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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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE
SERVICE AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

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

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

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

5 **Exhibit A to Lidman Decl.:** Order Granting Preliminary Approval
6 of Class Action Settlement

7 **Exhibit B to Lidman Decl.:** Expense Summary

8 **Exhibit C to Lidman Decl.:** Billing Summary

9 **Exhibit D to Lidman Decl.:** Laffey Matrix

10 **Exhibit E to Lidman Decl.:** Confirmation re: submission of
11 Settlement Agreement to LWDA

12 **Exhibit F to Lidman Decl.:** Confirmation re: submission of Order
13 Granting Preliminary Approval to LWDA

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

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

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

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

18 **Exhibit F:** Declaration of Jarrod Salinas of Phoenix Class Action Administration Solutions
19 in support of Plaintiff's Motion ("Salinas Decl.")

20 **Exhibit A to Salinas Decl.:** Notice of Pendency of Class Action and
21 Proposed Settlement (English and Spanish)

22 **Exhibit B to Salinas Decl.:** Settlement Administration Invoice

24 Dated: February 14, 2023

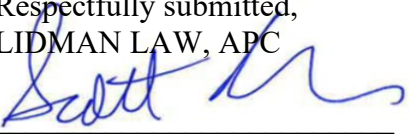
25
26 By: 
27 Scott M. Lidman
28 Attorneys for Plaintiff
JOSE CELAYA

EXHIBIT A

EXHIBIT A

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Case No. CVRI2101796

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

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: March 14, 2023
Time: 8:30 a.m.
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Complaint Filed: April 8, 2021
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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; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

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

1 10. In the First Amended Complaint filed on June 14, 2021, Plaintiff alleges that Defendant
2 GLP Services LLC (“GLP” or “Defendant”)⁶: (1) failed to pay all minimum wages owed; (2) failed to
3 pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to
4 authorize and permit all legally required rest periods; (5) failed to timely pay all wages upon
5 termination; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the
6 Labor Code Private Attorneys General Act of 2004 (“PAGA”). The Settlement was reached only after
7 the parties mediated the action with Jeffrey A. Ross, a well-respected wage and hour class action
8 mediator. In connection with mediation, GLP produced timekeeping and payroll records for Plaintiff
9 and the entire putative class for the time period of January 1, 2018 – March 6, 2022, documents
10 regarding its wage and hour policies, and other information. After research and analysis, including a
11 detailed analysis of GLP’s potential exposure, a mediation was held on April 29, 2022. Ultimately, the
12 Parties agreed on a class-wide resolution, subject to approval by this Court.

13 11. This Settlement was a result of serious, informed, non-collusive negotiations with the
14 assistance of an experienced class action mediator. After agreeing to participate in early mediation,
15 GLP produced timekeeping and payroll records for Plaintiff and the entire putative class for the time
16 period of January 1, 2018 – March 6, 2022, documents regarding its wage and hour policies, and other
17 information. After the detailed review of the payroll and time records and other documents and policies
18 produced by GLP, Class Counsel drew on their extensive experience in similar cases to assess the
19 strengths and weaknesses of Plaintiff’s case. This discovery allowed the parties to assess the merits and
20 value of Plaintiff’s claims and GLP’s defenses thereto, if a settlement could not be reached.

21 12. On April 29, 2022 after extensive research and analysis, including a detailed analysis
22 of GLP’s potential exposure, a full-day mediation was held with Jeffrey A. Ross, a well-respected wage
23 and hour class action mediator. During mediation, the parties vigorously debated their opposing legal
24 positions, the likelihood of certification of Plaintiff’s claims, and the legal basis for the claims and
25 defenses for the claims alleged in the operative complaint. Thereafter, the parties attended worked
26 collaboratively in the following weeks to finalize the Settlement.

27 _____
28 ⁶ On June 27, 2021, pursuant to a request by Plaintiff, the Court in the Action dismissed Greenleaf Power, LLC
from the Action without prejudice.

1 13. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary
2 Approval on September 15, 2022. On November 14, 2022, the Court granted preliminary approval
3 of the class action settlement. Attached hereto as **Exhibit A** is a true and correct copy of the November
4 14, 2022 Order Granting Preliminary Approval.

5 14. According to Stratasys, there are 118 total Settlement Class members defined as: “All
6 current and former non-exempt, hourly employees who have worked for Defendant GLP Services, LLC
7 in California during the time period of April 8, 2017 through November 14, 2022.”

8 15. The proposed PAGA Employees is defined as “all current and former non-exempt,
9 hourly employees who have worked for Defendant GLP Services, LLC in California during the time
10 period of April 8, 2020 through November 14, 2022.”

11 16. Plaintiff’s primary claims/allegations are that GLP: (1) failed to pay all minimum wages
12 owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods;
13 (4) failed to authorize and permit all legally required rest periods; (5) failed to timely pay all wages
14 upon termination; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under
15 the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

16 17. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
17 theories of liability are related to Schumacher’s alleged failure to pay Settlement Class members for
18 all time worked and its alleged failure provide Settlement Class members all legally compliant duty-
19 free meal and rest periods. Specifically, Plaintiff alleges that GLP failed to compensate its non-exempt
20 employees for all time worked. Specifically, Plaintiff alleges that GLP required him and other non-
21 exempt employees to complete pre-shift tasks including, without limitation, getting a radio with a
22 charged battery, donning his safety gear including glasses, earplugs and face mask, servicing the
23 machines, and going to the control room. Plaintiff further contends that the time during the handoff
24 was also not compensated for the employee coming off work. Moreover, Plaintiff alleges that up until
25 approximately June 1, 2021, GLP would unlawfully shave his work time and/or round his work time
26 such that Plaintiff would not be fully paid for all time worked.

1 18. GLP contends that it compensated non-exempt employees for all of their time worked.
2 GLP also contends that its timekeeping and payroll documents produced in connection with mediation
3 demonstrate that employees were paid to the minute. GLP contends its timekeeping practices and
4 policies were lawful and any unpaid time was *de minimis* and therefore non-compensable. GLP also
5 asserts that Plaintiff would be unable to certify a rounding claim given the individualized inquiries that
6 would be required.

7 19. Plaintiff alleges that at times during his employment with GLP, he and other non-
8 exempt employees were paid non-discretionary bonuses, (hereinafter the aforementioned forms of pay
9 are collectively referred to as “Incentive Pay”). Specifically, Plaintiff alleges that GLP failed, however,
10 to include the Incentive Pay when calculating the regular rate of pay for purposes of paying Plaintiff
11 and the other non-exempt employees’ overtime wages. Accordingly, Plaintiff contends that GLP did
12 not properly calculate the regular rate of pay for Plaintiff and the other non-exempt employees, thereby
13 causing them to be underpaid for all their required overtime wages.

14 20. GLP contends that Settlement Class members received all overtime wages to which
15 they were entitled. GLP further counters that any bonuses paid to putative class members during the
16 relevant time period were discretionary and did not to be included in the regular rate of pay for overtime
17 purposes.

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

25 22. GLP counters that it has always provided non-exempt employees with an opportunity
26 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
27 timekeeping records were solely the result of employee choice, rather than any policy or practice of
28

1 GLP. GLP points out that it is only required to “provide” the opportunity to take meal periods, not
2 “ensure” meal periods are taken, and that they have always done so. Finally, GLP contends Plaintiff’s
3 meal period claim is not suited for class certification, since individual inquiries would be required to
4 assess which employees took non-compliant meal periods, how many meal periods were non-
5 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
6 missed a meal period during a particular shift.

7 23. Plaintiff alleges that he and other Settlement Class members were not authorized and
8 permitted to take all required rest periods due to GLP’s unlawful rest period policies and practices that
9 failed to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
10 Specifically, Plaintiff alleges that during his employment, GLP maintained a facially unlawful rest
11 period policy that required employees to remain on the premises for rest breaks. Plaintiff contends that
12 such alleged rest periods were unlawful, however, as Plaintiff was not relieved of all duties.

13 24. GLP contends it has always maintained and enforced lawful rest period policies and
14 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
15 periods in compliance with California law. Further, GLP argues that Plaintiff’s rest period claims are
16 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
17 Settlement Class member was in fact authorized and permitted to take a compliant rest period, which
18 would devolve into an unmanageable series of mini-trials.

19 25. Plaintiff alleges that GLP issued inaccurate wage statements in violation of Labor Code
20 § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above.
21 Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage
22 statements issued to Settlement Class Members did not include all hours worked and the rate at which
23 they were being paid.

24 26. GLP argues that meal and rest period claims cannot support a claim for wage statement
25 penalties. GLP further argues that its alleged wage statement violations could not be shown to be
26 “knowing and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed]”
27
28

injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

27. Plaintiff alleges that GLP is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages. Based on the data provided by GLP, there were approximately 48 Settlement Class members who have separated their employment with GLP during the relevant time period and who could be entitled to waiting time penalties.

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

29. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. The specific statutory violations upon which Plaintiff bases the claim under PAGA are: (i) Labor Code sections 204, 510, 558, 1194, and 1198 for failing to pay all overtime wages owed; (ii) Labor Code sections 1194 1194.2, 1197 for failing to pay all minimum wages owed; (iii) Labor Code sections 226.7, 512, and 558 for meal period violations; (iv) Labor Code sections 226.7, 516, and 558 for rest period violations; (v) Labor Code section 226(e) for failing to provide accurate, itemized wage statements; (vi) Labor Code section 201 through 203 for failing to pay all wages owed upon termination. Based on the data provided by GLP in connection with mediation, there are approximately 67 aggrieved employees and approximately 2,413 pay periods during the relevant time period.

