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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 ASHWIN LADVA
IN SUPPORT OF 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 I, Ashwin Ladva, declare:

2 1. I am attorney at law duly licensed to practice before all state courts in California,
3 the United States District Court for the Northern District, the United States District Court for the
4 Eastern District, and the United States District Court for the Central District. 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 State Bar in 2000. I submit this motion in support of the
9 Motion for Preliminary Approval of the Class Settlement. The facts set forth below are within my
10 personal knowledge, and if called before the Court to testify to these facts I could and would do so
11 competently.

12 4. On August 27, 2021, Plaintiff filed a putative class action against Defendant, entitled
13 *Hector Estrada v. GLASSFAB TEMPERING SERVICES INC.*, in SAN JOAQUIN County Superior
14 Court, Case No. STK-CV-UOE-2021-8051 (the "Action") seeking to represent a class consisting of
15 the "current" and former Class Members of Defendant for claims related to alleged unpaid overtime
16 wages, meal and rest breaks, specifically, (1) Violations of the Labor Code sections 1194(a) and 510
17 (failure to pay overtime wages); (2) Violation of California Labor Code section 226.7 (failure to
18 provide meal and rest breaks); (3) Violation of Labor Code section 226 (failure to provide accurate
19 itemized wage statements; (4) Violation of Labor Code section 510 and 204 (failure to pay all wages
20 and overtime wages); (5) Violation of Labor Code section 201, 202, 203, and 203.1 (waiting time
21 penalties); (6) Unfair Competition in Violation of Cal. Business and Professions Code §17200; (7)
22 Unjust Enrichment; and (8) Declaratory relief behalf of himself and other employees of the
23 Company. Plaintiff claims that he should be able to seek damages and penalties for allegations going
24 back to August 27, 2017. The First Amended Complaint was filed on June 7, 2023. The following
25 claims were added in amended complaint included minimum wages, reimbursement of expenses,
26 and a California Private Attorneys' General Act ("PAGA") Claim.

1 5. In addition to interviewing our client and reviewing all relevant documents in their
2 possession (time sheets, schedules, pay stubs), we conducted significant relevant written discovery
3 in this matter, including serving Special Interrogatories and Requests for Production of
4 Documents. Plaintiff also filed two motions to compel further responses.

5 6. Through the discovery process the Parties estimate that there are approximately 636
6 Class Members. The Parties agree that the Class Members, include but are not limited to any
7 current or former employees since August 27, 2017, through the date of preliminary approval of
8 the parties' settlement agreement by the Court, (the "Class Period"). After reviewing documents
9 regarding Defendant's wage and hour policies and practices and other information obtained during
10 the informal exchange of discovery, Class Counsel were able to evaluate the probability of class
11 certification, success on the merits, and the reasonable obtainable maximum monetary exposure
12 for all claims. Class Counsel reviewed these records and prepared a damage analysis prior to
13 mediation. Class Counsel also investigated the applicable law regarding the claims and defenses
14 asserted in the litigation.

15 7. The Parties engaged in a mediation on February 14, 2023 with Jeffrey Krivis, Esq.
16 I reviewed a 20% sample size of payroll records (approximately 8153 documents that included
17 payroll and time records). Defendant disclosed that there were 56,760 workweeks. The settlement
18 discussions were conducted at arm's-length and involved an informed and detailed analysis of
19 Defendant's potential liability of total exposure in relation to the costs and risks associated with
20 continued litigation. Discussions between counsel for the Parties, informal discovery, as well as
21 the investigation and evaluation of the allegations in the Complaint by the Parties, have permitted
22 each side to assess the relative merits of the claims and defenses to those claims.

23 8. Based on the review of documents and discovery, Plaintiff requested to amend the
24 Complaint. On June 7, 2023, Plaintiff filed a First Amended Complaint to add claims for
25 minimum wages, reimbursement of expenses, and a PAGA Claim.
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9. Based on class-wide documents produced, as well as Plaintiff's counsel's own independent investigation, review of defendant's payroll and time keeping records, Plaintiff's counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of the Class Action Members in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

10. I have been involved in employment class actions since 2001 when I began my legal career. I am familiar with state and federal wage and hour laws, and regularly advise clients about wage and hour compliance issues. Based on my experience with class action settlements, I can represent to the Court that the proposed settlement is the result of arm's-length bargaining.

