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

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

28 Plaintiff,

vs.

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

Defendants.

Case No. CVRI2101796

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

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

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

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 14 2023

E. Escobedo

1 This matter came on regularly for hearing before this Court on March 14, 2023 at 8:30
2 a.m., pursuant to California Rule of Court 3.769 and this Court's November 14, 2022 Order
3 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the parties' Stipulation of Settlement of Class Action and PAGA Settlement
5 ("Settlement"), and the documents and evidence presented in support thereof, and recognizing
6 the sharply disputed factual and legal issues involved in this case, the risks of further prosecution
7 and the substantial benefits to be received by the Class pursuant to the Settlement, the Court
8 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is
9 the product of good faith, arm's-length negotiations between the parties.

10 The Stipulation of Settlement of Class Action and PAGA Settlement ("Settlement") is
11 attached as an exhibit to the document titled "Compendium of Declarations Filed Concurrently
12 With Plaintiff's Motion for Preliminary Approval of Class Action Settlement" filed on September
13 15, 2022. Specifically, the Settlement is attached as Exhibit 1 to the "Declaration of Scott M.
14 Lidman In Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement".
15 The "Declaration of Scott M. Lidman In Support of Plaintiff's Motion For Preliminary Approval
16 of Class Action Settlement" is attached as Exhibit A to the "Compendium of Declarations Filed
17 Concurrently With Plaintiff's Motion for Preliminary Approval of Class Action Settlement."
18 Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
19 assigned to them in the Settlement.

20 Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
21 Approval of Class Action Settlement and ORDERS as follows:

22 1. The conditional class certification contained in the Preliminary Approval Order is
23 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
24 Class consisting of:

25 All current and former non-exempt, hourly employees who have worked for
26 Defendant GLP Services, LLC in California during the time period of April 8,
27 2017 through November 14, 2022.
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1 2. Plaintiff Jose Celaya is hereby confirmed as Class Representative, and Scott M.
2 Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC, and Paul Haines of Haines
3 Law Group, APC are hereby confirmed as Class Counsel.

4 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
5 was preliminarily approved by the Court on November 14, 2022, and the notice process has been
6 completed in conformity with the Court's Order. The Court finds that said notice was the best
7 notice practicable under the circumstances. The Class Notice provided due and adequate notice
8 of the proceedings and matters set forth therein, informed Class Members of their rights, and fully
9 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
10 Court 3.769, and due process.

11 4. The Court finds that no Class Member objected to the Settlement, that no
12 Settlement Class member has opted-out of the Settlement, and that the 100% participation rate in
13 the Settlement supports final approval.

14 5. The Court hereby approves the settlement as set forth in the Settlement Agreement
15 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
16 according to its terms.

17 6. For purposes of settlement only, the Court finds that (a) the members of the
18 Settlement Class are ascertainable and so numerous that joinder of all members individually is
19 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is
20 a well-defined community of interest among members of the Settlement Class with respect to the
21 subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims
22 of the members of the Settlement Class; (d) the Class Representative has fairly and adequately
23 protected the interests of the Settlement Class members; (e) a class action is superior to other
24 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
25 qualified to serve as counsel for the Class Representative and the Settlement Class.

1 7. The Court finds that given the absence of objections to the Settlement, and
2 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
3 of notice of entry.

4 8. The Court orders that the Gross Settlement Amount in the amount of Eight
5 Hundred Thousand Dollars and Zero Cents (\$800,000.00) shall be deposited with the Settlement
6 Administrator, Phoenix Settlement Administrators (“Phoenix”), as provided for in the Settlement.

7 9. Any settlement distribution check shall be payable for at least 90 but not more than
8 180 days.

9 10. Any Settlement funds that remain uncashed after 180 calendar days after they are
10 mailed shall be delivered to the California State Controller’s Office – Unclaimed Property Fund
11 in the name of the Settlement Class member.

12 11. The Court finds that the Settlement Awards, as provided for in the Settlement, are
13 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
14 Settlement Awards in conformity with the terms of the Settlement. The Court further orders that
15 any envelope transmitting a Settlement Award to a Settlement Class member shall bear the
16 notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The Court
17 further orders that the Settlement Administrator shall mail a reminder postcard to any Settlement
18 Class member whose Settlement Award check has not been negotiated within sixty (60) days after
19 the initial date of mailing. The Court further orders that if any of the Settlement Class members
20 are Defendants’ current employees and the Settlement Award mailed to those current employees
21 is returned to the Settlement Administrator as being undeliverable, and the Settlement
22 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall
23 arrange with Defendants to have those Settlement Awards delivered to the employees at their
24 place of employment.