30. GLP argues that Plaintiff’s PAGA claim will fail for the same reasons that her underlying claims will fail. GLP also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find GLP liable for any of Plaintiff’s claims. GLP further alleges that none of the violations would be deemed knowing and intentional as there is no evidence to suggest GLP intentionally violated the Labor Code and that GLP’s policies and procedures demonstrate that GLP acted in good faith regard to paying the putative class members all wages due. For these reasons, GLP asserts that the Court would drastically reduce any award of PAGA penalties as “confiscatory.”

31. These considerations, not only bore heavily on the negotiations leading to the

1 Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view
2 of the risks of further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff
3 carefully vetted the claims at issue and conducted a detailed statistical analysis of class-wide data to
4 arrive at the calculated damages figures. Thus, while these risks are far from exhaustive, they
5 demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

6 32. Funds remaining unclaimed will be distributed to the California State Controller's Office
7 – Unclaimed Property Fund in the name of the Settlement Class member.

8 33. In my experience in wage and hour class action matters similar to this one, fee awards
9 generally average around one-third of the gross recovery.

10 34. My law firm's and co-counsel's work on this case includes, but is not limited to:
11 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
12 GLP's documents and policies, analyzing timekeeping data and payroll records, creating a
13 comprehensive damages model, preparing for and attending mediation, negotiating and preparing the
14 long-form Settlement Agreement, preparing the Motions for Preliminary and Final Approval,
15 overseeing the settlement administration process, and otherwise litigating this case.

16 35. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
17 dedicated substantial resources to this litigation, including expending a total of \$11,292.79, in actual
18 costs, have devoted substantial time to this litigation and expect to incur approximately \$200.00 in
19 future costs for filing the instant motion, filing the final declaration regarding distribution of
20 settlement, service and messenger fees, postage fees, costs for future appearances. A true and correct
21 copy of my firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit**
22 **B**.

23 36. My experience in matters similar to this one was integral in evaluating the strengths
24 and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of
25 wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive
26 state and federal law, as well as the procedural law of class action litigation. This case involved
27
28

nuanced legal issues including questions surrounding Stratasys' obligation to "provide" meal periods, "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced \$11,492.79 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

37. My law firm maintains records of our hours worked on this case by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access the timekeeping system regularly for purposes of assessing the number of attorney and paralegal hours worked for each case that my law firm handles. I relied on the timekeeping records for this case to prepare this declaration. A true and correct copy of my law firm and co-counsel's billing summary is attached hereto as **Exhibit C**.

In this case, Class Counsel have a lodestar of \$164,610.00 which results in a multiplier of approximately 1.62 compared to the \$266,666.67 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case.

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (22nd Year Attorney)	SML	\$750	88.8	\$66,600.00

Elizabeth Nguyen (15th Year Attorney)	EN	\$650	39.8	\$25,870.00
Paul K. Haines (14th Year Attorney)	PKH	\$675	28.9	\$19,507.50
Milan Moore (5th Year Attorney)	MM	\$450	112.1	\$50,445.00
Paralegals	DJ	\$175	12.5	\$2,187.50
Total Lodestar				\$164,610.00

38. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$650, and Ms. Moore's proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit D**.

39. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement).

1 40. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
2 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct.,
3 Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film*
4 *Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct.,
5 Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August
6 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008,
7 Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct.,
8 January 15, 2014, Case No. 26-56886 (40%).

9 41. Being a private law practice my firm can only properly litigate a limited number of
10 cases at one time. The professional demands of this case were significant, including a significant
11 number of hours of attorney and paralegal time. This litigation precluded my firm from other
12 employment due to the time and financial commitments required by the case. Indeed, because my
13 firm takes on cases on a purely contingency fee, we are only compensated for our time if we
14 successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

15 42. The requested enhancement payment to Plaintiff of \$5,000.00 is also reasonable given
16 Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class members.
17 Plaintiff gathered documents for use in the lawsuit, and attended in person/telephonic meetings with
18 Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement
19 reached. Thus, the enhancement payment to Plaintiff is appropriate and justified as part of the
20 Settlement and should be finally approved.

21 43. Plaintiff served the proposed Settlement Agreement on the California Labor &
22 Workforce Development Agency ("LWDA") on September 15, 2022, the same date as he filed his
23 Motion for Preliminary Approval. A true and correct copy of the email generated by the LWDA
24 website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit**
25 **E.**

44. Plaintiff served the Order Granting Preliminary Approval on the LWDA on February 7, 2023. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit F**.

45. Plaintiff has provided written approval of the split of attorneys' fees in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 14, 2023 at El Segundo, California.


Scott M. Lidman

EXHIBIT A

EXHIBIT A

KKJ
NOV 16 2022

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

(Signature)

NOV 14 2022

G. ZAMBRANO

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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]*

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

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

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

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

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

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

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

- 17 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
18 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
19 could be granted approval by the Court at a hearing on Plaintiff's Motion for Final Approval of Class
20 Action Settlement. For purposes of the Settlement, the Court finds that the proposed Settlement Class
21 is ascertainable and that there is a sufficiently well-defined community of interest among the members
22
23

24 ¹ Pursuant to the Court's ruling on November 1, 2022, the Parties were to make the following changes to the
25 Class Notice:

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

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

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

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

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

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

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

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

22
23
24 ² Defendant represents that there are an estimated 12,065 workweeks during the Class Period as of April 29,
25 2022. If the number of workweeks during the Class Period is more than 15% greater than this figure (*i.e.*, if
26 there are 13,875 or more workweeks worked by the Settlement Class Members during the Class Period),
27 Defendant agrees to increase the Gross Settlement Amount on a proportional basis by the amount by which it
28 exceeds 15% (*i.e.*, if there was a 16% increase in the number workweeks during the Class Period, Defendant
would agree to increase the Gross Settlement Amount by 1%). If this escalator clause is triggered and the more
than 15% increase is reached prior to preliminary approval, Defendant has the option of ending the Class Period
and the PAGA Period on the date on which the workweeks reach 13,874 in lieu of being required to increase
the Gross Settlement Amount. Settlement, ¶ 4.E.

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

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

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

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

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

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

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

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

13 13. An implementation schedule is below:

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

21
22 14. Pending the hearing on Plaintiff's Motion for Final Approval of Class Action
23 Settlement, all proceedings in this action, other than proceedings necessary to carry out or enforce the
24 terms and conditions of the Settlement and this Order, are stayed.

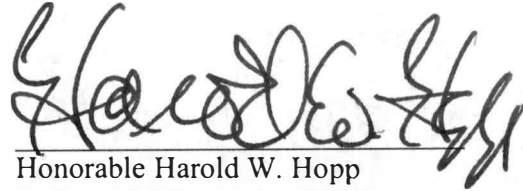
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26 //

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

4 **IT IS SO ORDERED.**

5 Dated: 11/14, 2022



Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No. CVRI2101796

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

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

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

Why should you read this notice?

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

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

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

What is this case about?

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

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

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

remaining 25% of penalties are distributed evenly among all aggrieved employees. Here, for purposes of Settlement, PAGA Employees is defined as: All current and former non-exempt, hourly, employees of Defendant GLP Services, LLC who worked in California at any time between April 8, 2020 and the date of preliminary approval.

GLP asserts that it has complied with California law at all times. GLP denies that it has done anything wrong, and says that all non-exempt, hourly employees in the class were properly compensated for all hours worked, were provided with meal and rest breaks, did take meal and rest breaks as required by law, and timely paid all wages at separation. GLP denies that any unlawful policy or practice exists as to the above claims. GLP further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of GLP, which expressly denies all liability.

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

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

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

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

Who are the Attorneys?

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	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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Fax: (424) 292-2355 www.haineslawgroup.com	
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for GLP in California at any time from April 8, 2017 through [insert end date of Class Period]. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against GLP as described below.

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

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

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

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

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

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

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

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

In addition, the PAGA Amount will be allocated as follows. Each Settlement Class member (including those who opt-out) who was employed by GLP at any time from April 8, 2020 through [insert end date of Class Period] ("PAGA Employees"), shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period of April 8, 2020 through [insert end date of Class Period], and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class members' number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Settlement Class members during this time period.

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

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

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

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

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

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release GLP, Greenleaf Power, LLC and all of their past and present officers, directors, employees, and agents (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations

therein, that arose during the Class Period with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (e) failure to timely pay wages upon termination of employment; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. (collectively, the "Released Claims"). The time period of the Settlement Class Members' Release shall be the same time period as the Class Period.

Release of PAGA. Plaintiff on behalf of himself and the State of California, will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 for penalties that could have been sought by the California Labor Commissioner against the Released Parties as alleged in Plaintiff's April 8, 2021 letter to the LWDA and to the extent alleged in the operative complaint in the Lawsuit based on the: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; and (e) failure to timely pay all wages due upon separation of employment that occurred during the PAGA Period (collectively, "PAGA Released Claim"). The release on behalf of the State of California will extinguish any and all claims for penalties that the State of California could have brought on behalf of the PAGA Employees, and that the PAGA Employees therefore will, after judgment is entered in this Action following final approval of the Settlement, be barred by the doctrines of res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at issue in the in the operative complaint and as alleged in Plaintiff's April 8, 2021 letter to the LWDA, whether brought on an individual, representative, or collective basis.

Plaintiff and PAGA Employees, will not have the opportunity to opt out or object to the PAGA Amount, as described above, and/or opt-out or object to the PAGA Released Claim, although the release of PAGA claims will be subject to Court approval.

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

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

How can I claim money from the Settlement?

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

What other options do I have?