Declarant's Background

11. I graduated in 1999 from the University of California, Hastings College of the Law (now known as University of California College of the Law, San Francisco). After a short stint of working for a defense firm I began performing contract work for firms specializing in Employment Law and Personal Injury. Currently, more than 50% of the cases that I personally work on deal with Employment related issues.

12. I am the principle of the Ladva Law Firm (formerly Ladva, Shoker & Associates),
a law firm established in July 2000.

13. I have been practicing in the area of plaintiff's employment litigation since June 2000, and have represented Plaintiffs in cases involving discrimination, harassment, retaliation, wage and hour violations, wrongful termination and fraudulent business practices.

14. I have substantial experience in Employment Law, and Class Actions. Since my admission to the bar, I have represented numerous parties in civil actions of various types and degrees of complexity. I have handled actions relating to employment law and unpaid wages over the last 10 years. Additionally, I have served as class counsel in wage and hour class action cases.

1 15. In 2006, I filed a class action entitled *Harbans v. HFS North America*, Fresno
2 County Superior Court Case No. RG06296440. We alleged violations of the wage and hour, meal
3 and rest period and failure to maintain employees' pay records and to make those records available
4 on request. On November 3, 2008, the Honorable Judge Steven Brick of Fresno County Superior
5 Court took under submission Plaintiffs' Motion for Final Approval of Class Action Settlement
6 Agreement. The matter settled for over \$3,000,000. Counsel for plaintiff received and requested
7 attorney fees of over \$1,072,705.75 and costs amounting to over \$120,000. We successfully
8 litigated a class-action lawsuit involving more than 200 truck drivers; that litigation eventually
9 resulted in a three million dollar settlement pre-class certification.
10

11 16. From 2012 to 2013, I co-represented with the Law Offices of Daniel Vega, over
12 twenty-five former employers in a wage and hour class action entitled *Ortiz v. All West Container*
13 *Co.*, San Mateo County Superior Court Case No. CIV 502267. We successfully litigated a class-
14 wide and court approved settlement pre-class certification that included payments for miss-meal
15 breaks.
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17 17. In 2015, I co-represented with the Law Offices of Daniel Vega, over seventy-five
18 former employees in a wage and hour class action entitled *Mineo v. Citysightseeing*, San Francisco
19 County Superior Court Case No. CGC-10-504804. We successfully litigated and certified a class-
20 wide and court approved settlement pre-class certification that included payments for owed
21 overtime.
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23 18. In 2017, I co-represented with the Law Offices of Daniel Vega, over thirty-four
24 former employers in a wage and hour PAGA action in *Carrillo v. Fante*, San Mateo County
25 Superior Court Case No. CIV CIV505477. We successfully litigated a class-wide and court
26 approved settlement pre-class certification that included payments for miss-meal breaks.
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28 19. On June 28, 2017, I filed a putative class action entitled *Jose Cruz v. Copper Skillet*
of Dublin, Inc. in Alameda County Superior Court, Case No. RG17865856 (the "Action") with the

1 Law Offices of Daniel Vega seeking to represent a class consisting of the “current” and former
2 restaurant employees (servers and cooks) of Defendant for claims related to alleged unpaid overtime
3 wages, meal and rest breaks, specifically, (1) violation of Labor Code §§ 201, 202, 203, 203.1,
4 226.7, 510, 1194(a), and (2) violation of Business and Professions Code § 17200 (The “Class Action
5 Members”). On November 13, 2020, the Court granted Plaintiff’s Motion for Final Approval of
6 the Class Action Settlement.
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8 20. In my last request for attorney fees in California Superior Court, the Court
9 approved a rate of \$625.00 per hour.

10 **CLASS CLAIMS**

11 21. Plaintiff Hector Estrada was employed by GLASSFAB (GTS) as a glass fabricator
12 from approximately April 13, 2015 to May 2020.

13 22. Plaintiff often worked at both of Defendant’s two California factories during the
14 class period located in San Joaquin County.

15 23. Through formal and informal discovery for the purposes of mediation, Defendant
16 produced 8,153 documents. Defendant disclosed that there are 636 non-exempt employees who
17 are Class Members from August 27, 2017 (four years prior to the lawsuit) to February 14, 2023
18 (i.e. the date of the mediation). Of the 636 class members 267 are no longer employed by
19 Defendant.

20 24. The class members have collectively worked 56,760 workweeks.

