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12 Attorneys for Hector Estrada individually and on behalf of all others similarly situated.

14 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF SAN JOAQUIN

16 HECTOR ESTRADA, individually and on
17 behalf of others similarly situated
18 Plaintiff,

18 vs.

19 GLASSFAB TEMPERING SERVICES INC.;;
20 and DOES 1 through 100, inclusive,
21 Defendants.

Case No: STK-CV-UOE-2021-8051

**PLAINTIFF'S NOTICE OF ENTRY OF
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

1 **TO ALL PARTIES:**

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1. A judgment, decree, or orders were entered in this action on: March 14, 2024

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2. A copy of the judgment, decree, or orders are attached to this notice as Exhibit One.

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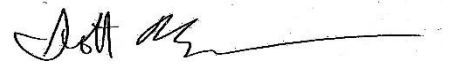
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Dated: March 18, 2024

LADVA LAW FIRM

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Scott S. Nakama
Attorney for
Plaintiff

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EXHIBIT 1

10A
10-14

MAR 13 2024

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Filed MAR 14 2024
STEPHANIE BOHRER, CLERK
By [Signature] DEPUTY

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Attorney for Hector Estrada individually and on behalf of all others similarly situated.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

HECTOR ESTRADA, individually and on
behalf of others similarly situated
Plaintiff,

vs.

GLASSFAB TEMPERING SERVICES INC.;
and DOES 1 through 100, inclusive,
Defendants.

Case No. STK-CV-UOE-2021-8051

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEY
FEE AWARD, COST AWARD, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND REPRESENTATIVE
PLAINTIFF ENHANCEMENT
PAYMENT

Hearing Date: March 13, 2024
Hearing Time: 9 am
Department: 10A

This case has been assigned to Judge
GEORGE J. ABDALLAH in Department
10A for all purposes including trial.

FILE BY FAX

1 On March 13, 2024, Plaintiff's Motion for Final Approval of Class Settlement came before the
2 Court, in Department 20A of the above-captioned court, as between Plaintiff, Hector Estrada, on behalf
3 of himself and the class ("**Plaintiff**") and Defendant, GLASSFAB TEMPERING SERVICES INC.
4 ("**GLASSFAB**" or "**Defendant**"). Full and adequate notice having been given to the Class as required
5 in the Court's Preliminary Approval Order, and the Court having considered all papers filed and
6 proceedings held herein and otherwise being fully informed in the premises and good cause appearing
7 therefore, The Court previously reviewed the Settlement Agreement and exhibits thereto ("Settlement
8 Agreement"), and preliminarily approved that this litigation could be maintained as a class action for
9 settlement purposes and, therefore, it conditionally certified the following Class (the "**Class**" or
10 "**Settlement Class**") for settlement purposes: All current and former non-exempt, hourly truck drivers who
11 worked for GLASSFAB TEMPERING SERVICES INC., within the State of California, from August 23,
12 2017 through the date of preliminary approval (i.e. October 13, 2023).

15 The Court appointed, for settlement purposes, Scott Nakama, Ashwin Ladva and Daniel Martinez
16 de la Vega as Class Counsel, Plaintiff Estrada as class representative for the Class, and Simpluris, Inc. as
17 the Settlement Administrator.

19 The Court further directed the Parties to provide notice to the Class via U.S Mail to each Class
20 Members' last known mailing address. The Class Notice and Summary Sheet, which were mailed to Class
21 Members, informed them of the material terms of the Settlement, including, inter alia, (a) the nature of
22 the case and claims asserted, (b) each Class Member's estimated individual settlement payment; (c) the
23 payments to Class Counsel for attorneys' fees and costs, payment to the Class Representatives as service
24 awards and payment to the Settlement Administrator for settlement administration costs; (d) the claims
25 that Class Members release if they do not exclude themselves from the Settlement, (e) the right of any
26 Class Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
27 right; (f) the right of any Class Member to exclude themselves from the proposed Settlement, and an
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1 explanation of the procedures to exercise that right; and (g) the date, time, and location of the Final
2 Approval Hearing. Thereafter, Plaintiff filed a Motion for Final Approval of Class Action Settlement.
3 This motion is now before the Court. The Court, upon Notice having been given in conformance with the
4 Preliminary Approval Order, and having considered the proposed Settlement, as well as all papers filed,
5 hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

6
7 1. This Court has jurisdiction over the subject matter of the action and over all Parties to the action,
8 including all members of the Settlement Class.

