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

18 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

19 FOR THE COUNTY OF SAN JOAQUIN

20 **HECTOR ESTRADA, individually and on**  
21 **behalf of others similarly situated**  
22 **Plaintiff,**

23 vs.

24 **GLASSFAB TEMPERING SERVICES INC.;**  
25 **and DOES 1 through 100, inclusive,**  
26 **Defendants.**

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

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

Hearing Date: 10/13/23

Hearing Time: 9 AM

Judge: 10A

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

1 I, Scott S. Nakama, declare:

2 1. I am attorney at law duly licensed to practice before all state courts in California,  
3 the Northern District of California, the Central District of California, the Eastern District of  
4 California, and the United States Court of Appeal for the Ninth Circuit. This declaration is  
5 submitted in support of Plaintiff's Motion for Approval of Settlement Agreement.

6 2. I am a member of the State Bar of California. I am one of the attorneys of record  
7 for name plaintiff Hector Estrada ("Plaintiff" or "Class Representatives").

8 3. I was admitted to the California State Bar in 2014. I submit this motion in support  
9 of the Motion for Preliminary Approval of the Class Settlement. The facts set forth below are  
10 within my personal knowledge, and if called before the Court to testify to these facts I could and  
11 would do so competently.

12  
13 **Declarant's Background**

14 4. I have been practicing in the area of plaintiff's employment litigation since June  
15 2015, and have represented Plaintiffs in cases involving discrimination, harassment, retaliation,  
16 wage and hour violations, wrongful termination and fraudulent business practices.

17 5. I have substantial experience in Employment Law, and Class Actions. Since my  
18 admission to the bar, I have represented numerous parties in civil actions of various types and  
19 degrees of complexity. I have handled actions relating to employment law and unpaid wages over  
20 the last 8 years.

21 6. I graduated from Case Western Reserve School of Law. From June 2015 to March  
22 2020, I was employed as an attorney with Burton Employment Law where 100% of my cases were  
23 employment related issues. I estimate that I worked on over 160 cases as an employee of Burton  
24 Employment Law.

25 7. As an attorney for Burton Employment Law, I worked on a class action and  
26 California Private Attorney Generals Act ("PAGA") claim entitled *Neroza v. Vo's Restaurant*  
27

1 *Company*, Alameda County Superior Court, Case NO. RG1052261 where Plaintiff received an  
2 individual and PAGA judgment exceeding \$1,000,000.

3           8.       In 2017, as an Attorney for Burton Employment Law, I represented Aries Simmons  
4 in a PAGA claim against CALIFORNIA LOGISTRICS, INC. DBA DILIGENT DELIVERY  
5 SYSTEMS, Alameda County Case NO. 17863988, alleging the following causes of action: 1.  
6 Misclassification as independent contractor-PAGA; 2. Failure to pay overtime- PAGA; 3. Failure  
7 to provide Meal Breaks-PAGA; 4. Failure to Provide Rest Breaks-PAGA; 5. Failure to Timely  
8 Pay Wages- PAGA; 6. Failure to provide Paid Sick Leave-PAGA; 7. Failure to Furnish Complete  
9 and Accurate Itemized Wage Statements -PAGA; 8. Failure to Pay all Wages Due Upon  
10 Termination; 9. Failure to Indemnify Employees for Expenses- PAGA; 10. Unlawful Deductions-  
11 PAGA; 11. Failure to keep Payroll Records; and 12. Failure to Pay Minium Wages-PAGA. I  
12 assisted lead counsel Jocelyn Burton with defeating two Motions to Compel Arbitration by  
13 Defendant DILIGENT DELIVERY SYSTEMS. Later, the case was coordinated with two other  
14 related cases filed after the *Simmons* case entitled Judicial Counsel Coordinated Proceeding  
15 JCCP004990. I worked on the coordinated case until I left Burton Employment Law in March  
16 2020. I did a significant amount of work for the coordinated case including propounding and  
17 responding to discovery including obtaining the contact list for the aggrieved employees. On June  
18 30, 2023, the Alameda County Superior Court issued an order approving the PAGA settlement of  
19 \$2,836,667 including attorneys' fees of \$1,400,000 and costs up to \$150,000.  
20

21           9.       In 2018, as an attorney for Burton Employment Law, I represented Keith White  
22 who filed a Complaint in the United States District Court for the Northern District of California,  
23 Northern District of California, Case No. 4:18-cv-03375-JST, against GEO REENTRY  
24 SERVICES, LLC. The Complaint contains the following causes of action: (1) PAGA claim for  
25 failure to pay overtime; (2) violation of the Fair Labor Standard Act (FLSA) 29 U.S.C. § 207 for  
26 failure to pay overtime(an individual claim); (3) PAGA claim for failure to pay timely wages; (4)  
27 PAGA claim for failure to furnish complete and accurate itemized wage statements; (5) PAGA  
28

1 claim for failure to pay all wages upon termination; and (6) PAGA claim for failure to reimburse  
2 business expense. On August 10, 2019, I represented Lashana Clifton in a PAGA lawsuit filed in  
3 the Northern District, Case NO. 4:19-cv-04640-JST against GEO REENTRY SERVICES, LLC.  
4 I worked on the Clifton and White cases until I left Burton Employment Law in March 2020. I  
5 did a significant amount of work for both the *Clifton* and *White* matters while at Burton  
6 Employment Law. The Clifton and White cases were later consolidated with *Jimenez v. GEO*  
7 *REENTRY SERVICES*, Orange County Superior Court CASE NO. 30-2019—01072491-CU-OE-  
8 CXC and a judge granted preliminary approval of the class action settlement in November 2021  
9 and final approval on June 22, 2022 for \$1,300,000 on behalf of 1,200 class members.

