	6 – High	9 – Extreme

3. RISK EVALUATION

This is calculated by multiplying the likelihood against the consequence e.g. taking a likelihood of 1, which is classified as Unlikely and multiplying this against a Potential Consequence of 2, which is classified as Significant Injury, would give you an overall Risk Rating of 2, which would result in an overall evaluation as a low risk.

1 to 2 = Low risk

Low risks are largely acceptable, monitor periodically to determine situation changes which may affect the risk, or after significant changes

3 to 4 = Medium risk

Medium risks at the upper end of this band should only be tolerated for the short-term and then only whilst further control measures to mitigate the risk are being planned and introduced, within a defined time period. Risks on the lower end should be reduced if practicable.

6 = High risk

High risks activities should cease immediately until further control measures to mitigate the risk are introduced. The continued effectiveness of control measures must be monitored periodically.

9 = Extreme Risk

Work should not be started or continued until the risk has been mitigated. Immediate action is required to reduce exposure. A detailed mitigation plan must be developed, implemented and monitored by senior management to reduce the risk before work is allowed to commence.

PHOENIX'S SERVICE PROVIDER RISK ASSESSMENT

1. **Understand the depth of the relationships your firm has established.**

Understanding of who your outsourced providers are, what services/functions they provide and what level of access they have to your firm's data/systems.

Here is a quick list of possible third parties:

- IT infrastructure/cloud provider/managed security service
- Legal consultant(s)
- Auditing/tax firm/accounting
- Outsource Printing
- Outside contractors: Equipment Repair

2. **Calculate potential risks and vulnerabilities.**

Assessing provider access to data, systems, financials or other proprietary data.

Completing a provider risk assessment for each third-party engagement, provide insight into the level of access each provider has and hence, any potential vulnerabilities that may arise.

3. **Conduct thorough due diligence before the relationship commences.**

Conduct initial vetting, sending requests for proposals, assessment of documentation and gathering as much information as possible.

4. **Continue conducting proper due diligence throughout the course of the relationship.**

Continuously evaluated and monitored to ensure both parties are achieving their end goals and meeting expectations. General monitoring of service provider practices and performance. Engaging with compliance consultants and auditing firms to conduct independent service provider evaluations and assessments.

5. **Employ contingency plans for terminating vendor contracts.**

Review for any contractual loopholes and operational practices that may affect migration plans or your firm's security standing.

Information Classification and Access Control Policy

Dated: 4/27/2022
Reviewed: Annually
Domains: Asset Classification and Control
Communications and Operations Management
Physical and Environmental Security
Information Security Incident Management

POLICY STATEMENT

1. Millennium Systems (MS) Responsibility—All MS employees who come into contact with sensitive *Phoenix Settlement Administration* internal information are expected to familiarize themselves with this data classification policy and to consistently use these same ideas in their daily *Phoenix Settlement Administration* business activities. Sensitive information is either Confidential or Restricted information, and both are defined later in this document. Although this policy provides overall guidance, to achieve consistent information protection, MS employees are expected to apply and extend these concepts to fit the needs of day-to-day operations. This document provides a conceptual model for MS for classifying information based on its sensitivity, and an overview of the required approaches to protect information based on these same sensitivity classifications.

2. Addresses Major Risks - The MS data classification system, as defined in this document, is based on the concept of need to know. This term means that information is not disclosed to any person who does not have a legitimate and demonstrable business need to receive the information. This concept, when combined with the policies defined in this document, will protect *Phoenix Settlement Administration* information from unauthorized disclosure, use, modification, and deletion.

3. Applicable Information - This data classification policy is applicable to all electronic information for which MS is the custodian.

PROCEDURES

1. Access Control

1.1 Need to Know—Each of the policy requirements set forth in this document are based on the concept of need to know. If an MS employee is unclear how the requirements set forth in this policy should be applied to any particular circumstance, he or she must conservatively apply the need to know concept. That is to say that information must be disclosed only to those people who have a legitimate business need for the information.

1.2 System Access Controls—The proper controls shall be in place to authenticate the identity of users and to validate each user's authorization before allowing the user to access information or services on the system. Data used for authentication shall be protected from unauthorized access. Controls shall be in place to ensure that only personnel with the proper authorization and a need to know are granted access to *Phoenix Settlement Administration* systems and their resources. Remote access shall be controlled through identification and authentication mechanisms.

1.3 Access Granting Decisions—Access to *Phoenix Settlement Administration* sensitive information must be provided only after the written authorization of the Data Owner has been obtained. Access requests will be presented to the data owner using the Access Request template. Custodians of the involved information must refer all requests for access to the relevant Owners or their delegates.