21 25. Defendant’s human resources handbook does not list a meal break policy and rest
22 break policy for hours worked in excess of 10 hours.

23 26. Defendant contends that it posted the Labor Board Wage Order outlining
24 employees right to all meal and rest breaks, but Plaintiff contends that he has never seen such
25 order at the break room or by the time clock or anywhere else in the two factories during his
26 employment with Defendant.
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1 27. Defendant contends that that Class Members did not earn the safety bonus because
2 there were no accident-free months.

3 28. Plaintiff's time records indicated that Defendant automatically deducted 30 minutes
4 for a first meal break without indicating the start and end of the first meal break prior to March
5 2021.

6 29. Defendant contend that Class Members were permitted to take a third 10 minute
7 rest break after a 10 hour shift pursuant to posted California Wage Orders.

8 30. Class Members worked on average one to two 10 hours shifts per month. Plaintiff
9 however regularly work shifts over 10 hours.

10 31. Because Defendant did not have any human resource policies detailing the number
11 of meal and rest breaks that employees are entitled to, Plaintiff and Class Members were regularly
12 denied a second meal break and third rest break after working more than 10 hours.

13 32. Plaintiff contends he regularly worked shifts of 10 plus hours without receiving a
14 second meal break and a third rest break throughout the approximately three years he was
15 employed during the class period. Defendant did not pay him any premium pay for missed meal
16 and rest breaks.

17 33. Plaintiff's experiences were similar to other class members as he did not receive all
18 rest or meal breaks. The sample time records of class members also clearly indicate that Class
19 Members did not receive a second meal break after working ten hours and that 30 minutes were
20 automatically deducted for a first meal break without listing the time of the meal breaks until
21 March 2021.

22 34. Plaintiff Estrada was employed by Defendant as a non-exempt employee and paid a
23 base wage per hour for all hours worked.

24 35. During the period from August 27, 2017 to February 14, 2023, GlassFab employed
25 636 non-exempt employees in the State of California, of which 267 are no longer with the
26 company.
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1 36. GTS strongly denies that Plaintiff's allegations have any merit. Although the
2 Company considers these class allegations meritless, GTS recognized that continuing to defend
3 this lawsuit will cost the Company a lot of time and money. With this in mind, and in an effort to
4 avoid continuous costly, disruptive, and time-consuming litigation, GTS attempted to resolve the
5 claims individually and obtained these releases.

6 37. Plaintiff also recognized the risk that any PAGA award could be significantly
7 reduced. Many of the causes of action brought were duplicative of the statutory claims such as
8 violations of California Labor Code §§ 226.7, 510, 512(a), 1194, 1198 and 2802. Thus, the
9 maximum penalties for each pay period are not justified. It was indeed arguable whether the
10 Court would award the maximum penalties under the law. Thus, allocating \$10,000 to PAGA
11 civil penalties was reasonable based on damages and risks of proceeding, given the fact that
12 Defendants are also paying an additional \$335,000.00 in the Class settlement. Where PAGA
13 penalties are negotiated in good faith and "there is no indication that [the] amount was the result of
14 self-interest at the expense of other Class Members," such amounts are generally considered
15 reasonable. *Shiferaw v. Sunrise Senior Living Mgmt., Inc.*, NO., 2017 U.S. Dist. LEXIS 237895, *
16 44 (C.D. Cal. March 29, 2017) (quoting *Hopson v. Hanesbrands Inc.*, NO. CV-08-0844 EDL,
17 2009 U.S. Dist. LEXIS 33900, * 9 (N.D. Cal. Apr. 3, 2009).

18 38. At the conclusion of the February 14, 2023 mediation, Defendant agreed to
19 contribute \$345,000 to settle this matter. Per the agreement, each of the 636 class members will
20 receive an individual Class Payment and PAGA Payment (if any) depend on how many
21 workweeks the class member worked during the Class Period and how many Pay Periods the class
22 member worked during the PAGA Period, respectively.

23 39. There were 52 pay periods per year.

24 40. In March 2021, the company's payroll tracked the clock in/out for all meal periods
25 for all workers. Prior to this date a different system was in place.

26 41. The likelihood certification and merits risks for collecting damages for meal and
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1 rest break violation after March 2021 is very high.

2 42. During the period of August 27, 2017 to August 13, 2023 there are 311 workweeks.

3 43. The number Class Period Workweeks and number of PAGA Period Pay Periods
4 the class member worked will be stated on the first page of this Notice.