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

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

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

Any person who mails a timely and valid Request for Exclusion form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement (aside from a portion of the PAGA Amount if the person was employed by GLP between April 8, 2020 and insert end date of Class Period). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

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

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for March 14, 2023 at 8:30 a.m. in Department 10 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Jose Celaya v. GLP Services, LLC*, Riverside County Superior Court Case No CVRI2101796.

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

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on March 14, 2023 at 8:30 a.m., in Department 6 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members, except the Settlement Administrator will provide notice to any Settlement Class members who have submitted a timely objection. **You have the right to attend the Final Approval Hearing but are not required to do so. If you attend the hearing and/or retain your own separate attorney, it will be at your own expense.**

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

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

How can I get additional information?

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

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

You may also obtain a copy of the Settlement by requesting a copy from the Settlement Administrator or by accessing the Court's electronic file as explained above, locate the entry for the "Compendium of Declarations Filed with Plaintiff's Motion for Preliminary Approval of Class Action Settlement" filed on September 15, 2022, locate the Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval attached to the Compendium as Exhibit A, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Stipulation of Class Action and PAGA Settlement is attached as Exhibit I to Mr. Lidman's Declaration.

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

REMINDER AS TO TIME LIMITS

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

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

EXHIBIT B

EXHIBIT B

DISPUTE REGARDING NOTICE OF SETTLEMENT AWARD

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

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

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

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

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

(b) and

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

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

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

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

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

EXHIBIT C

EXHIBIT C

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

Address: _____
(Street)

(City) (State) (Zip)

Telephone No.: _____

Dated: _____ Signature: _____

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

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

EXHIBIT D

EXHIBIT D

OBJECTION FORM

Jose Celaya v. GLP Services, LLC, et al.

Superior Court of California, County of Riverside, CVRI2101796

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

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

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

1. Provide the following information:

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

Your Address: _____

Telephone No.: _____

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

3. Date and sign this form below:

Dated: _____ Signature: _____

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

Jose Celaya v. GLP Services, LLC, et al.

Settlement Administrator

c/o

EXHIBIT E

EXHIBIT E

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

GLP SERVICES, LLC., a Delaware corporation; and
Does 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~~ April 8, 2017 and [insert end date of Class Period] (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

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

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

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

remaining 25% of penalties are distributed evenly among all aggrieved employees. Here, for purposes of Settlement, PAGA Employees is defined as: All current and former non-exempt, hourly, employees of Defendant GLP Services, LLC who worked in California at any time between April 8, 2020 and the date of preliminary approval.

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GLP asserts that it has complied with California law at all times. GLP denies that it has done anything wrong, and says that all non-exempt, hourly employees in the class were properly compensated for all hours worked, were provided with meal and rest breaks, did take meal and rest breaks as required by law, and timely paid all wages at separation. GLP denies that any unlawful policy or practice exists as to the above claims. GLP further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of GLP, which expressly denies all liability.

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

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

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

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

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members:	Attorneys for Defendant:
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	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
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350	*PLEASE DO NOT CONTACT THE COURT, OR GLP'S ATTORNEYS ABOUT THIS NOTICE.

Fax: (424) 292-2355 www.haineslawgroup.com	
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for GLP in California at any time from April 8, 2017 through [insert end date of Class Period]. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against GLP as described below.

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

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

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

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

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

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

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

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

In addition, the PAGA Amount will be allocated as follows. Each Settlement Class member (including those who opt-out) who was employed by GLP at any time from April 8, 2020 through [insert end date of Class Period] ("PAGA Employees"), shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period of April 8, 2020 through [insert end date of Class Period], and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class members' number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Settlement Class members during this time period.

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

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

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

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

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

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release GLP, Greenleaf Power, LLC and all of their past and present officers, directors, employees, and agents (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations

therein, that arose during the Class Period with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (e) failure to timely pay wages upon termination of employment; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. (collectively, the "Released Claims"). The time period of the Settlement Class Members' Release shall be the same time period as the Class Period.

Release of PAGA. Plaintiff on behalf of himself and the State of California, will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 for penalties that could have been sought by the California Labor Commissioner against the Released Parties as alleged in Plaintiff's April 8, 2021 letter to the LWDA and to the extent alleged in the operative complaint in the Lawsuit based on the: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; and (e) failure to timely pay all wages due upon separation of employment that occurred during the PAGA Period (collectively, "PAGA Released Claim"). The release on behalf of the State of California will extinguish any and all claims for penalties that the State of California could have brought on behalf of the PAGA Employees, and that the PAGA Employees therefore will, after judgment is entered in this Action following final approval of the Settlement, be barred by the doctrines of res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at issue in the in the operative complaint and as alleged in Plaintiff's April 8, 2021 letter to the LWDA, whether brought on an individual, representative, or collective basis.

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

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

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

How can I claim money from the Settlement?

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

What other options do I have?

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

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

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

Any person who mails a timely and valid Request for Exclusion form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement (aside from a portion of the PAGA Amount if the person was employed by GLP between April 8, 2020 and ~~insert end date of Class Period~~). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

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

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> ~~March 14, 2023 at 8:30 a.m.~~ in Department 6-10 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Jose Celaya v. GLP Services, LLC*, Riverside County Superior Court Case No CVR12101796.

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>> ~~March 14, 2023 at 8:30 a.m.~~ in Department 6 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members, except the Settlement Administrator will provide notice to any Settlement Class members who have submitted a timely objection. **You have the right to attend the Final Approval Hearing but are not required to do so. If you attend the hearing and/or retain your own separate attorney, it will be at your own expense.**

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

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

How can I get additional information?

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

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

You may also obtain a copy of the Settlement by requesting a copy from the Settlement Administrator or by accessing the Court's electronic file as explained above. locate the entry for the "Compendium of Declarations Filed Concurrently with Plaintiff's Motion for Preliminary Approval Filed of Class Action Settlement" filed on ~~September 15, 2022~~, locate the Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval attached to the Compendium as Exhibit 4, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Settlement Stipulation of Class Action and PACA Settlement is will be attached as Exhibit 1 to Mr. Lidman's Declaration.

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

REMINDER AS TO TIME LIMITS

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

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

EXHIBIT B

EXHIBIT B

Expense Summary
Jose Celaya v. GLP Services LLC

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,000.00
Filing, Service and Messenger Fees	\$2,118.09
Copying Costs	\$130.75
Postage Costs	\$43.95
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage	\$200.00
TOTAL:	\$11,492.79

EXHIBIT C

EXHIBIT C

Lidman Law, APC and Haines Law Group, APC

Billing Summary

Jose Celaya v. GLP Services, LLC

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 3.60 hrs @750/hr PKH 1.50 hrs @\$675/hr EN .50 hrs @\$650/hr MM 5.90 hrs @\$450/hr DJ 1.90 hrs @\$175/hr	\$7,025.00
Legal research regarding claims and drafting class action complaint and LWDA letter; prepare FAC to add PAGA claim.	SML 4.60 hrs @750/hr MM 8.50 hrs @\$450/hr DJ 2.20 hrs @\$175/hr	\$7,660.00
Preparing first set of written discovery, including Special Interrogatories and Requests for Production of Documents; Draft <i>Belaire-West</i> privacy notice.	SML 2.80 hrs @750/hr MM 4.30 hrs @\$450/hr	\$4,035.00
Meeting and conferring with defense counsel re: dismissal of named Defendant Greenleaf Power LLC; review of declaration from Greenleaf Power LLC; conduct legal research; preparation and filing of Request for Dismissal of Greenleaf Power LLC.	SML 3.30 hrs @750/hr EN 1.10 hrs @\$650/hr MM 2.90 hrs @\$450/hr DJ .90 hrs @\$175/hr	\$4,652.50
Receiving and review Notice of Department Reassignment and Defendant GLP Services LLC's Peremptory Challenge.	SML .10 hrs @750/hr PKH .10 hrs @\$675/hr EN .10 hrs @\$650/hr MM .10 hrs @\$450/hr	\$252.50
Meeting and conferring with defense counsel regarding case and mediation; reviewing and organizing mediation data production; conducting detailed review and analysis of timekeeping	SML 20.60 hrs @750/hr PKH 15.50 hrs @\$675/hr EN 18.70 hrs @\$650/hr MM 29.40 hrs @\$450/hr	\$51,297.50

and payroll records; preparing exposure analysis of rounding, miscalculation of regular rate, and meal period violations; legal research; drafting mediation brief and preparing for mediation.		
Attending mediation with Jeffrey A. Ross.	SML 6.50 hrs @750/hr EN 6.50 hrs @\$650/hr MM 6.50 hrs @\$450/hr	\$12,025.00
Continuing settlement negotiations with assistance of mediator.	SML 3.80 hrs @750/hr	\$2,850.00
Negotiating and drafting long-form settlement agreements and Notice Packet (which consists of <i>(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</i>); meet and confer conferences w/ defense counsel re the same.	SML 8.60 hrs @750/hr PKH 2.50 hrs @\$675/hr EN 3.10 hrs @\$650/hr	\$10,152.50
Drafting misc. stipulations, joint reports, and notices, including Notice of Settlement.	SML 2.30 hrs @750/hr EN .90 hrs @\$650/hr MM 7.70 hrs @\$450/hr DJ 1.8 hrs @\$175/hr	\$6,090.00
Drafting and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration; drafting and filing amended proposed order granting preliminary approval.	SML 11.60 hrs @750/hr PKH 2.30 hrs @\$675/hr EN 2.50 hrs @\$650/hr MM 14.80 hrs @\$450/hr DJ 2.70 hrs @\$175/hr	\$19,010.00
Telephonically appearing for preliminary approval hearing	MM 1.10 hrs @\$450/hr	\$495.00