Information Classification and Access Control Policy

Special needs for other access privileges will be dealt with on a request-by-request basis. The list of individuals with access to Confidential or Restricted data must be reviewed for accuracy by the

relevant Data Owner in accordance with a system review schedule approved by the VP, Director of Information Services and the AVP, Director of Risk Management.

2. Information Classification

2.1 Owners and Production Information—All electronic information managed by MS must have a designated Owner. Production information is information routinely used to accomplish business objectives. Owners should be at the VP level or above. Owners are responsible for assigning appropriate sensitivity classifications as defined below. Owners do not legally own the information entrusted to their care. They are instead designated members of the *Phoenix Settlement Administration* management team who act as stewards, and who supervise the ways in which certain types of information are used and protected.

2.2 RESTRICTED—This classification applies to the most sensitive business information that is intended for use strictly within *Phoenix Settlement Administration*. Its unauthorized disclosure could seriously and adversely impact *Phoenix Settlement Administration*, its customers, its business partners, and its suppliers.

2.3 CONFIDENTIAL—This classification applies to less-sensitive business information that is intended for use within *Phoenix Settlement Administration*. Its unauthorized disclosure could adversely impact *Phoenix Settlement Administration* or its customers, suppliers, business partners, or employees.

2.4 PUBLIC—This classification applies to information that has been approved by *Phoenix Settlement Administration* management for release to the public. By definition, there is no such thing as unauthorized disclosure of this information and it may be disseminated without potential harm.

2.5 Owners and Access Decisions—Data Owners must make decisions about who will be permitted to gain access to information, and the uses to which this information will be put. MS must take steps to ensure that appropriate controls are utilized in the storage, handling, distribution, and regular usage of electronic information.

3. Object Reuse and Disposal

Storage media containing sensitive (i.e. restricted or confidential) information shall be completely empty before reassigning that medium to a different user or disposing of it when no longer used. Simply deleting the data from the media is not sufficient. A method must be used that completely erases all data. When disposing of media containing data that cannot be completely erased it must be destroyed in a manner approved by the Director of MS Security.

4. Physical Security

4.1 Data Center Access—Access to the data center must be physically restricted in a reasonable and appropriate manner.

Information Classification and Access Control Policy

4.2 Facility Access—All network equipment (routers, switches, etc.) and servers located in the corporate office and in all facilities must be secured when no *Phoenix Settlement Administration* personnel, or authorized contractors, are present. Physically secured is defined as locked in a location that denies access to unauthorized personnel.

4.3 Removal of Access- Access rights will be immediately disabled or removed when the user is terminated or ceases to have a legitimate reason to access *Phoenix Settlement Administration* systems.

4.4 User Verification- A verification of the user's identity must be performed by the Operations Director before granting a new password.

4.5 Annual Review- Existing user accounts and access rights will be reviewed at least annually to detect dormant accounts and accounts with excessive privileges. Examples of accounts with excessive privileges include:

4.5.1. An active account assigned to employees that no longer work for the Institution.

4.5.2. An active account with access rights for which the user's role and responsibilities do not require access.

6.8.3. System administrative rights or permissions (including permissions to change the security settings or performance settings of a system) granted to a user who is not an administrator.

5. Special Considerations for Restricted Information

If Restricted information is going to be stored on a personal computer, portable computer, personal digital assistant, or any other single-user system, the system must conform to data access control safeguards approved by MS and Corporate senior management. When these users are not currently accessing or otherwise actively using the restricted information on such a machine, they must not leave the machine without logging off, invoking a password protected screen saver, or otherwise restricting access to the restricted information.

5.1 Data Encryption Software—*Phoenix Settlement Administration* employees and vendors must not install encryption software to encrypt files or folders without the express written consent of MS Security.

6. Information Transfer

6.1 Transmission Over Networks—If *Phoenix Settlement Administration* Restricted data is to be transmitted over any external communication network, it must be sent only in encrypted form. Such networks include electronic mail systems, the Internet, etc. All such transmissions must use a virtual public network or similar software as approved by the Information Security Team.

6.2 Transfer to Another Computer—Before any Restricted information may be transferred from one computer to another, the person making the transfer must ensure that access controls on the destination computer are commensurate with access controls on the originating computer. If comparable security cannot be provided with the destination system's access controls, then the information must not be transferred.

6.3 Accuracy of data- responsibility belong solely to the transferring entity.

Information Classification and Access Control Policy

7. Software Security

7.1 Secure Storage of object and source code—Object and source code for system software shall be securely stored when not in use by the developer. Developers must not have access to modify program files that actually run in production. Changes made by developers must be implemented into production by Technical Operations. Unless access is routed through an application interface, no developer shall have more than read access to production data. Further, any changes to production applications must follow the change management process.