25 12. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Jose
26 Celaya is appropriate for his risks undertaken and service to the Settlement Class. The Court
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1 finds that this award is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

3 13. The Court finds that the attorneys' fees in the amount of \$266,666.67 and verified
4 litigation costs of \$11,492.79 for Class Counsel, are fair, reasonable, and adequate, and orders the
5 Settlement Administrator to distribute as follows this award as follows: total costs in the amount
6 of \$11,492.79 shall be payable to Haines Law Group, APC; fees in the amount of \$160,000.00
7 shall be payable to Haines Law Group, APC, and fees in the amount of \$106,666.67 shall be
8 payable to Lidman Law, APC.

9 14. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
11 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
12 ("PAGA") is fair, reasonable, and adequate, and orders the Claims Administrator to distribute
13 this payment to the LWDA in conformity with the terms of the Settlement.

14 15. The Court orders that the Settlement Administrator shall be paid \$6,950.00 from
15 the Gross Settlement Amount for all of its work done and to be done until the completion of this
16 matter, and finds that sum appropriate.

17 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
18 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
19 separately, and in addition to, the Gross Settlement Amount.

20 17. The Court finds and determines that upon satisfaction of all obligations under the
21 Settlement and this Order, all Settlement Class members, will be bound by the Settlement and
22 will have released the Released Claims as set forth in the Settlement.

23 18. The Settlement is not an admission by Defendant, nor is this Order and Final
24 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
25 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
26 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
27 culpability, or wrongdoing on the part of Defendant.

1 19. As of the date of this Order, Plaintiff and every member of the Settlement Class,
2 fully and forever completely release and discharge Defendant, Greenleaf Power, LLC and all of
3 their past and present officers, directors, employees, and agents, (collectively the “Released
4 Parties”), all claims, demands, rights, liabilities and causes of action that were pled, or could
5 reasonably have been pled based on the factual allegations, in any of the Complaints in the Action
6 that arose during the Class Period with respect to the following claims: (a) failure to pay all
7 minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal
8 periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest
9 periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due
10 upon separation of employment; and (g) all claims for unfair business practices that could have
11 been premised on the facts, claims, causes of action or legal theories described above
12 (collectively, the “Released Claims”). The time period for the release of the Released Claims
13 shall be the same time period as the Class Period.

14 20. Plaintiff on behalf of himself and the State of California, will release and forever
15 discharge all claims, demands, rights, liabilities and causes of action under the California Labor
16 Code Private Attorneys General Act of 2004 for penalties that could have been sought by the
17 California Labor Commissioner against the Released Parties as alleged in Plaintiff’s April 8, 2021
18 letter to the LWDA and to the extent alleged in the operative complaint in the Action based on
19 the: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c)
20 failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to
21 authorize and permit rest periods, or premium pay for non-compliant rest periods; and (e) failure
22 to timely pay all wages due upon separation of employment that occurred during the PAGA
23 Period (collectively, “PAGA Released Claim”). The PAGA Period and the time period of the
24 PAGA Released Claims is defined as the time period July 23, 2019 through November 14, 2022.
25 The Parties expressly acknowledge that the release on behalf of the State of California will
26 extinguish any and all claims for penalties that the State of California could have brought on
27 behalf of the PAGA Employees, and that the PAGA Employees therefore will, after judgment is
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1 entered in this Action following final approval of the Settlement, be barred by the doctrines of
2 res judicata and/or claim preclusion from pursuing PAGA penalties with respect to the claims at
3 issue in the in the operative complaint and as alleged in Plaintiff's April 8, 2021 letter to the
4 LWDA, whether brought on an individual, representative, or collective basis.

5 21. In light of the Class Representative Service Award, Plaintiff agrees to release, in
6 addition to the Released Claims described above, all claims, whether known or unknown, under
7 federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff
8 understands that this release includes unknown claims, which includes waiving all rights and
9 benefits afforded by Section 1542 of the California Civil Code, which provides:

10 **A general release does not extend to claims which the creditor or releasing party does**
11 **not know or suspect to exist in his or her favor at the time of executing the release**
12 **and that, if known by him or her, would have materially affected his or her**
13 **settlement with the debtor or released party.**

14 22. The releases identified herein shall be null and void if the Gross Settlement
15 Amount is not fully funded.

16 23. This document shall constitute a final judgment pursuant to California Rule of
17 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
18 approval hearing, the court must make and enter judgment. The judgment must include a
19 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
20 judgment. The court may not enter an order dismissing the action at the same time as, or after,
21 entry of judgment."

22 24. Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will
23 retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

24 25. The Settlement Class members were provided notice that the Final Judgment
25 would be posted on this website in the Notice of Pendency of Class Action and Proposed
26 Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the
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1 Court shall be posted by the Settlement Administrator on the Settlement Administrator's website
2 at: www.phoenixclassaction.com/celaya-v-glp-services/.

3 25. The Settlement Administrator shall file a declaration regarding the disbursement
4 of Settlement funds on or before January 5, 2024 and the date for the Final Report
5 (Nonappearance) Hearing shall be set for January 12, 2024.

6 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

7 Dated: 3/14, 2023

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9 Honorable Harold W. Hopp
10 Judge of the Superior Court
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