9
10 2. The Settlement Class, defined as all current and former non-exempt employees who worked for
11 Defendant, within the State of California, from August 23, 2017 through the date of final approval, is
12 properly certified as a Class for settlement purposes only pursuant to California Code of Civil Procedure
13 § 382 in that: (a) the Class is so numerous that joinder is impractical; (b) there are questions of Law and
14 fact that are common, or of general interest, to the Class, which predominate over any individual issues;
15 (c) Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and Plaintiff's counsel will fairly
16 and adequately protect the interests of the Class; and (e) a class action is superior to other available
17 methods for the fair and efficient adjudication of the controversy.

18
19 3. The Notice provided to the Settlement Class conforms with the requirements of California Code
20 of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States
21 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
22 circumstances, by providing individual notice to all Class Members who could be identified through
23 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
24 forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

25
26 4. The Court finds the Settlement was entered into in good faith, that the Settlement is fair,
27 reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for
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1 final approval of this class action settlement under California law, including California Rules of Court,
2 Rule 3.769.

3 5. Neither the Settlement nor any of the recitals or terms set forth in the Settlement Agreement are
4 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
5 alleged in the action, nor is this Order a finding of the validity of any claims in the action, or of any wrong
6 doing by the Defendant, or any of the other Released Parties.
7

8 6. A class action settlement is presumed to be fair if: (1) it is reached through arms length
9 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
10 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small."
11 Chavez v. Netflix (2008) 162 Cal.App.4th 43, 52 (quotation omitted).
12

13 7. The Court finds that the Settlement is presumptively fair based on the foregoing factors because
14 it was negotiated based on sufficient information through arm's length negotiations, under the auspices
15 of a well- respected mediator, by counsel experienced in wage and hour class action litigation. Moreover,
16 no Class Members have objected to the Settlement.
17

18 8. Beyond determining whether a settlement is entitled to a presumption of fairness, a court must
19 further consider factors such as: (1) the strength of plaintiff's case; (2) the risk and expense of further
20 litigation; (3) the risk of maintaining class status through trial; (4) the amount offered in settlement; (5)
21 the extent of discovery completed; (6) the experience and views of counsel; (7) the presence of a
22 government participant; and (8) and the reaction of the class members to the proposed class settlement.
23 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,1801; *In re Microsoft 1-V Cases* (2006) 135
24 Cal.App.4th 706, 723. The Court finds that each of these factors weigh in support final approval.
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27 9. First, the Court recognizes there are real risks to Plaintiff's and the Class if they were to proceed
28 with the litigation.

1 10. Second, the risk and expense of further litigation supports the reasonableness of the Settlement.
2 For example, the Court recognizes that Plaintiff's ability to prove damages on a class wide basis at trial
3 would be an expensive, time-consuming, and uncertain proposition.

4
5 11. Third, there are real risks that a Class would be not be certified absent this settlement. The
6 Net Settlement Fund of \$184,251.00 available to pay Class Members was determined by subtracting the
7 Class Counsel's Fees (\$120,750.00), Class Counsel's Litigation Costs (\$17,000.00), Named Plaintiff
8 Service Award (\$5,000.00), PAGA LWDA payment (\$7,500.00), and the Administration Costs
9 (\$10,499.00) from the Maximum Settlement Amount (\$345,000.00).
10

11 12. After these expenses, the Class will have received \$184,251.00. The average payout per class
12 members would be \$337.46.

13 13. Fourth, the Settlement was reached based on extensive investigation and informal discovery,
14 including expert analysis of pertinent time and payroll data and other records for the Class.
15

16 14. Fifth, Class Counsel, who are experienced in wage and hour class action litigation endorse the Settlement
17 as fair and reasonable and in the best interest of the Class.
18

19 15. Finally, the reaction of the Class to the Settlement is positive. The Class consists of 542 non-
20 exempt employees, but only a single Class Member has objected to the Settlement. Only one person
21 opted-out of the Settlement.