5 44. Plaintiff also claim - and GTS deny - GTS failed to pay all safety bonuses. This
6 resulted in Defendants not paying employees full and proper overtime compensation. Although
7 Plaintiffs' calculations result in a negligible amount for unpaid overtime, the existence of any
8 amount here entitles Plaintiffs to waiting time penalties. GTS denies that any of the conditions for
9 receiving the bonus were met. However, if GTS had paid a one safety bonus equivalent to \$50.00
10 per year, this amount would be pro-rated towards each month of the year.

11 45. From our review we estimated the average Class Member earned \$22 per hour.
12 When a Class Member worked 42.5 hours (40 hours of straight time and 2.5 hours of overtime at
13 time and one-half) in a one-week pay period, their regular rate of pay was not increased for any
14 earned bonus. However, even if they had been paid a safety bonus their overtime earning of the
15 bonus was still very small. If the employee had also earned a non-discretionary production bonus
16 that year totaling \$50 it would be prorated over 52 weeks and equal to \$00.96 per work week. A
17 \$00.96 non-discretionary production bonus ÷ 42.5 total hours during bonus period = \$.022 per-
18 hour value. That \$.0225 per-hour value of bonus x 0.5 = .011 Overtime Bonus Rate. This \$.011
19 Overtime Bonus Rate x 2.5 overtime hours = \$00.028 overtime due on bonus per workweek.
20 Therefore, the average class member was owed an additional \$.028 in overtime pay per workweek
21 when provided with the non-discretionary production bonus of \$50. Class Members had averaged
22 2.5 hours of OT per pay period they would be owed \$1.456 for the year (52 workweeks X .028).
23

24 46. In addition, Plaintiff claim - and GTS deny - that GTS failed to reimburse
25 employees for using their personal cell phones to communicate with GTS or for milage for trips
26 between locations for work or meetings. Investigation into this issue revealed that there was
27 minimal travel between the locations and use of cell phones was low. At a reimbursement rate of
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1 \$20.00 per 636 class member, the total exposure to Class Members for the cell phone and gas
2 would be \$12,720 ($\$20 * 636 \text{ class members} = \$12,720$).

3 47. Further, Plaintiff claim - and GTS deny - that Plaintiff and the Class Members are
4 entitled to waiting time penalties under Labor Code § 203 due to GTS' failure to pay its hourly-
5 paid and non-exempt employees for overtime, time worked off-the-clock, and missed meal and
6 rest breaks. If Plaintiff were to prevail on one of the above claims, it would lead to waiting time
7 penalties unless GTS had a good faith legal dispute. Plaintiff calculate GTS' total exposure as to
8 the claim for waiting time penalties to be approximately \$1,409,760 ((8 hours/day x
9 \$22.00[average hourly rate] x 30 days = \$5,280) x 267 [terminated employees] = \$1,409,760.00).

10 48. Plaintiff claim - and GTS deny - that GTS are liable for minimum wage and
11 liquidated damages equal to any unpaid minimum wages. If an employer fails to pay an employee
12 at least the minimum wage, then the employee can recover the total in unpaid minimum wages,
13 plus an additional penalty of "liquidated damages" in an amount equal to the minimum wages
14 owed. If each class member had worked .5 hours off the clock over the 56,760 work weeks then
15 they would be owed a total of \$425,700. They would also be entitled to the equivalent amount of
16 \$425,700 in liquidated damages. Defendants may be able to show that whether an employee did
17 work unpaid regular (minimum wage violation) is an individualized inquiry and Class Members
18 that logged all their hours were paid for all hours worked. In addition, Defendants may be able to
19 show a number of employees tracked and reported their hours and were paid the correct amount.
20 Further, Defendants may be able to show that they did not know or have reason to know that Class
21 Members worked off the clock. The liquidated damages amount equal to the amount of unpaid
22 wages not paid at minimum rate of pay would be subject to the same defenses.

23 49. Plaintiff claim - and GTS deny - that GTS are liable for overtime wages for any off
24 the clock hours. If each class member had worked .5 hours off the clock of overtime over the
25 56,760 work weeks then they would be owed a total of \$936,540 based upon an overtime rate of
26 \$33.00 dollars. Defendants again may be able to show that whether an employee worked overtime
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1 hours off the clock hours is an individualized inquiry and Class Members that logged all their
2 hours were paid for all hours worked. In addition, Defendants may be able to show a number of
3 employees tracked and reported their hours and were paid the correct amount. Further, Defendants
4 may be able to show that they did not know or have reason to know that Class Members worked
5 off the clock.