Correspondence with Settlement Administrator; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections	SML 1.20 hrs @750/hr EN .80 hrs @\$650/hr MM 2.50 hrs @\$450/hr	\$2,545.00
Drafting final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 11.90 hrs @750/hr PKH 2.50 hrs @\$675/hr EN 2.80 hrs @\$650/hr MM 19.90 hrs @\$450/hr DJ 3.00 hrs @\$175/hr	\$21,912.50
Telephone calls w/ client regarding case status, updates, settlement, long form settlement agreement, declaration in support of approval, and questions.	SML 1.30 hrs @750/hr PKH 1.10 hrs @\$675/hr MM 2.90 hrs @\$450/hr	\$3,022.50
Misc. telephone conversations with defense counsel regarding case, mediation, settlement approval documents, preliminary approval documents, amended notices, and final approval documents.	SML 3.20 hrs @750/hr MM 2.80 hrs @\$450/hr	\$3,660.00
Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	SML 3.40 hrs @750/hr PKH 3.40 hrs @\$675/hr EN 2.80 hrs @\$650/hr MM 2.80 hrs @\$450/hr	\$7,925.00
TOTAL:		\$164,610.00

EXHIBIT D

EXHIBIT D

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69

(D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT E

EXHIBIT E

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, September 15, 2022 2:40:44 PM

09/15/2022 02:40:18 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 828722-21

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court and Hearing Information

Court *

Riverside Superior Court

Court Case Number *

CVRI2101796

Hearing Date (if any)

11/1/2022

Hearing Time

8:30

Hearing Location

Dept. 10, 4050 Main Street

Number of aggrieved employees *

43

Gross settlement amount *

800000

Gross penalty amount *

50000

Penalties to LWDA *

37500

Date of proposed settlement *

07/08/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

2022-07-08 C...executed.pdf

Other Attachment (if any)

Choose File

2022-09-15 GL... tables).pdf

Other Attachment (if any)

[Remove](#)

2022-09-15 GL... of Decs.pdf

Other Attachment (if any)

[Remove](#)

2022-09-15 G...nting PA.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

EXHIBIT F

EXHIBIT F

From: [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, February 07, 2023 1:56:56 PM

02/07/2023 01:56:27 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

gbeltran@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

4243224772

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Jose Celaya v GLP Services

Plaintiff Name

Jose Celaya

Order or Judgment Details

Date Court order signed by Judge *

11/14/2022

Gross settlement amount *

800000

Gross penalties *

50000

Penalties to LWDA *

37500

Fee award *

266,666.66

Court Order.Judgment File and Other Files

Court Order or Judgment *

2022-11-14 ...nting MPA.pdf

Other Attachment

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT B

EXHIBIT B

LIDMAN LAW, APC

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Fax: (424) 292-2355

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 MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

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;

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 by my firm and/or my co-counsel are set forth in
7 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 February 14, 2023, at El Segundo, California.

11 
12 _____
13 Elizabeth Nguyen

EXHIBIT C

EXHIBIT C

LIDMAN LAW, APC

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Attorneys for Plaintiff
JOSE CELAYA

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Tel: (424) 292-2350
Fax: (424) 292-2355

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 MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

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.

18 Executed on February 14, 2023, at El Segundo, California.

19
20 
21 Milan Moore

EXHIBIT D

EXHIBIT D

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 PAUL K. HAINES IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

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

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
3 plaintiffs and putative class members; deposing retained expert witnesses; and defending the
4 depositions of corporate witnesses. In short, I played an integral role in all aspects of litigation from
5 the inception of a matter through and beyond class certification. I also supervised the work of several
6 junior attorneys 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
9 Los 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.
11 For the vast majority of these cases, I was the only associate staffed on the matter, and I performed
12 the same job duties as described in the immediately preceding paragraph. In addition to working on
13 wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid”
14 actions asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as
15 well as 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
18 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent (90%)
19 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am
20 currently responsible for prosecuting over thirty (30) wage and hour class actions filed in both State
21 and Federal courts throughout California. Below are some of the matters in which I have been
22 appointed as Class Counsel, all of which have been granted final approval: *Hilberger v. Eisenhower*
23 *Medical Center*, Case No. INC1204915, California Superior Court, County of Riverside, Honorable
24 Judge John G. Evans, presiding, (in which I was approved for an hourly rate of \$500 for work
25 performed in 2012 and 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049,
26 California Superior Court, County of San Luis Obispo, Honorable Judge Martin J. Tangeman,
27 presiding, (in which I was approved for an hourly rate of \$425 for work performed in 2013 and 2014);
28 *Tacker v. Compass Health, Inc.*, Case No. CV13-02261 BRO (JCG), United States District Court,

1 Central District of California, Honorable Judge Beverly Reid O'Connell, presiding, (in which I was
2 approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American*
3 *Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County
4 of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an
5 hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*,
6 Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California,
7 Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500
8 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403
9 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy
10 Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013
11 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States
12 District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which
13 I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-*
14 *On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District
15 of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly
16 rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No.
17 BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle,
18 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);
19 *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los
20 Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly
21 rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No.
22 SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable
23 Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work
24 performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC
25 (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr.,
26 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);
27 *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States District Court,
28 Northern District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was

1 approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*,
2 Case No. BC487206, California Superior Court, County of Los Angeles, Honorable Judge John
3 Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed
4 in 2013, 2014 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United
5 States District Court, Northern District of California, Honorable Edward M. Chen, presiding (in which
6 I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony*,
7 *Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California,
8 Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly rate of \$550 for
9 work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-
10 PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J.
11 Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014
12 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468,
13 California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman, presiding (in
14 which I was approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez*
15 *v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable
16 John S. Wiley, presiding (in which I was approved for an hourly rate of \$550 for work performed in
17 2013, 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex),
18 United States District Court, Central District of California, Honorable Judge John F. Walter, presiding
19 (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera*
20 *Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court,
21 County of San Luis Obispo, Honorable Martin J. Tangeman, presiding (in which I was approved for
22 an hourly rate of \$550 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental*
23 *Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable
24 Judge Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work
25 performed in 2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior
26 Court, County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved
27 for an hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto*
28 *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:

- *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding (certifying a class of employees who were misclassified as independent contractors);

- 1 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States
2 District Court, Central District of California, Honorable Judge Beverly Reid O’Connell,
3 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 4 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
5 Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a
6 rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- 7 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
8 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
9 certifying an unpaid FLSA overtime wage class);
- 10 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
11 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
12 (conditionally certifying an unpaid FLSA overtime wage class);
- 13 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
14 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
15 (certifying unpaid overtime wage class and waiting time penalty class); and
- 16 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
17 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
18 classes of employees for rest period violations, wage statement violations, meal period
19 violations, and overtime and double-time violations);
- 20 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States
21 District Court, Southern District of California, Honorable William Q. Hayes presiding
22 (certifying six classes of employees for unpaid wages, meal period violations, wage statement
23 violations, and waiting time penalties); and
- 24 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
25 United States District Court, Northern District of California, Honorable William H. Alsup
26 presiding (certifying three classes of employees for unlawful wage deduction violations, wage
27 statement violations, and waiting time violations).

8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year. In 2018 and 2019 Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case from its inception through the present, and believe that the proposed Settlement is an excellent result for the Settlement Class.

10. The details of the worked completed by my firm are attached hereto as **Exhibit C** to the declaration of Scott M. Lidman filed concurrently herewith.

11. Since undertaking representation of Plaintiff, my firm has borne the costs of litigation for over a year without receiving any compensation to date. To date, my firm and/or co-counsel’s firm have incurred \$11,292.79 in out-of-pocket costs reasonably incurred in litigating this matter, which includes anticipated costs of \$200 for filing fees, service and messenger fees, expenses for future court appearances, and/or postage.

12. My law firm maintains records of our hours worked on this case by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access the timekeeping system regularly for purposes of assessing the number of attorney hours worked for each case that my law firm handles. The lodestar for my firm is \$19,507.50. A general summary showing the number of hours of work performed by my office:

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (14th Year Attorney)	PKH	\$675	28.9	\$19,507.50
Total Lodestar				\$19,507.50

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct. Executed on February 14, 2023 at El Segundo, California.

3
4  _____

5 Paul K. Haines
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EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC

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Attorneys for Plaintiff
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Attorneys for Plaintiff
JOSE CELAYA

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

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of all others similarly situated,

Plaintiff,

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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: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

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

1 **DECLARATION OF JOSE CELAYA**

2 I, JOSE CELAYA, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed class action settlement ("Settlement")
5 reached in this case. 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 was employed by Defendant GLP Services, LLC ("GLP") as an hourly, non-exempt
8 employee from approximately July 1, 2019 through approximately December 20, 2019, at which time
9 I began a leave of absence. I believe I was terminated in or around December 2020. While working
10 at GLP's Mecca facility, I was an Equipment Operator, and was subject to GLP's wage and hour
11 policies and practices.

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

EXHIBIT F

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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 JARROD SALINAS
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS
WITH RESPECT TO OPT OUTS AND
OBJECTIONS RECEIVED**

Date: March 14, 2023
Time: 8:30 a.m.
Dept.: 10

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

1 4. On December 19, 2022, Phoenix received a second data file from Defense Counsel
2 that contained PAGA workweeks for each Class Member during the Class Period.

3 5. The final mailing list contained one hundred eighteen (118) individuals identified as
4 Class Members. Phoenix reviewed the data provided by Defense Counsel, determined there were
5 12,570 workweeks worked during the Class Period, and therefore the Class Period ended on the
6 date that the Court granted preliminary approval.

7 6. On December 28, 2022, Phoenix conducted a National Change of Address
8 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
9 search of this database provides updated addresses for any individual who has moved in the previous
10 four (4) years and notified the U.S. Postal Service of their change of address.