7.2 Testing—Developers must at least perform unit testing. Final testing must be performed by the Quality Assurance team or the target user population.

7.3 Backups—Sensitive data shall be backed up regularly, and the backup media shall be stored in a secure environment.

8. Key Management

8.1 Protection of Keys—Public and private keys shall be protected against unauthorized modification and substitution.

8.2 Procedures—Procedures shall be in place to ensure proper generation, handling, and disposal of keys as well as the destruction of outdated keying material.

8.3 Safeguarding of Keys—Procedures shall be in place to safeguard all cryptographic material, including certificates. MS Security must be given copies of keys for safekeeping.

9. Phoenix Settlement Administration Employees and Vendors—All above policies apply to all employees of both PSA and any third-party service providers who can access the data provided to PSA.

Phoenix Settlement Administrator

Password Policy

1.0 Overview

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of Phoenix Settlement Administrator's (PSA) entire network. As such, all PSA employees are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

2.0 Purpose

The purpose of this policy is to establish a standard for creation of strong passwords, the protection of those passwords, and the frequency of change.

3.0 Scope

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any PSA facility, has access to the PSA network, or stores any non-public PSA information.

4.0 Policy

4.1 General

- All system-level passwords must be changed every 90 days.
- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed every 90 days
- User accounts that have system-level privileges granted through group memberships must have a unique password from all other accounts held by that user.
- Passwords must not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines described below.

4.2 Guidelines

A. General Password Construction Guidelines

Passwords are used for various purposes at PSA. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection, voicemail password, and local router logins. Everyone should be aware of how to select strong passwords.

Poor, weak passwords have the following characteristics:

- The password contains less than sixteen characters
- The password is a common usage word such as: Names of family, pets, friends, co-workers, fantasy characters, etc.

- Computer terms and names, commands, sites, companies, hardware, software.
- The words "PSA", "Class Action" or any derivation.
- Birthdays and other personal information such as addresses and phone numbers.
- Word or number patterns like aaabbb, qwerty, zyxxvuts, 123321, etc.
- Any of the above spelled backwards.
- Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong passwords have the following characteristics:

- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have digits and punctuation characters as well as letters e.g., 0-9 ,!@#\$%^&*()_+|- =\`{ }[]:"';'<>?,./)
- Are at least sixteen alphanumeric characters long.
- Are not based on personal information, names of family, etc.

Passwords should never be written down or stored on-line. Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase.

B. Password Protection Standards

Do not use the same password for PSA accounts as for other non-PSA access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various PSA access needs. Do not share PSA passwords with anyone, including administrative assistants or secretaries.

All passwords are to be treated as sensitive, confidential PSA information.

Here is a list of "don't's":

- Don't reveal a password over the phone to ANYONE
- Don't reveal a password in an email message
- Don't reveal a password to your supervisor
- Don't talk about a password in front of others
- Don't hint at the format of a password (e.g., "my family name")
- Don't reveal a password on questionnaires or security forms
- Don't share a password with family members
- Don't reveal a password to co-workers while on vacation

If someone demands a password, refer them to this document or have them call someone in the management.

Do not use the "Remember Password" feature of applications (e.g., Outlook, Internet Explorer, Instant Messenger).

Again, do not write passwords down and store them anywhere in your office. Do not store passwords in a file on ANY computer system without encryption.

Change passwords at least once every 90 days.

If an account or password is suspected to have been compromised, report the incident to the management and change all passwords.

C. Remote Access

Access to the PSA Networks via remote access is controlled using Virtual Private Networking (VPN). VPN can be setup by notifying the management and the Technology Group (Millennium Systems)

D. Passwords at Account Creation

When a request for a username is requested, the management will determine the type and privileges required. The password will be set to be pre-expired so the user will be required to change their password when they first successfully logon to the system. The lifetime of the password will be set according to the guidelines set in section 4.1 of this document.

E. Forgotten Passwords

Users will occasionally forget their password. A characteristic of password files is that passwords cannot be looked up. If a user forgets their password, the password can be changed by Millennium Systems.

5.0 Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Certificate of Data Destruction

Phoenix Settlement Administration.

