

Ashwin Ladva, Esq. (SB# 206140)
Scott S. Nakama, Esq. (SB# 296732)

LADVA LAW FIRM

530 Jackson St., 2nd floor
San Francisco, CA 94133
Telephone: (415) 296-8844
Fax: (415) 296-8847
ladvalaw@gmail.com
snakama@ladvalaw.com

Daniel Martinez de la Vega (SB# 255885)

LAW OFFICES OF DANIEL VEGA

201 Spear Street, Suite 1100
San Francisco, CA 94105
Telephone: (415) 287-6203
Fax: (415) 704-5067
dvega@vegalawyer.com

Attorneys for Plaintiff, HECTOR ESTRADA,
individually and on behalf of similarly situated employees

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

HECTOR ESTRADA, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

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

Defendants.

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

CLASS ACTION

**DECLARATION OF LINDSAY ROMO
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

DECLARATION OF LINDSAY ROMO

I, LINDSAY ROMO, hereby declare:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Hector Estrada, (“Plaintiff”), and *Glassfab Tempering Services Inc.*, (“Defendant”), (collectively the “Parties”), to provide settlement administration services in the *Estrada et al v. Glassfab Tempering Services Inc.* Settlement. In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Pay Periods submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

23
24
25
26
27
28

TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Notice of Class Action Settlement for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-

1 business hours. Spanish-speaking representatives are available during normal business hours. The toll-
2 free telephone number included in the Notice of Class Action Settlement was (866) 221-3277 and was
3 live on December 8, 2023.

4 **NOTIFICATION TO THE CLASS**

5 5. On November 3, 2023, Simpluris received the Court-approved Notice of Class Action
6 Settlement (hereafter “Class Notice”). The Class Notice advised Class Members of their right to request
7 exclusion from the Settlement, object to the Settlement, dispute workweeks, do nothing, and the
8 implications of each such action. The Class Notice advised Class Members of applicable deadlines and
9 other events, including the Final Approval Hearing, and how Class Members could obtain additional
10 information.

11 6. On November 20, 2023, Defense Counsel provided Simpluris with a mailing list (“Class
12 List”) containing Class Members’ names, most recent mailing address, Social Security numbers and
13 dates of employment for each Class Member during the Class Period. The Class List contained data for
14 five hundred and forty-six (546) Class Members.

15 7. The mailing addresses contained in the Class List were processed and updated utilizing
16 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
17 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
18 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
19 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate
20 twenty-three (23) updated addresses using NCOA prior to the mailing of the Class Notice.

21 8. On December 8, 2023, Class Notice was mailed to five hundred and forty-six (546)
22 Class Members with addresses contained in the Class List via First Class mail or updated via the
23 NCOA search. A copy of the Class Notice is attached hereto as **Exhibit A**.

24 9. A total of forty-four (44) Class Notices were returned to Simpluris. Of these, one (1)
25 were returned with a forwarding address. If a Class Member’s Class Notice was returned by the USPS
26 as undeliverable and without a forwarding address, Simpluris performed an advanced address search
27 (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-
28

1 Nexis. Simpluris used the Class Member's name and previous address to locate a current address.
2 Through the advanced address searches, Simpluris was able to locate nineteen (19) updated addresses
3 and Simpluris promptly mailed a Class Notice to those updated addresses. As of this date, there are
4 twenty-four (24) Class Notices that remain undeliverable.

5 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

6 10. The deadline for Class Members to submit a Request for Exclusion, Object to the
7 Settlement or Dispute Pay Periods was February 6, 2024.

8 11. As of this date, Simpluris has not received any Requests for Exclusion from Class
9 Members.

10 12. As of this date, Simpluris has not received any Objections to the Settlement from Class
11 Members.

12 13. As of this date, Simpluris has not received any Disputes regarding Pay Periods from
13 Class Members.

14 **CLASS MEMBER AWARDS**

15 14. As of this date, there are five hundred and forty-six (546) Class Members who will be
16 paid their portion of the Net Settlement Fund.