11 7. On December 28, 2022, Phoenix mailed the Notice via U.S. first class mail, in
12 English and Spanish, to one hundred eighteen (118) Class Members on the Class List. A true and
13 correct copy of the mailed Notice is attached hereto as **Exhibit A**.

14 8. As of the date of this declaration, seven (7) Notices have been returned to Phoenix.
15 None were returned with a forwarding address. For the seven (7) Notices returned from the Post
16 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
17 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
18 Of the six (6) Notices that were skip traced, five (5) updated addresses were obtained and the Notice
19 was promptly re-mailed to those Class Members via first class mail.

20 9. As of the date of this declaration, one (1) Notice remain undeliverable since an
21 updated address could not be obtained via skip trace.

22 10. As of the date of this declaration, Phoenix has received zero (0) Requests for
23 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement is
24 February 28, 2023.

25 11. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
26 from Class Members. The deadline for objecting to the Class Settlement is February 28, 2023.

27 12. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
28 from Class Members. The deadline for submitting a dispute is February 28, 20223

1 13. There are one hundred eighteen (118) Class Members who did not submit timely and
2 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
3 100% of the Class. Settlement Class Members have worked a collective total of twelve thousand
4 five hundred seventy (12,570) Workweeks during the Class Period. Each Workweek is valued at
5 approximately \$36.59.

6 14. The Net Settlement Amount of \$459,890.54 available to pay Settlement Class
7 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$266,666.67),
8 and Class Counsel costs (\$11,492.79), requested Enhancement Payment to Plaintiff Jose Celaya
9 (\$5,000.00), the PAGA Amount (\$50,000.00), and the requested Settlement Administration Costs
10 (\$6,950.00) from the Gross Settlement Amount (\$800,000.00).

11 15. Based upon the calculations stipulated in the Settlement, the highest Individual
12 Settlement Share to be paid is approximately \$10,683.22, the lowest Individual Settlement Share to
13 be paid is approximately \$36.59, while the average Individual Settlement Share to be paid is
14 approximately \$3,897.38. The estimated median settlement payment to Settlement Class Members
15 is \$2,817.15. Settlement Class Members will be issued payment of their Individual Settlement
16 Shares subject to reduction for the employee's share of taxes and withholdings with respect to the
17 wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement
18 Payment").

19 16. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward
20 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
21 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
22 or \$12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
23 are or were employed by Defendant during the PAGA Period. There are eighty-five (85) Aggrieved
24 Employees who worked a total of five thousand six hundred four (5,604) workweeks and 2,802 pay
25 periods during the PAGA Period. The highest Individual PAGA Payment to be paid is
26 approximately \$305.59, the lowest Individual PAGA Payment to be paid is \$2.23 and the average
27 Individual PAGA Payment to be paid is approximately \$147.06.

17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Gross Settlement Amount.

18. Phoenix's costs associated with the administration of this matter are \$6,950.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

19. Phoenix will submit a supplemental declaration after the expiration of the response deadline on February 28, 2023 and prior to the Final Fairness Hearing on March 14, 2023.

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

Executed this 13th day of February 2023, at Orange, California.

Jarrood Salinas
JARROOD SALINAS

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No. CVRI2101796

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

To: All current and former non-exempt, hourly employees who have worked for Defendant GLP Services, LLC (“Defendant” or “GLP”) in California during the time period of April 8, 2017, through November 14, 2022. Collectively, these employees will be referred to as “Settlement Class members.”

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

Why should you read this notice?

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

You may be entitled to money from this Settlement. GLP’s records show that you were employed at GLP as a non-exempt, hourly employee in California between April 8, 2017 and November 14, 2022 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

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

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

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state’s labor law enforcement agencies. By acting as a private attorney general, an “aggrieved employee” who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state’s Labor and Workforce Development Agency (“LWDA”), and the remaining 25% of penalties are distributed evenly among all aggrieved employees. Here, for purposes of Settlement, PAGA Employees is defined as: All current and former non-exempt, hourly, employees of Defendant GLP Services, LLC who worked in California at any time between April 8, 2020 and November 14, 2022.

GLP asserts that it has complied with California law at all times. GLP denies that it has done anything wrong, and says that all non-exempt, hourly employees in the class were properly compensated for all hours worked, were provided with meal and rest breaks, did take meal and rest breaks as required by law, and timely paid all wages at separation. GLP denies that any unlawful policy or practice exists as to the above claims. GLP further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of GLP, which expressly denies all liability.

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

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

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

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

Who are the Attorneys?

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 November 14, 2022, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for GLP in California at any time from April 8, 2017 through November 14, 2022. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against GLP as described below.

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

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

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

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

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

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

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

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

In addition, the PAGA Amount will be allocated as follows. Each Settlement Class member (including those who opt-out) who was employed by GLP at any time from April 8, 2020 through November 14, 2022 (“PAGA Employees”), shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period of April 8, 2020 through November 14, 2022, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class members’ number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Settlement Class members during this time period.

The estimate of the likely Individual Settlement Payment to the average Settlement Class Member is \$3,848.13, and the estimate of the range of possible Individual Settlement Payments is from approximately \$35.76 to \$10,371.03.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a completed, valid and timely Request for Exclusion form (described in more detail below). In addition, if the Court grants final approval of the Settlement, each Settlement Class members’ share of the PAGA Amount will be mailed to all Settlement Class members who were employed by GLP at any time from April 8, 2020 to November 14, 2022.

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

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

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

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

Release of PAGA. Plaintiff on behalf of himself and the State of California, will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 for penalties that could have been sought by the California Labor Commissioner against the Released Parties as alleged in Plaintiff's April 8, 2021 letter to the LWDA and to the extent alleged in the operative complaint in the Lawsuit based on the: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; and (e) failure to timely pay all wages due upon separation of employment that occurred during the PAGA Period (collectively, "PAGA Released Claim"). The release on behalf of the State of California will extinguish any and all claims for penalties that the State of California could have brought on behalf of the PAGA Employees, and that the PAGA Employees therefore will, after judgment is entered in this Action following final approval of the Settlement, be barred by the doctrines of res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at issue in the in the operative complaint and as alleged in Plaintiff's April 8, 2021 letter to the LWDA, whether brought on an individual, representative, or collective basis.

Plaintiff and PAGA Employees, will not have the opportunity to opt out or object to the PAGA Amount, as described above, and/or opt-out or object to the PAGA Released Claim, although the release of PAGA claims will be subject to Court approval.

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

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

How can I claim money from the Settlement?

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

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, and the number of workweeks worked during the period of April 8, 2020 through November 14, 2022. The information contained in GLP's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Dispute Regarding Notice of Settlement Award. If you disagree with the information in your Dispute Regarding Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than February 28, 2023. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the enclosed "Request for Exclusion" form and sending the completed "Request for Exclusion" form to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, postmarked no later than February 28, 2023. To be valid, the Request for Exclusion **must** be completely filled out and signed. However, you cannot exclude yourself from the PAGA Amount discussed herein.

Any person who mails a timely and valid Request for Exclusion form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement (aside from a portion of the PAGA Amount if the person was employed by GLP between April 8, 2020 and November 14, 2022). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete the enclosed "Objection" form and mail it to the Settlement Administrator. To be valid, the Objection form **must** be completely filled out and signed. Written objections must be postmarked on or before February 28, 2023.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for March 14, 2023 at 8:30 a.m. in Department 10 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Jose Celaya v. GLP Services, LLC*, Riverside County Superior Court Case No CVRI2101796.

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

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on March 14, 2023 at 8:30 a.m., in Department 6 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members, except the Settlement Administrator will provide notice to any Settlement Class members who have submitted a timely objection. **You have the right to attend the Final Approval Hearing but are not required to do so. If you attend the hearing and/or retain your own separate attorney, it will be at your own expense.**

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

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

How can I get additional information?

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

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

You may also obtain a copy of the Settlement by requesting a copy from the Settlement Administrator or by accessing the Court's electronic file as explained above, locate the entry for the "Compendium of Declarations Filed with Plaintiff's Motion for Preliminary Approval of Class Action Settlement" filed on September 15, 2022, locate the Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval attached to the Compendium as Exhibit A, click on the document icon (it appears as a small camera) associated with that entry, and follow any additional prompts provided. The Stipulation of Class Action and PAGA Settlement is attached as Exhibit 1 to Mr. Lidman's Declaration.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **February 28, 2023**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON NOVEMBER 14, 2022

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE RIVERSIDE

JOSE CELAYA, como individuo y en nombre de otros
en situación similar,

Demandante,

vs.

GLP SERVICES, LLC. una corporación de Delaware;
y Asociados,

Demandados.

Caso n° CVRI2101796

**AVISO DE PENDENCIA DE CLASE
ACCIÓN Y PROPUESTA DE ACUERDO**

Para: Todos los empleados actuales y anteriores no exentos, por hora, que hayan trabajado para el Demandado GLP Services, LLC ("Demandado" o "GLP") en California durante el período comprendido entre el 8 de abril de 2017 y el 14 de noviembre de 2022. Colectivamente, se hará referencia a estos empleados como "miembros de la Clase del Acuerdo".

**LEA ATENTAMENTE ESTE AVISO
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO**

¿Por qué debe leer este aviso?

El Tribunal ha concedido la aprobación preliminar de una propuesta de acuerdo de demanda colectiva (el "Acuerdo") en *José Celaya contra GLP Services, LLC*, Caso N° CVRI2101796 del Tribunal Superior del Condado de Riverside (la "Demanda"). Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea este aviso detenidamente.

