

1 **Ashwin Ladva, Esq. (SB# 206140)**
2 **Scott S. Nakama, Esq. (SB# 296732)**
3 **LADVA LAW FIRM**
4 530 Jackson St., 2nd floor
5 San Francisco, CA 94133
6 Telephone: (415) 296-8844
7 Fax: (415) 296-8847
8 ladvalaw@gmail.com

9 **Daniel Martinez de la Vega, Esq. (SB# 255885)**
10 **LAW OFFICES OF DANIEL VEGA**
11 **201 Spear Street, Suite 1100**
12 San Francisco, CA 94105
13 Telephone: (415) 287-6203
14 Fax: (415) 704-5067
15 dvega@vegalawyer.com

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

17 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF SAN JOAQUIN

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

22 vs.

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

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

**PLAINTIFF'S NOTICE OF MOTION
AND PLAINTIFFS' 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**

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2
3 PLEASE TAKE NOTICE that on March 13, 2024, at 9 a.m. in department 10A of the above-
4 entitled court, located at San Joaquin, California, Plaintiff Hector Estrada ("Plaintiff") as an
5 individual and on behalf of all others similarly situated, will move the court approval of Plaintiff's
6 Motion for Final Approval of the Class Action Settlement including entry of the following orders:

7 1. The Joint Stipulation and Settlement Agreement ("Settlement Agreement"

8 "Settlement," or "Agreement) on the grounds that the Settlement Agreement is fair,
9 adequate, and reasonable because:

- 10 a. Five hundred and forty six (546) Class Members who did not submit a
11 valid and timely request to exclude themselves from the Settlement
12 ("Participating Class Members") will receive a portion of the Net Settlement
13 Amount based on the settlement calculation formula set forth in the Settlement;
14 b. As of February 6, 2024, no objections were submitted to the Settlement by Class
15 Members;
16 c. As of February 6, 2024, no requests for exclusion were submitted to the Settlement
17 by a Class Member;
18 d. As of February 6, 2024, there are no outstanding disputes;
19 e. Approximately \$184,251.00 will be paid out on behalf of the Class Members.
20 Prior to the deduction of taxes, the estimated *highest* Individual Settlement
21 Share to be paid is approximately \$911.99, and the estimated *average*
22 Individual Settlement Share to be paid is approximately \$337.46. (Declaration
23 of Lindsay Romo (third party administrator) ("Romo Dec."), ¶ 15-16).

- 24
25 2. Attorney Fee Award in the amount of \$120,750.00 to the Class Counsel for 325.2
26 hours of attorney time spent working on the case from pre-filing investigation to the
27 final fairness hearing;
28

- 1 3. Based on the attorney time expended on this matter, the fees incurred to date total
2 \$159,380, which results in a negative multiplier of 0.78 when cross-checked to the
3 requested amount of the Attorney Fee Award of \$120,750. The requested fee award is only
4 75.7% of Class Counsel's lodestar of \$159,380.00 or a "negative" multiplier of .75.
5 (Declaration of Daniel Martinez de la Vega ("Vega Dec.") ¶ 19).
- 6 4. Cost Award in the amount of \$17,000.00 to Class Counsel for actual litigation
7 costs and expenses incurred.
- 8 5. Payment of \$10,499.00 to the Settlement Administrator, Simpluris, Inc. ("Simpluris") as
9 the Administration Costs.
- 10 6. Class Representative Enhancement Payment to Plaintiff Estrada in the amount of
11 \$5,000.
- 12
- 13 7. Appointing Simpluris, Inc., located at 3176 Pullman Street, #123 Costa Mesa, CA 92626 as
14 the Settlement Administrator for purposes of administering the settlement.
- 15 8. Payment of \$10,000 for Private Attorneys General Act ("PAGA") penalties, pursuant
16 to California Labor Code section 2699, seventy-five percent (75%) of which (\$7,500)
17 shall be paid to the California Labor and Workforce Development Agency
18 ("LWDA") and twenty-five percent (25%) of which (\$2500) shall be part of the Net
19 Settlement Amount distributed to class members who worked for Defendant within the
20 State of California between August 23, 2017 through March 13, 2024, on a pro rata
21 basis ("PAGA Payment," "Eligible Aggrieved Employees," and "PAGA Timeframe"),
22 on a pro rata basis.

23 This Motion will be based on this Notice of Motion and Motion, the Memorandum of Points
24 and Authorities, the Declaration of Ashwin Ladva, the Declaration of Daniel Martinez de la Vega,
25 the Declaration of Hector Estrada, the Declaration of Lindsay Romo, the Declaration of Scott
26 Nakama, the Parties Joint Stipulation of Class Action Settlement and Release; as well as all other
27 pleadings and evidence on file in this action and any additional evidence and argument that may be
28 presented by the Parties at the time of hearing.

1 Dated: February 15, 2024

LADVA LAW FIRM

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5 By _____
6 Scott Nakama
7 Attorney for Plaintiff
8 HECTOR ESTRADA

9 Dated: February 15, 2024

LAW OFFICES OF DANIEL VEGA

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13 By: 
14 Daniel Martinez De La Vega
15 Attorney for Plaintiff
16 HECTOR ESTRADA
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