17 15. The Net Settlement Fund of \$184,251.00 available to pay Class Members was
18 determined by subtracting the Class Counsel's Fees (\$120,750.00), Class Counsel's Litigation Costs
19 (\$17,000.00), Named Plaintiff Service Award (\$5,000.00), PAGA LWDA payment (\$7,500.00), and
20 the Administration Costs (\$10,499.00) from the Maximum Settlement Amount (\$345,000.00).
21

22 16. The *average estimated payment* is \$337.46, the *highest estimated payment* is \$911.99
23 and the *lowest estimated payment* is \$5.64.

24 17. Pursuant to section 4.4.2 of the settlement agreement, Simpluris will do the following
25 with any uncashed checks; "The Administrator must conduct a Class Member Address Search for all
26 other Class Members whose checks are returned undelivered without USPS forwarding address. Within
27 [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding
28 address provided or to an address ascertained through the Class Member Address Search. The

1 Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks
2 are returned as undelivered. The Administrator shall promptly send a replacement check to any Class
3 Member whose original check was lost or misplaced, requested by the Class Member prior to the void
4 date.”

5 **ADMINISTRATION COSTS**

6 18. Simpluris’ total costs for services in connection with the administration of this
7 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
8 \$10,499.00. Simpluris’ work in connection with this matter will continue with the calculation of the
9 settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax
10 reporting on such payments.
11

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 14th day of February 2024, in Costa Mesa, CA.
14

15 
16 _____

17 Lindsay Romo
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice_Encoded»

You may be eligible to receive money from an employee class action lawsuit (“Action”) against GlassFab Tempering Services, Inc. (“GlassFab”) for alleged wage and hour violations. The Action was filed by a former employee Hector Estrada (“Plaintiff”) and seeks payment of (1) back wages, business reimbursements, penalties and interest for a class of non-exempt employees (“Class Members”) who worked for GlassFab during the Class Period (August 27, 2017 to October 13, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for GlassFab during the PAGA Period (August 27, 2021 to October 13, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring GlassFab to fund Individual Class Payments, and (2) a PAGA Settlement requiring GlassFab to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on GlassFab’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$«MERGED_ClassAmnt_CALC» (less withholding) and your Individual PAGA Payment is estimated to be \$«MERGED_PAGAAmnt_CALC». The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to GlassFab’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on GlassFab’s records showing that you worked «MERGED_ClassPP» workweeks during the Class Period and you worked «MERGED_PAGAPP» pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires GlassFab to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against GlassFab.

If you worked for GlassFab during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against GlassFab.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against GlassFab, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

GlassFab will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against GlassFab that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is February 6, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. GlassFab must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by February 6, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the March 13, 2024, Final Approval Hearing at 9:00 a.m.	The Court's Final Approval Hearing is scheduled to take place on March 13, 2024. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by February 6, 2024	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Pay Periods you worked according to GlassFab's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by February 6, 2024. See Section 4 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods

Written Challenges Must be Submitted by February 6, 2024

The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to GlassFab's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **February 6, 2024**. See Section 4 of this Notice. 1.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of GlassFab. The Action accuses GlassFab of violating California labor laws by failing to pay all wages, failing to pay all wages upon termination, failure to provide meal and rest periods, and failing to produce time records and employee records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Scott Nakama and Ashwin Ladva of the Ladva Law Firm as well as Daniel Martinez de la Vega of the Law Offices of Daniel Vega.

GlassFab vehemently denies having violated any laws or having failed to pay any wages. GlassFab's position is that it has complied with all applicable California labor laws, paid all wages owed, provided all required meal and rest breaks and provided all required time records and employee records.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination that either GlassFab or Plaintiff is correct. In the meantime, Plaintiff and GlassFab hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end this case by agreement rather than continuing the expensive and time-consuming and disruptive process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and GlassFab have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of claims that are disputed by both sides. By agreeing to settle, there is no admission to the merit of any of the claims brought by GlassFab's former employee.

Plaintiff her counsel strongly believe the Settlement is a good deal for you because they believe that: (1) GlassFab has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. GlassFab Will Pay a Gross Settlement Amount. GlassFab has agreed to deposit a Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, GlassFab will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to 35% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$17,000.00 for their litigation expenses.

B. Up to a \$5,000.00 as a Class Representative Award for filing the Action, working with Class Co

counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment, Individual PAGA Payment, and Individual General Release Payment.

C. Up to \$13,000.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remaining Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period pay periods.