Usted puede tener derecho a recibir dinero de este Acuerdo. Los registros de GLP muestran que usted estuvo empleado en GLP como empleado por hora, no exento, en California entre el 8 de abril de 2017 y el 14 de noviembre de 2022 (el "Período de la Clase"). El Tribunal ordenó que se le envíe esta Notificación porque usted puede tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción de la Demanda, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicarle qué pasos puede dar para oponerse o excluirse del Acuerdo. Si no se excluye del Acuerdo y el Tribunal aprueba finalmente el Acuerdo, quedará obligado por los términos del Acuerdo y por cualquier sentencia definitiva.

¿De qué trata este caso?

El Demandante José Celaya ("Demandante") presentó esta Demanda contra GLP buscando hacer valer reclamaciones en nombre de una clase de empleados actuales y anteriores no exentos, por hora, que trabajaron para GLP en California en cualquier momento a partir del 8 de abril de 2017. El Demandante José Celaya es conocido como el "Representante de la Clase", y sus abogados, quienes también representan los intereses de todos los miembros de la Clase del Acuerdo, son conocidos como los "Abogados de la Clase".

La Demanda alega que GLP no pagó a los miembros del Grupo del Acuerdo todos los salarios mínimos, los salarios por horas extras y todos los salarios debidos en caso de despido, y no proporcionó a los miembros del Grupo del Acuerdo todos los descansos y comidas requeridos. Como resultado de las supuestas violaciones anteriores, el Demandante también alega que GLP incurrió en prácticas comerciales desleales y es responsable de sanciones civiles.

Una acción PAGA es una forma de acción representativa que permite a los empleados demandantes actuar en nombre del gobierno como agentes de los organismos estatales encargados de hacer cumplir la legislación laboral. Actuando como un abogado general privado, un "empleado agraviado" que se haya visto afectado por al menos una infracción del Código Laboral cometida por su empleador puede utilizar una acción PAGA como medio para recaudar sanciones civiles por dichas infracciones. El 75% de las sanciones recaudadas se destina a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral del estado ("LWDA"), y el 25% restante de las sanciones se distribuye equitativamente entre todos los empleados perjudicados. En este caso, a efectos del Acuerdo, los empleados PAGA se definen como: Todos los empleados actuales y anteriores no exentos, por horas, de la demandada GLP Services, LLC que trabajaron en California en cualquier momento entre el 8 de abril de 2020 y el 14 de noviembre de 2022.

GLP afirma que ha cumplido la legislación de California en todo momento. GLP niega haber hecho nada incorrecto, y afirma que todos los empleados no exentos, por hora, de la clase fueron debidamente compensados por todas las horas trabajadas, se les proporcionaron pausas para comer y descansar, tomaron las pausas para comer y descansar como exige la ley, y se les pagaron puntualmente todos los salarios a la separación. GLP niega que exista cualquier política o práctica ilegal en cuanto a las reclamaciones anteriores. GLP niega además que deba a los miembros del Grupo del Acuerdo cualquier salario, restitución, penalización u otros daños. En consecuencia, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte de GLP, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, GLP ha llegado a la conclusión de que lo mejor para sus intereses y los intereses de los miembros del Grupo del Acuerdo es llegar a un acuerdo sobre la Demanda en los términos resumidos en esta Notificación. El Acuerdo se alcanzó tras una mediación entre las partes.

El Representante del Grupo y los Abogados del Grupo apoyan el Acuerdo tras llevar a cabo una investigación de los hechos y de la legislación aplicable. Entre las razones para el apoyo se encuentran las defensas a la responsabilidad potencialmente disponibles para GLP, el riesgo de denegación de la certificación del grupo, los riesgos inherentes de un juicio sobre el fondo y los retrasos e incertidumbres asociados con el litigio.

El Tribunal sólo ha determinado que existen pruebas suficientes que sugieren que el acuerdo propuesto podría ser justo, adecuado y razonable y que cualquier determinación final sobre estas cuestiones se hará en la audiencia final.

Si usted sigue siendo empleado de GLP, su decisión de participar o no en el Acuerdo no afectará a su empleo. La ley de California y las políticas de GLP prohíben estrictamente las represalias ilegales. GLP no tomará ninguna medida laboral adversa contra ningún miembro de la Clase del Acuerdo ni tomará represalias o discriminará de ninguna otra manera a ningún miembro de la Clase del Acuerdo debido a la decisión del miembro de la Clase del Acuerdo de participar o no participar en el Acuerdo.

¿Quiénes son los abogados?

Abogados del Demandante / Miembros del Grupo del Acuerdo: 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	Abogados de la parte demandada: 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 *POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL, NI CON LOS ABOGADOS DE GLP ACERCA DE ESTE AVISO.
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¿Cuáles son las condiciones del Acuerdo?

El 14 de noviembre de 2022, el Tribunal certificó preliminarmente una clase, únicamente para fines del Acuerdo, de todos los empleados actuales y anteriores no exentos, por hora, que trabajaron para GLP en California en cualquier momento desde el 8 de abril de 2017 hasta el 14 de noviembre de 2022. Los miembros de la Clase del Acuerdo que no opten por excluirse del Acuerdo de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y liberarán sus reclamaciones contra GLP como se describe a continuación.

GLP ha acordado pagar \$800,000.00 (el "Monto Bruto del Acuerdo") para resolver completamente todas las reclamaciones en la Demanda, incluyendo los pagos a los miembros de la Clase del Acuerdo, los honorarios y gastos de los abogados, el pago a la Agencia para el Desarrollo de la Fuerza Laboral ("LWDA"), los costos de administración del acuerdo y el Premio por Servicios del Representante de la Clase. La parte de GLP de los impuestos sobre la nómina asociados con cualquier pago salarial a los miembros de la Clase del Acuerdo será pagada por GLP por separado de, y además de, el Monto Bruto del Acuerdo.

Las partes solicitarán las siguientes deducciones del Importe Bruto de Liquidación:

Costes de Administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como el "Administrador del Acuerdo", quien le está enviando este Aviso y realizará muchas otras tareas relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$6,950.00 del Monto Bruto del Acuerdo para pagar los costos de administración del Acuerdo.

Honorarios y gastos de los abogados. Los Abogados del Grupo han estado tramitando la Demanda en nombre de los Miembros del Grupo del Acuerdo sobre la base de honorarios condicionales (es decir, sin que hasta la fecha se les haya pagado dinero alguno) y han estado pagando todos los costes y gastos del litigio. El Tribunal determinará la cantidad real concedida a los Abogados del Grupo en concepto de honorarios de abogados, que se abonará con cargo al Importe Bruto del Acuerdo. Los miembros de la Clase del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Abogado de la Clase. Los Abogados del grupo solicitarán unos honorarios de hasta un tercio del Importe bruto del acuerdo, que se estima en \$266,666.67, como compensación razonable por el trabajo que los Abogados del grupo han realizado y seguirán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados del Grupo también solicitarán el reembolso de hasta 25,000.00 por los costes verificados en los que incurrieron los Abogados del Grupo en relación con la Demanda.

Adjudicación de servicios al Representante del grupo de la demanda colectiva. Los Abogados del Grupo solicitarán al Tribunal que conceda al Representante del Grupo una compensación por servicios por un importe de \$5,000.00, para compensarle por sus servicios y el trabajo extra prestado en nombre de los miembros del Grupo del Acuerdo.

Pago de la LWDA. Los Abogados de la Clase solicitarán al Tribunal que apruebe un pago por la cantidad total de \$50,000.00 como y por supuestas penalidades civiles, pagaderas de conformidad con la Ley del Abogado General Privado ("PAGA") del Código Laboral de California. Según la sección 2699(i) del Código Laboral, el setenta y cinco por ciento (75%) de dichas sanciones, o Treinta y siete mil quinientos dólares con cero centavos (\$37,500.00) será pagadero a la LWDA, y el veinticinco por ciento (25%) restante, o Doce mil quinientos dólares con cero centavos (\$12,500.00), será pagadero a ciertos miembros de la Clase del Acuerdo como el "Monto PAGA", según se describe a continuación.

Cálculo de la Compensación Individual de los Miembros del Grupo del Acuerdo. Tras deducir los importes aprobados por el Tribunal anteriormente mencionados, el saldo del Importe Bruto del Acuerdo formará el Importe Neto del Acuerdo ("NSA"), que se distribuirá entre todos los miembros del Grupo del Acuerdo que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). El NSA se estima en aproximadamente 446,383,33 \$, que se repartirán entre un máximo estimado de 97 miembros de la Clase del Acuerdo. La NSA se dividirá de la siguiente manera:

Cada miembro participante de la Clase del Acuerdo recibirá una parte proporcional del acuerdo basada en el número de semanas de trabajo trabajadas durante el Período de la Clase, cuyo numerador es el total de semanas de trabajo del miembro de la Clase del Acuerdo trabajadas durante el Período de la Clase, y cuyo denominador es el total de semanas de trabajo trabajadas por todos los miembros de la Clase del Acuerdo que trabajaron durante el Período de la Clase.

Además, el Importe PAGA se asignará de la siguiente manera. Cada miembro del Grupo del Acuerdo (incluidos los que opten por no participar) que haya estado empleado por GLP en cualquier momento desde el 8 de abril de 2020 hasta el 14 de noviembre de 2022 ("Empleados PAGA"), recibirá una parte del Importe PAGA proporcional al número de semanas laborales que haya trabajado durante el período comprendido entre el 8 de abril de 2020 y el 14 de noviembre de 2022, y que se calculará multiplicando el Importe PAGA por una fracción, cuyo numerador es el número de semanas laborales trabajadas por los miembros del Grupo del Acuerdo durante este periodo de tiempo, y cuyo denominador es el número total de semanas laborales trabajadas por todos los miembros del Grupo del Acuerdo durante este periodo de tiempo.