22 16. In sum, based on consideration of the foregoing factors, and the Court's familiarity with the
23 litigation, the Court finds that the Settlement is in all respects fair, reasonable, and adequate, is in the best
24 interest of the Class, and it is hereby finally approved.
25

26 17. Upon entry of this Order, compensation to the Settlement Class Members shall be effected pursuant to
27 the terms of the Settlement Agreement.
28

1 18. In addition to any recovery that Plaintiff may receive as a Settlement Class Member under
2 the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, and their broad
3 general release against Defendant, the Court hereby approves the payment of a class representative service
4 award in the amount of \$5,000 to Plaintiff Estrada.

5
6 19. The Court also approves the payment of attorneys' fees to Class Counsel in the amount of
7 \$120,750.00 (\$72,450.00 to Ladva Law Firm and \$48,300 to the Law Offices of Daniel Vega) and
8 reimbursement of reasonable litigation expenses in the amount of \$17,000.00.

9
10 20. With respect to attorneys' fees, the Court approves the amount of \$120,750 based on a percentage
11 of the recovery method. See *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503 ("when
12 class action litigation establishes a monetary fund for the benefit of class members, and the trial court in
13 its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of
14 a reasonable fee by choosing an appropriate percentage of the fund created."). The Gross Settlement
15 Amount represents a true common fund, as Defendant are obligated to pay this entire amount, and no
16 portion of the Gross Settlement Amount will revert to Defendant. In addition, the Court finds that
17 \$120,750.00, which represents thirty-five percent of the Gross Settlement Amount, is reasonable and
18 appropriate. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 n.13 (Empirical studies
19 show that, regardless whether the percentage method or the lodestar method is used, fee awards in class
20 actions average around one-third of the recovery."); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43,
21 66 n.11 (recognizing that fee awards in class actions average around one-third of the recovery).

22
23
24 21. Cross-checking the reasonableness of this amount against Class Counsel's lodestar further
25 supports the reasonableness of the attorneys' fees award. See *Laffitte*, 1 Cal.5th at 506 (trial courts have
26 "discretion to conduct a lodestar cross-check on a percentage fee."). Based on Class Counsels' lodestar
27
28

1 to date of \$159,380.00, which the Court finds is reasonable, an award of \$120,750.00 represents a
2 negative multiplier of approximately 75.7 on Class Counsel's lodestar.

3 22. The Court also finds that the \$17,000.00 in litigation costs incurred by Class Counsel were
4 necessary and appropriate. As Counsel are allowed to request up to \$17,000 in litigation costs under the
5 Settlement Agreement, the Court hereby awards this amount.
6

7 23. Accordingly, after the Class Administrator's receipt of Defendant's payment of the Settlement
8 Sum, as per the Settlement Agreement, the Class Administrator shall cause \$120,750.00 in attorneys' fees
9 (\$72,450.00 to Ladva Law Firm and \$48,300 to the Law Offices of Daniel Vega) and \$17,000.00 in
10 litigation costs to be paid to Class Counsel (check to Ladva Law Firm) pursuant to the terms of the
11 Settlement Agreement.
12

13 24. The Court approves the payment of Settlement Administration costs in the amount of \$10,499.00
14 to Simpluris, Inc., and paid pursuant to the terms of the Settlement Agreement.
15

16 25. The proposed Class Notice form and procedure are adequate. No class members contested the
17 proposed settlement. Only one member filed an opt-out form. The proposed class is appropriate for class
18 certification.
19

20 26. The Gross Settlement Amount, the Net Settlement Amount, and the methodology used to
21 calculate and pay each Settlement Class Member's individual settlement payment are fair and reasonable,
22 and the Court authorizes the Settlement Administrator to issue individual settlement payments to each
23 Settlement Class Member pursuant to the terms of the Settlement Agreement.
24

25 27. The terms of the Settlement Agreement, including all exhibits thereto, and of this Final Order,
26 shall be forever binding in all pending and future lawsuits maintained by the Named Plaintiff and all
27 other Settlement Class Members. Upon the Effective Date, Plaintiff and all members of the Settlement
28 Class, shall have, by operation of this Order and the accompanying Judgment, fully, finally, and forever

1 released, relinquished, and discharged Defendant and Released Parties from all Released Claims, and
2 shall be permanently enjoined and forever barred from asserting any of the Released Claims against the
3 Released Parties, as defined by the terms of the Settlement Agreement.