4. Taxes Owed on Payments to Class Members. Plaintiff and GlassFab are asking the Court to approve an allocation of 10 percent of each Individual Class Payment to taxable wages ("Wage Portion") and 70 percent to penalties and 20 percent to interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiff and GlassFab have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **February 6, 2024**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **February 6, 2024** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against GlassFab.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against GlassFab based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and GlassFab have agreed that, in either case, the Settlement will be void: GlassFab will not be required to pay any money and no claims against GlassFab will be released.

8. Administrator. The Court has appointed a neutral company, **Simpluris, Inc** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and GlassFab has fully funded the Gross Settlement Participating Class Members will be legally barred from asserting any of the claims released under the

Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against GlassFab or related entities for wages or other claims based on the theories of liability and facts raised or which could have been raised by Class Counsel during the Class Period and PAGA Period as resolved by this Settlement. The Participating Class Members will be bound by the following release: “All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each participating class member had, now has, or may hereafter claim to have against GlassFab, and its agents, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates, attorneys and parent companies, (“Released Parties”) and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff’s Complaint or First Amended Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (“the Released Claims”). The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide accurate itemized wage statement, (6) all related violations of the applicable Wage Orders; (7) all related violations of California’s unfair competition law; and (8) interest, fees, and costs (“Released Claims”). The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.”

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and GlassFab has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against GlassFab, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against GlassFab or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows: “All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or PAGA Notices filed by Hector Estrada with the LWDA including, but not limited to **(1)** Violation of PAGA for Failure to Pay Minimum Wages and Overtime pursuant to Labor Code §§510, 1194, 1197.2, 1197, 1197.1, **(2)** Violation of PAGA for Failure to provide Meal Periods pursuant to Labor Code §§ 226.7, 512, **(3)** Violation of PAGA for Failure to Provide Rest Periods pursuant to Labor Code § 226.7, **(4)** Violation of PAGA for Failure to Pay Wages Due at Separation of Employment pursuant to Labor Code §§ 201, 202, 203, 204, **(5)** Violation of PAGA for Failure to Issue Accurate Itemized Wage Statements pursuant to Labor Code §226, **(6)** Violation of PAGA for Failure to Indemnify for Expenditures or Losses in Discharge of Duties pursuant to Labor Code §2802.”

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all allegedly Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual allegedly Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the

number of PAGA Pay Periods you worked during the PAGA Period, as recorded in GlassFab's records, are stated in the first page of this Notice. You have until **February 6, 2024** to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept GlassFab's calculation of Pay Periods based on GlassFab's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and GlassFab's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Estrada et al v. Glassfab Tempering Services Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by February 6, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and GlassFab are asking the Court to approve. At least 16 court days before the **March 13, 2024** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **www.simpluris.com/case-search** or the Court's website **www.sjcourts.org/case-management-search**.

The deadline for sending written objections to the Administrator is **February 6, 2024**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Estrada et al v. Glassfab Tempering Services Inc.* and include your name, current address, telephone number, and approximate dates of employment for GlassFab and sign the objection. Section 9 of this Notice has the Administrator's contact information. Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **March 13, 2024 at 9:00 a.m.** in Department 10A of the San Joaquin Superior Court. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend either personally or virtually. Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **www.simpluris.com/case-search** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything GlassFab and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Court's website. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the San Joaquin County Superior Court website and entering the Case Number for the Action, Case No. STK-CV-UOE-2021-8051. **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Ashwin Ladva and Scott Nakama
Email Address: ladvalaw@gmail.com, snakama@ladvalaw.com
Name of Firm: Ladva Law Firm
Mailing Address: 530 Jackson Street, 2nd Floor, San Francisco, CA 94133
Telephone: 415-296-8844

Additional Class Counsel:

Name of Attorney: Daniel Martinez de la Vega
Email Address: dvega@vegalawyer.com
Name of Firm: Law Offices of Daniel Vega
Mailing Address: 201 Spear Street, Suite 1100, San Francisco, CA 94105
Telephone: 415-287-6200

Settlement Administrator:

Estrada et al v. Glassfab Tempering Services Inc.
P.O. Box 26170
Santa Ana, CA 92799
Tel: (866) 221-3277
CaseSupport@simpluris.com
Fax: (714) 824-8591

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.