La estimación del Pago Individual del Acuerdo probable para el Miembro del Grupo del Acuerdo medio es de \$3,848.13, y la estimación del rango de posibles Pagos Individuales del Acuerdo es de aproximadamente \$35.76 a \$10,371.03.

Pagos a los miembros del Grupo del Acuerdo. Si el Tribunal concede la aprobación definitiva del Acuerdo, las Adjudicaciones del Acuerdo se enviarán por correo a todos los miembros del Grupo del Acuerdo que no hayan presentado un formulario de Solicitud de Exclusión cumplimentado, válido y a tiempo (descrito con más detalle a continuación). Además, si el Tribunal concede la aprobación definitiva del Acuerdo, la parte correspondiente a cada miembro del Grupo del Acuerdo del Importe PAGA se enviará por correo a todos los miembros del Grupo del Acuerdo que hayan sido empleados de GLP en cualquier momento entre el 8 de abril de 2020 y el 14 de noviembre de 2022.

Pago por GLP del Monto Bruto del Acuerdo. El Monto Bruto del Acuerdo será pagado por GLP y depositado con el Administrador del Acuerdo dentro de los 30 días de la Fecha Efectiva. El término "Fecha de Entrada en Vigor" se refiere a la fecha en la que hayan ocurrido las dos cosas siguientes: (i) la aprobación final del acuerdo sea otorgada por el Tribunal Superior de California para el Condado de Riverside, u otro tribunal que asuma la jurisdicción de este asunto, y (ii) la Sentencia del Tribunal aprobando el acuerdo se convierta en Definitiva. "Definitivo" significará lo último de: (i) si hay una apelación de la Sentencia del Tribunal, la fecha en que la Sentencia sea confirmada en apelación, la fecha de desestimación de dicha apelación, o el vencimiento del plazo para presentar una petición de auto de certiorari ante el Tribunal Supremo de California, o, (ii) si se presenta una petición de auto de certiorari, la fecha de denegación de la petición de auto de certiorari, o la fecha en que la Sentencia sea confirmada en virtud de dicha petición; o (iii) si no se presenta recurso, la fecha de expiración del plazo para presentar o notificar cualquier recurso contra la Sentencia.

Dentro de los diez (10) días calendario siguientes al depósito por parte de GLP del Monto Bruto del Acuerdo con el Administrador del Acuerdo, el Administrador del Acuerdo calculará los montos de las Adjudicaciones del Acuerdo y proporcionará los mismos a los abogados de las Partes para su revisión y aprobación. Dentro de los siete (7) días calendario posteriores a la aprobación por parte de los abogados de las Partes, el Administrador del Acuerdo preparará y enviará por correo las Adjudicaciones del Acuerdo, menos los impuestos y retenciones aplicables, a los miembros participantes del Grupo del Acuerdo.

Asignación e Impuestos. A efectos fiscales, cada Adjudicación del Acuerdo se asignará de la siguiente manera: Setenta y cinco por ciento (75%) como sanciones e intereses; y veinticinco por ciento (25%) como salarios. El Administrador del Acuerdo será responsable de emitir a los miembros del Grupo del Acuerdo participantes los Formularios 1099 del IRS para las cantidades asignadas como penalizaciones e intereses y los Formularios W-2 del IRS para las cantidades consideradas "salarios". Los miembros del Grupo del Acuerdo son responsables del tratamiento adecuado del impuesto sobre la renta de la adjudicación del Acuerdo. El Administrador del Acuerdo, GLP y sus abogados, y los Abogados del Grupo de la Demanda Colectiva no pueden proporcionar asesoramiento fiscal. En consecuencia, los miembros del Grupo del Acuerdo deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Liberación. Si el Tribunal aprueba el Acuerdo, el Grupo del Acuerdo, y cada miembro del Grupo del Acuerdo que no haya presentado una Solicitud de Exclusión válida y a tiempo, eximirá a GLP, Greenleaf Power, LLC y a todos sus funcionarios, directores, empleados y agentes pasados y presentes (colectivamente las "Partes Exoneradas"), de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción que se alegaron en cualquiera de las Demandas en la Acción, o que podrían haberse alegado en cualquiera de las Demandas en la Acción basándose en las alegaciones de hecho de las mismas, que surgieron durante el Periodo de la Demanda Colectiva con respecto a las siguientes reclamaciones: (a) falta de pago de todos los salarios por horas extraordinarias adeudados; (b) falta de pago de todos los salarios mínimos adeudados; (c) falta de periodos de comida, o pago de primas por periodos de comida no conformes; (d) falta de autorización y permiso de periodos de descanso, o pago de primas por periodos de descanso no conformes; (e) falta de pago puntual de los salarios al finalizar la relación laboral; y (f) todas las reclamaciones por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente. (colectivamente, las "Reclamaciones Exoneradas"). El período de tiempo de la Exoneración de los Miembros de la Clase del Acuerdo será el mismo período de tiempo que el Período de la Clase.

Liberación de PAGA. El Demandante, en su propio nombre y en el del Estado de California, liberará y descargará para siempre todos los reclamos, demandas, derechos, responsabilidades y causas de acción bajo la Ley de Abogados Generales Privados del Código Laboral de California de 2004 por sanciones que podrían haber sido solicitadas por el Comisionado Laboral de California contra las Partes Liberadas según se alega en la carta del Demandante del 8 de abril de 2021 a la LWDA y en la medida en que se alega en la demanda operativa en el Juicio con base en: (a) la falta de pago de todos los salarios mínimos adeudados; (b) la falta de pago de los salarios por horas extraordinarias adeudados; (c) la falta de provisión de periodos de comida, o de pago de primas por periodos de comida no conformes; (d) la falta de autorización y permiso de periodos de descanso, o de pago de primas por periodos de descanso no conformes; y (e) la falta de pago oportuno de todos los salarios adeudados por separación del empleo ocurrida durante el Período PAGA (colectivamente, "Reclamación Liberada PAGA"). La exoneración en nombre del Estado de California extinguirá todas y cada una de las reclamaciones por sanciones que el Estado de California podría haber interpuesto en nombre de los Empleados PAGA, y que por lo tanto los Empleados PAGA, después de que se dicte sentencia en esta Demanda tras la aprobación final del Acuerdo, serán excluidos por las doctrinas de res judicata y/o preclusión de reclamos de perseguir penalidades PAGA con respecto a los reclamos en cuestión en la demanda operativa y como se alega en la carta de la Demandante del 8 de abril de 2021 a la LWDA, ya sea que se presenten sobre una base individual, representativa o colectiva.

El Demandante y los Empleados PAGA, no tendrán la oportunidad de optar u objetar a la Cantidad PAGA, como se describió anteriormente, y/u optar u objetar a la Reclamación Liberada PAGA, aunque la liberación de las reclamaciones PAGA estará sujeta a la aprobación del Tribunal.

Las liberaciones aquí identificadas serán nulas y sin efecto en caso de que el Acuerdo no se financie en su totalidad.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal emita una orden en la Audiencia de Aprobación Definitiva o con posterioridad a la misma, aprobando definitivamente el Acuerdo como justo, razonable, adecuado y en el mejor interés del Grupo del Acuerdo, y a que se dicte Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de semanas laborales que haya trabajado durante el Periodo de la Demanda Colectiva (como se ha explicado anteriormente), y como se indica en el Aviso de Adjudicación del Acuerdo adjunto. También quedará obligado por el Acuerdo, incluida la exoneración de las reclamaciones indicada anteriormente.

¿Qué otras opciones tengo?

Información sobre la disputa en el Aviso de Adjudicación del Acuerdo. Su adjudicación se basa en el número proporcional de semanas de trabajo que usted trabajó durante el Periodo de la Demanda Colectiva, y el número de semanas de trabajo trabajadas durante el período del 8 de abril de 2020 al 14 de noviembre de 2022. La información contenida en los registros de GLP con respecto a todos estos factores, junto con su Adjudicación del Acuerdo estimada, se enumera en la Disputa sobre la Notificación de la Adjudicación del Acuerdo adjunta. Si no está de acuerdo con la información contenida en su Disputa relativa a la Notificación de Adjudicación del Acuerdo, puede presentar una disputa, junto con cualquier documentación justificativa, de acuerdo con los procedimientos establecidos en la Notificación de Adjudicación del Acuerdo. Las impugnaciones, junto con la documentación acreditativa, deberán estar mataselladas a más tardar el 28 de febrero de 2023. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo con respecto a cualquier disputa será definitiva.

Excluirse del Acuerdo. Si **no desea** tomar parte en el Acuerdo, puede excluirse cumplimentando el formulario adjunto de "Solicitud de Exclusión" y enviando el formulario cumplimentado de "Solicitud de Exclusión" al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, con matasellos no posterior al 28 de febrero de 2023. Para ser válida, la Solicitud de Exclusión **debe** estar completamente cumplimentada y firmada. Sin embargo, usted no puede excluirse de la Cantidad PAGA de la que se habla en este documento.

Cualquier persona que envíe por correo un formulario de Solicitud de Exclusión válido y a tiempo, una vez recibido por el Administrador del Acuerdo, dejará de ser miembro del Grupo del Acuerdo, se le prohibirá participar en cualquier parte del Acuerdo y no recibirá ningún beneficio del Acuerdo (aparte de una parte del Monto PAGA si la persona fue empleada de GLP entre el 8 de abril de 2020 y el 14 de noviembre de 2022. **No presente tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en el Grupo del Acuerdo y quedará obligado por los términos del Acuerdo.