The requested data is destroyed using the one or more of the following method(s):

Data Destruction Procedure:

- ☐ 1-Pass partial wipe: The data was removed from the server and software was used to overwrite empty section of the storage and indexing locations with zeros (0x00) once and then verified
- ☐ 1-Pass full wipe: Software was used to overwrite all addressable storage hardware and indexing locations with zeros (0x00) once and then verified
- ☐ 3-Pass full wipe: Software was used to overwrite all addressable storage hardware and indexing locations on the drive three times with zeros (0x00), complement (0xFF) and random characters and then verified.
- ☐ Shred: Shredded according to the National Institute of Standards and Technology's (NIST) Special Publication 800-88 Guidelines for Media Sanitization.
- ☐ Crushed: Hard drives were placed inside a specialized machine and a conical punch inside the unit delivered 12,000 pounds of hydraulic force to the drive, causing catastrophic trauma to the hard drive's chassis, destroying its internal platter, and then shredded according to the National Institute of Standards and Technology's (NIST) Special Publication 800-88 Guidelines for Media Sanitization.

Company Name:

Date:

SECURITY AWARENESS TRAINING PROGRAM

Table of Contents

- 1. General**
 - A. Introduction to Computer Security**
 - B. Beware of Scams**
 - C. Protect Information when using the Internet and email**
 - D. Protect Passwords**
 - E. Mobile Devices and Wireless**

- 2. Working with Different Types of Data**
 - A. Categories of Data**
 - B. More About Restricted Data**
 - C. Protecting Restricted Data**
 - D. Report a Security Incident**

- 3. Other Essential Security Measures**
 - A. Install Operating System and Software Updates**
 - B. Don't Download Unknown or Unsolicited Programs or Files**
 - C. Lock your computer screen**
 - D. Physical Security**
 - E. Protect Your Passwords**
 - F. Travel Securely**
 - G. Back Up Important Files**

EXHIBIT E
to Declaration of Jodey Lawrence

December 20, 2021

RE: Professional Liability Quote (Other Professional)

Submission Number: 243312
Renewal of: LHR842176
Company: Landmark American Insurance Company
(A.M. Best rating: A+ XIV and S&P rating: A+)
Insured: PHOENIX SETTLEMENT ADMINISTRATORS INC
ORANGE, CA

Professional Services: Administrative support to law firms

Policy Dates: January 19, 2022 - January 19, 2023

Form: RSG 51025 0215 Miscellaneous Professional Liability Coverage
Form Claims Made and Reported Basis

Retroactive Date: January 19, 2021

Each Claim Limit: \$2,000,000

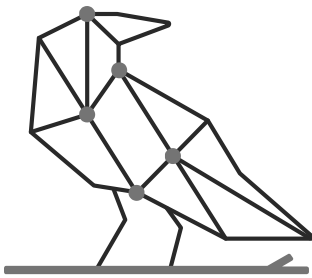
Aggregate Limit: \$2,000,000

Deductible

Per Claim: \$2,500 Applies to Indemnity and Expense

Policy Attachments

- RSG 56001 0903 Additional Exclusions Endorsement
- RSG 54162 0617 Additional Retroactive Date Amendatory Endorsement - 01/19/2016 for \$1MM/\$1MM limit & 01/19/2021 for \$2M/\$2M limit;
- RSG 56010 0903 Biological Contaminants Exclusion
- RSG 92062 0416 California - Service Of Suit
- RSG 99019 0120 California Surplus Lines Disclosure Notice
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56069 0104 Prior and Pending Litigation Exclusion
- RSG 99022 0122 State Fraud Statement
- RSG 56121 0220 Violation of Consumer Protection Laws Exclusion



CORVUS

Smart Cyber Insurance™

Policy

for Phoenix Settlement Administrators

Produced February 07, 2022

Effective **01/19/2022** to **01/19/2023**

Corvus Insurance

100 Summer Street, Suite 1175, Boston, MA 02110

www.corvusinsurance.com

Corvus Smart Cyber Insurance Policy Declarations

Policy Number

CYB-3012754-01

Item 1

Insured

Named Insured:

Phoenix Settlement Administrators

Principal Address:

1411 N. Batavia Ste 211

Orange, CA 92867

Item 2

Policy Period

Inception Date: **01/19/2022**

Expiration Date: **01/19/2023**

12:01 a.m. standard time both dates at the Principal Address stated in ITEM 1.