4 28. Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class
5 Representative Service Awards are hereby granted and the Court directs that a judgment shall be entered
6 in accordance with the terms of this Order.

7 29. Judgment in this matter is entered in accordance with the terms of the Settlement Agreement the
8 Court's Preliminary Approval Order, and this Final Approval Order against Defendant in favor of Plaintiff
9 and the Settlement Class.

10 30. This Final Order and the Settlement Agreement (including the exhibits thereto) may be filed in
11 any action against or by any Released Party to support a defense of res judicata, collateral estoppel,
12 release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
13 preclusion or similar defense or counterclaim.

14 31. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).
15 This Judgment is intended to be a final disposition of the above captioned action in its entirety, and is
16 intended to be immediately appealable. The Judgment shall bind each Settlement Class Member who has
17 not opted out of the Settlement and shall operate as a full release and discharge of the Released Claims
18 against the Released Parties as set forth in the Agreement. All rights to appeal the Judgment have been
19 waived. The Judgment and this Final Approval Order shall have res judicata effect and bar all Settlement
20 Class Members who have not opted out of the Settlement from bringing or maintaining any action
21 asserting Released Claims under the Agreement.

22 **Court's Continuing Jurisdiction**

1 32. The Court will set a compliance hearing after the completion of the distribution process and the
2 expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP
3 384(b) and to submit a summary accounting how the funds have been distributed to the class members
4 and the status of any unresolved issues.
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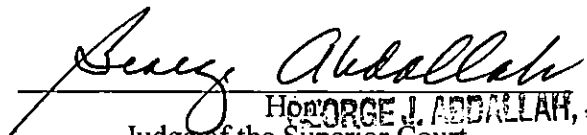
6 33. The court is retaining jurisdiction over the parties for purposes of enforcement of the judgment.

7 34. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over
8 this action and the parties, including all Class Members and over all matters pertaining to the
9 implementation and enforcement of the terms of the Settlement. Except as provided to the contrary
10 herein, any disputes or controversies arising with respect to interpretation, enforcement or
11 implementation of the Settlement shall be presented by motion to the Court for resolution.
12

13 35. An Order Showing Cause for final compliance is set for 8/2/24 @ 9 AM. The Plaintiff is to file a
14 Declaration regarding compliance to the court at least 5 days prior to the Order to Show Cause date.
15

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17 **IT IS SO ORDERED.**

18 DATED: 3/14/24
19


20 **HONORABLE GEORGE J. ABDALLAH, JR.**
21 Judge of the Superior Court
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PROOF OF SERVICE

I, Scott S. Nakama, declare:

I am employed in San Francisco, California. I am over 18 years of age and I am not a party to this action. My business address is 530 Jackson Street, 2nd Floor, San Francisco, California 94113. On March 18, 2024, I served a copy of the attached:

**PLAINTIFF'S NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

by depositing a true copy to the following:

Sat Sang Khalsa, Esq.
GORDON REES SCULLY MANSUKHANI, LLP
1111 Broadway, Suite 1700
Oakland, CA 94607
510-463-8600

- ☐ BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail at Oakland, California, with postage prepaid.
- ☐ BY FACSIMILE: (C.C.P. § 1013(e)(f)).
- ☐ BY FEDERAL EXPRESS: I caused such envelopes to be delivered by air courier, with next-day service, to the offices of the addresses. (C.C.P. § 1013(c)(d)).
- ☐ BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to the offices of the addresses. (C.C.P. § 1011(a)(b)).
- ☒ BY ELECTRONIC SERVICE: I caused such documents to be electronically served to all parties. (C.C.P. § 1010.6)

On March 18, 2024, I served a copy of the attached:

**PLAINTIFF'S NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

by depositing a true copy to the following:

CALIFORNIA LABOR AND WORKFORCE DEVELOPEMENT AGENCY ("LWDA")

- ☐ BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail at Oakland, California, with postage prepaid.
- ☐ BY FACSIMILE: (C.C.P. § 1013(e)(f)).

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☐ BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to the offices of the addresses. (C.C.P. § 1011(a)(b)).

☒ BY ELECTRONIC SERVICE: I caused such documents to be electronically submitted on the LWDA'S website for Court Order of Judgment in PAGA Case: <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on March 18, 2024 at San Francisco, California.



Scott S. Nakama