10  
11 10. As an attorney for Burton Employment Law, I worked on a federal appeal with the  
12 U.S. Equal Employment Opportunity Commission (“EEOC”) entitled *Gainer v. Peter O’Rourke,*  
13 *Acting Secretary, Department of Veterans Affairs*, Appeal NO. 0120162172. There, I drafted the  
14 appellate brief and assisted lead counsel with overturning the federal agency’s final decision as to  
15 claims of sexual harassment, disability discrimination, and retaliation. The EEOC reversed the  
16 federal agency’s decision in my client’s favor. The case was published by the EEOC, available at  
17 [https://www.eeoc.gov/sites/default/files/migrated\\_files/decisions/0120162172.pdf](https://www.eeoc.gov/sites/default/files/migrated_files/decisions/0120162172.pdf).

18 11. From March 2020 to the present, I have been employed as an attorney with the  
19 Ladv Law Firm. I worked on approximately 60 employment cases with Ladv Law Firm.

20 12. From 2021 to 2022, as an attorney for Ladv Law Firm, I was lead counsel in a  
21 wage and hour case in United States District Court for the Northern District of California entitled  
22 *Reyes v. Hearst Communication INC.*, CASE NO. 4:21-cv-03362-PJH. During that case, the  
23 employer appealed the District Court’s decision denying the employer’s Motion to Compel  
24 Arbitration. In response, I prepared an appellate brief. Ultimately, the 9<sup>th</sup> Circuit affirmed the  
25 District Court’s decision in an unpublished opinion denying the Motion to Compel Arbitration.

26 13. Through formal and informal discovery for the purposes of mediation, Defendant  
27 produced 8,153 documents. Defendant disclosed that there are 636 non-exempt employees who  
28

1 are class members from August 27, 2017 (four years prior to the lawsuit) to February 14, 2023  
2 (i.e. the date of the mediation). Of the 636 class members 267 are no longer employed by  
3 Defendant.

4 14. According to GTS, the class members have collectively worked 56,760 workweeks.

5 15. In this case, I have reviewed 8,153 documents produced by Defendant, all  
6 documents produced by Plaintiff, calculated damages for Plaintiff Estrada and the Class, analyzed  
7 Defendant's potential liability and risks associated with the case with cocounsel, communicated  
8 with Plaintiff during several meetings, prepared the initial and First Amended Complaint,  
9 prepared and filed two motions to compel further response to request for production and special  
10 interrogatories, participated in mediation, investigated the claims against Defendant with  
11 cocounsel, and participated in preparing the motion and supporting documents in support of the  
12 Motion for Preliminary Approval with cocounsel. I maintain my time and billing records  
13 contemporaneously.  
14

15 16. The Parties discussed at length the burdens and risks of continuing with the  
16 litigation as well as the merits of claims and defenses. After the mediation, the Parties then signed  
17 a long form settlement agreement.

18 17. Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish  
19 liability for the claims asserted in the Action, both generally and in response to Defendant's  
20 defenses thereto.

21 18. Plaintiff and Class Counsel have determined that the Settlement set forth in this  
22 Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class.  
23 Solely for the purpose of settling this case, the parties agree that the requirements for establishing  
24 class action certification with respect to this class have been met and are met. If this Settlement is  
25 not approved by the Court for any reason, Defendant reserves its right to contest class  
26 certification. This Settlement, if approved, will result in the termination of the litigation through  
27  
28

1 the entry of the Judgment and the release of all Released Claims for all Class Members, including  
2 all within the class definition who have not elected to exclude themselves from the Class.

3 19. Class Counsel managed the work by efficiently allocating tasks to individuals and  
4 avoiding duplication of effort.

5 20. The settlement is fair and reasonable based on my review of documents,  
6 independent investigation, and analysis of the risks.

7 21. With respect to the claims asserted on behalf of the Class in this case, there are  
8 serious risks that support this compromise amount. These risks include, but are not limited to: (i)  
9 the risk that Plaintiff would be unable to establish liability for unpaid wages; (ii) the risk that  
10 Defendant's meal and rest period policies might not ultimately support class certification or a  
11 class-wide liability finding; (iii) the risk that uncertainties about the ultimate legality of  
12 Defendant's policies and practices could preclude class-wide awards of statutory penalties; (iv) the  
13 risk that individual differences between Class Members could be construed as pertaining to  
14 liability and not solely to damages; (v) the risk that any civil penalties award under PAGA could  
15 be reduced by the Court in its discretion; and (vi) the risk that class treatment could be deemed  
16 improper as to one or more claims, except for settlement. These risks are non-exhaustive.

17 I declare under penalty of perjury that the foregoing is true and correct, that I could testify  
18 competently thereto if called upon to do so, and that I executed this Declaration on the 11<sup>th</sup> day of  
19 September, 2023, in the City and County of San Francisco, California.  
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24 Scott Nakama