Item 3

Insurer

Hudson Excess Insurance Company (Non-Admitted, AM Best "A" Excellent)

Maximum Policy Aggregate Limit: \$2,000,000

EXHIBIT F
to Declaration of Jodey Lawrence



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	105
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	104
Subtotal Admin Only	\$6,950.00

Not-to-Exceed Total \$6,950.00

For 105 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

May 5, 2022

Case: Jose Celaya v. GLP Services LLC Opt-Out Administration wLanguage

Phoenix Contact: Jarrod Salinas

Contact Number: 800-523-5773

Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Milan Moore

Firm: Lindman Law

Contact Number: (424) 318-1602

Email: mmoore@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 105 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$141.94	1	\$141.94
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$773.94

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	105	\$26.25
Notice Packet & Opt-Out Form	\$1.75	105	\$183.75
Estimated Postage (up to 2 oz.)*	\$0.71	105	\$74.55
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$1,684.55

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.50	16	\$39.38
Remail Notice Packets	\$1.75	16	\$27.56
Estimated Postage	\$0.71	16	\$11.18
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$288.12

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$610.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks *	\$1.75	104	\$181.91
Estimated Postage	\$0.58	104	\$60.29
Total			\$1,237.20

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	21	\$31.19
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	4	\$300.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$700.00	1	\$700.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 7 Total Class Members	\$200.00	1	\$200.00
Total			\$2,356.19

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$6,950.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT G

to Compendium of Declarations

EXHIBIT G
to Compendium of Declarations

1 KEVIN JACKSON, CA Bar No. 278169
kjackson@foley.com
2 FOLEY & LARDNER LLP
11988 EL CAMINO REAL, SUITE 400
3 SAN DIEGO, CA 92130-2594
TELEPHONE: 858.847.6700
4 FACSIMILE: 858.792.6773

5 Attorneys for Defendant GLP SERVICES LLC
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 JOSE CELAYA, AS AN INDIVIDUAL AND ON
BEHALF OF ALL OTHERS SIMILARLY SITUATED

12 PLAINTIFF,
13

14 V.

15 GLP SERVICES LLC, A DELAWARE LIMITED
LIABILITY COMPANY; GREENLEAF POWER LLC,
16 A DELAWARE LIMITED LIABILITY COMPANY; AND
DOES 1 THROUGH 100, INCLUSIVE

17 DEFENDANTS.
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CASE No: CVRI2101796

ASSIGNED FOR ALL PURPOSES TO:
HON. HAROLD W. HOPP, DEPT. 10

**DECLARATION OF KEVIN JACKSON IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

CASE FILED: APRIL 8, 2021

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1. I am an attorney at licensed to practice before the Courts of the State of California and before this Court. I am senior counsel with the law firm of Foley & Lardner LLP, attorneys of record for Defendant GLP Services LLP (“GLP”).
2. The facts stated herein are within my personal knowledge. If called as a witness herein, I could and would testify competently thereto.
3. I have made a reasonable inquiry as to the existence of any class, representative, or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the class defined in this action. To my knowledge there are no other actions currently pending against GLP in this or any other jurisdiction.

I declare under penalty of perjury under the laws of the States of California and the United States that the foregoing is true and correct.

Executed on August 26, 2022, at San Diego, California.

Henry Fisher

Kevin Jackson

EXHIBIT H

to Compendium of Declarations

EXHIBIT H

to Compendium of Declarations

1 KEVIN JACKSON, CA Bar No. 278169
kjackson@foley.com
2 FOLEY & LARDNER LLP
11988 EL CAMINO REAL, SUITE 400
3 SAN DIEGO, CA 92130-2594
TELEPHONE: 858.847.6700
4 FACSIMILE: 858.792.6773

5 Attorneys for Defendant GLP SERVICES LLC
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 JOSE CELAYA, AS AN INDIVIDUAL AND ON
BEHALF OF ALL OTHERS SIMILARLY SITUATED

12 PLAINTIFF,
13

14 v.

15 GLP SERVICES LLC, A DELAWARE LIMITED
LIABILITY COMPANY; GREENLEAF POWER LLC,
16 A DELAWARE LIMITED LIABILITY COMPANY; AND
DOES 1 THROUGH 100, INCLUSIVE

17 DEFENDANTS.
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CASE No: CVRI2101796

ASSIGNED FOR ALL PURPOSES TO:
HON. HAROLD W. HOPP, DEPT. 10

**DECLARATION OF KENDRA SAGE IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

CASE FILED: APRIL 8, 2021

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1. I am the Director of Human Resources GLP Services LLC ("GLP"). In this role, I have
 ive personal knowledge of GLP's business operations. I have personal knowledge of the facts set
 herein and if called upon to testify about the following matters, I would and could competently do

3. Between April 8, 2017 and today's date, there were around 111 hourly- paid employees on GLP's payroll at its California facilities. Many of GLP's California-based employees understand and can read and write in English, but several prefer to communicate in Spanish and some do not read or write English. I believe it would be prudent to provide class notices in English and Spanish.

Executed on August 26, 2022, at Broken Arrow, OK.

Kendra Sage