Objetar el Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea objetar al Acuerdo, o a cualquier parte del mismo, puede cumplimentar el formulario de "Objeción" adjunto y enviarlo por correo al Administrador del Acuerdo. Para que sea válido, el formulario de objeción **debe** estar completamente cumplimentado y firmado. Las objeciones por escrito deberán llevar matasellos del 28 de febrero de 2023 o anterior.

Si decide objetar al Acuerdo, también puede comparecer en la Audiencia de Aprobación Definitiva programada para el 14 de marzo de 2023 a las 8:30 a.m. en el Departamento 10 del Tribunal Superior del Condado de Riverside, ubicado en 4050 Main Street Riverside, CA 92501. Usted tiene derecho a comparecer en persona o a través de su propio abogado en esta audiencia. Todas las objeciones u otra correspondencia deben indicar el nombre y el número del caso, que es *José Celaya contra GLP Services, LLC*, Caso del Tribunal Superior del Condado de Riverside No CVRI2101796.

Cualquier Miembro de la Clase que elija comparecer personalmente ante el Tribunal por cualquier razón relacionada con esta Acción debe cumplir con los requisitos de distanciamiento social y cobertura facial obligatoria del Tribunal, así como con otras órdenes relacionadas con COVID-19. Todas estas normas y órdenes pueden encontrarse en el sitio web del Tribunal: www.riversidecourts.ca.gov.

Si usted se opone al Acuerdo, seguirá siendo miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo del mismo modo que los miembros de la Clase del Acuerdo que no se opongan.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el 14 de marzo de 2023 a las 8:30 a.m., en el Departamento 6 del Tribunal Superior del Condado de Riverside, ubicado en 4050 Main Street Riverside, CA 92501. También se pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados del grupo de demandantes de honorarios de abogados y reembolso de costes y gastos documentados y la Concesión de mejora al Representante del grupo de demandantes. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a los miembros del Grupo del Acuerdo, salvo que el Administrador del Acuerdo enviará un aviso a cualquier miembro del Grupo del Acuerdo que haya presentado una objeción a tiempo. **Usted tiene derecho a asistir a la Audiencia de Aprobación Definitiva, pero no está obligado a hacerlo. Si asiste a la audiencia y/o contrata a su propio abogado por separado, correrá con los gastos.**

Cualquier miembro de la Clase del Acuerdo que elija comparecer personalmente ante el Tribunal por cualquier razón relacionada con esta Acción debe cumplir con los requisitos de distanciamiento social y cobertura facial obligatoria del Tribunal, así como con otras órdenes relacionadas con la COVID-19. Todas estas normas y órdenes pueden encontrarse en el sitio web del Tribunal: www.riversidecourts.ca.gov.

La sentencia definitiva del Tribunal se publicará en el sitio web del Administrador del Acuerdo <https://www.phoenixclassaction.com/celaya-v-glp-services/>

¿Cómo puedo obtener información adicional?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, puede inspeccionar los archivos del Tribunal y el Acuerdo de Conciliación en la Oficina del Secretario del Tribunal Superior del Condado de Riverside, ubicada en 4050 Main Street Riverside, CA 92501, durante el horario habitual del tribunal. También puede ponerse en contacto con los Abogados del Grupo utilizando la información de contacto indicada anteriormente para obtener más información o ponerse en contacto con el Administrador del Acuerdo.

También puede acceder al expediente electrónico del Tribunal con los siguientes pasos; Vaya a <https://www.riverside.courts.ca.gov/>; (ii) haga clic en la pestaña "Online Services"; (iii) haga clic en la opción "Search Court Records"; (iv) en el menú desplegable "Civil, Small Claims, and Unlawful Detainer (Eviction) Case Information", haga clic en el botón verde "Search Court Records"; (v) haga clic en el botón "Riverside Superior Court Public Portal"; (vi) haga clic en "Case Number Search"; (vii) en la casilla "Case Type" introduzca

"CVRI", y en la casilla "Case Number" introduzca "2101796"; y (v) una vez en la página del caso, podrá ver el calendario de las próximas vistas y otra información sobre el caso.

También puede obtener una copia del Acuerdo solicitando una copia al Administrador del Acuerdo o accediendo al archivo electrónico del Tribunal como se explicó anteriormente, localice la entrada del "Compendio de Declaraciones Presentadas con la Petición del Demandante para la Aprobación Preliminar del Acuerdo de Demanda Colectiva" presentada el 15 de septiembre de 2022, localice la Declaración de Scott M. Lidman en Apoyo de la Moción del Demandante para la Aprobación Preliminar adjunta al Compendio como Prueba A, haga clic en el icono del documento (aparece como una pequeña cámara) asociado a esa entrada y siga las indicaciones adicionales que se le proporcionen. La Estipulación de Acción Colectiva y Acuerdo PAGA se adjunta como Anexo 1 a la Declaración del Sr. Lidman.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO

RECORDATORIO EN CUANTO A LOS PLAZOS

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es el **28 de febrero de 2023**. Estos plazos se cumplirán estrictamente.

POR ORDEN DEL TRIBUNAL REGISTRADA EL 14 DE NOVIEMBRE DE 2022

Jose Celaya v. GLP Services, LLC, et al.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

Tribunal Superior de California, Condado de Riverside, CVRI2101796

Correo Electrónico: notice@phoenixclassaction.com

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 FEBRUARY 28, 2023.**

Jose Celaya v. GLP Services, LLC, et al.

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: notice@phoenixclassaction.com

FORMULARIO DE OBJECCIÓN

Jose Celaya v. GLP Services, LLC, et al.

Tribunal Superior de California, Condado de Riverside, CVRI2101796

**RELLENE ESTE FORMULARIO SÓLO SI DESEA OBJETAR AL ACUERDO DE DEMANDA
COLECTIVA**

Para que usted pueda objetar al Acuerdo de Demanda Colectiva titulado *José Celaya contra GLP Services, LLC, et al.* debe completar todos los pasos enumerados del 1 al 4 a continuación.

No está obligado a comparecer ante el Tribunal para oponerse al Acuerdo, pero puede hacerlo si lo desea.

1. Proporcione la Siguiente Información:

Su Nombre (Lera a Molde): _____
(Primero) (Segundo) (Apellido)

Su Dirección: _____

No. de Teléfono: _____

2. Describa su objeción al Acuerdo (adjunte documentos adicionales si necesita más espacio):

3. Feche y firme este formulario a continuación:

Fecha: _____ Firma: _____

4. **ENVÍE POR CORREO UNA COPIA DE ESTE FORMULARIO CUMPLIMENTADO AL ADMINISTRADOR DE LA LIQUIDACIÓN A LA DIRECCIÓN QUE FIGURA A CONTINUACIÓN, DE FORMA QUE SEA FRANQUEADO A MÁS TARDAR EL 28 DE FEBRERO DE 2023.**

Jose Celaya v. GLP Services, LLC, et al.

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

Correo Electrónico: notice@phoenixclassaction.com

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 Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **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 «Total_Weeks» workweeks during the period of April 8, 2017 to November 14, 2022;
and
- (b) you worked for GLP for «PAGA_Work_Weeks» workweeks during the period of April 8, 2020 to November 14, 2022.

Based on the above, your Individual Settlement Payment is estimated to be «Est_Set_Amt».

(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 FEBRUARY 28, 2023

DISPUTA RELATIVA A LA NOTIFICACIÓN DE LA ADJUDICACIÓN DEL ACUERDO*JOSE CELAYA CONTRA GLP SERVICES, LLC, ET AL.*

TRIBUNAL SUPERIOR DEL CONDADO DE RIVERSIDE CASO N°. RIC1904062

Sírvase completar, firmar, fechar y devolver este formulario a Phoenix Settlement Administrators , P.O. Box 7208, Orange, CA 92863 **SÓLO SI** (1) su información personal de contacto ha cambiado, y/o (2) desea disputar cualquiera de los puntos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

(I) Por favor, escriba su nombre a máquina o con letra de imprenta:

(Nombre, Medio, Apellido)

(II) Escriba a máquina o con letra de imprenta los siguientes datos identificativos si su información de contacto ha cambiado:

Nombres anteriores (si los hay)

Nueva dirección

Ciudad

Estado

Código postal

(III) Información utilizada para calcular su pago de liquidación individual:

Según los registros de GLP Services, LLC ("GLP"):

(a) trabajó para GLP durante «Total_Weeks» semanas laborables en el periodo comprendido entre el 8 de abril de 2017 y 14 de noviembre de 2022;

y

(b) trabajó para GLP durante «PAGA_Work_Weeks» semanas laborables durante el periodo comprendido entre el 8 de abril de 2020 y 14 de noviembre de 2022.

En base a lo anterior, se estima que su Pago de Liquidación Individual será de «Est_Set_Amt».

(IV) Si no está de acuerdo con los puntos (a)-(b) de la sección (III) anterior, explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación justificativa con este formulario:

Si usted disputa la información anterior de los registros de GLP, los registros de GLP prevalecerán a menos que usted pueda proporcionar documentación que establezca que los registros de GLP están equivocados. Si existe una disputa acerca de si la información de GLP o su información es exacta, y la disputa no puede ser resuelta informalmente, la disputa será resuelta por las Partes y el Administrador del Acuerdo como se describe en la "Notificación de Pendencia de Demanda Colectiva y Propuesta de Acuerdo" que acompaña a este Formulario. La decisión del Administrador del Acuerdo con respecto a cualquier disputa será definitiva.

CUALQUIER IMPUGNACIÓN, JUNTO CON LA DOCUMENTACIÓN JUSTIFICATIVA, DEBERÁ LLEVAR MATASELLOS NO POSTERIOR AL 14 DE FEBRERO DE 2023

EXHIBIT B



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.



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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



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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



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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.