6 50. Plaintiff claim - and GTS deny - that GTS are liable for wage statement statutory
7 penalties pursuant to Labor Code § 226(a)(e). Plaintiff contend that, based on the sample data,
8 GTS failed to accurately record hours worked by putative class members and, as a result, issued
9 wage statements that failed to state accurate number of hours worked, thereby triggering wage
10 statement penalties. Further, Plaintiff contends that Defendant issued wage statements listing the
11 wrong gross and net wages by failing to pay Class Members with premium pay for missed breaks.
12 Plaintiff calculate GTS' total exposure as to the claim for wage statement penalties to be
13 approximately \$2,544,000 (636 employees x (Maximum penalty of \$4000 per class member))
14

15 51. The provisions of the Labor Code potentially triggering PAGA penalties in this
16 case include, but are not limited to, Labor Code sections 201, 202, 203, 226(a) 226.3, 226.7, 510,
17 512(a), 558, 11 74(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. GTS asserted that, regardless of
18 the results of the underlying causes of action, PAGA penalties are not mandatory but permissive
19 and discretionary. GTS maintained that, in addition to its strong arguments against the underlying
20 claims, they had a strong argument that it would be unjust to award maximum PAGA penalties
21 given the current unsettled state of law.

22 52. Class Counsel calculated penalties under this cause of action by multiplying the
23 number of active Class Members (because of the shortened statutory period for this claim) by the
24 civil penalties that each could be awarded for the Labor Code sections enumerated under Labor
25 Code section 2699.5 that were applicable in this case. Class Counsel then applied discounts in
26 light of the countervailing arguments concerning the other causes of action, as well as the Court's
27 power to award "a lesser amount than the maximum civil liability." Lab. Code § 2699(e)(2).
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1 53. Given the state of the law and the range of PAGA penalties requested and actually
2 awarded in California courts, it is difficult to determine a reasonable value and actual exposure
3 for PAGA penalties. Defendant disclosed that there were 369 employees employed during the
4 PAGA period. However, if PAGA penalties are granted on any one of the violations alleged in the
5 Action, the total penalties exposure for the eligible pay periods could be approximately \$3,763,800
6 (369 employees x \$100 x 102 pay periods between 8/27/2021 to 8/13/2023)
7

8 54. Plaintiff calculated GTS' PAGA exposure using a hundred percent (100%)
9 violation rate based on the average number of pay periods worked per employee (102) during the
10 PAGA time period from August 27, 2021 through August 13, 2023. Multiplying the PAGA
11 exposure by the number of alleged violations under the PAGA theories of recovery (7) gives
12 potential civil penalties of \$0 to \$26,346,600.

13 55. Finally, Plaintiff claim - and GTS deny - that GTS are liable for wage statement
14 civil penalties for violating Labor Code § 226(a). Plaintiff contend that, based on the sample data,
15 GTS failed to accurately record hours worked by putative class members and, as a result, issued
16 wage statements that failed to state accurate number of hours worked, thereby triggering wage
17 statement penalties. GTS failed to pay premium pay for missed meal and rest breaks, therefore the
18 gross and net wages were not recorded accurately on paystubs. Plaintiff calculate GTS' total
19 exposure as to the claim for wage statement penalties to be approximately \$3,763,800 (369
20 employees x (\$100 violation) x 102 pay periods)

21 56. Plaintiff also recognized the risk that any PAGA award could be significantly
22 reduced. Many of the causes of action brought were duplicative of the statutory claims such as
23 violations of California Labor Code §§ 226, 226.7, 510, 512(a), 1194, 1198 and 2802. Thus, the
24 maximum penalties for each pay period are not justified. It was indeed arguable whether the Court
25 would award the maximum penalties under the law. Thus, allocating \$10,000 to PAGA civil
26 penalties was reasonable based on a rate of \$0.57 per pay period [(\$10,000 DIVIDED by (102 pay
27 periods in PAGA Timeframe * 369 = 37,638 pay periods) = \$0.265], given the fact that GTS are
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also paying an additional \$335,000 in the Class settlement. Where PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable.

57. Excluding the PAGA penalties, which could be completely discretionary, for the reasons stated the total estimated potential exposure, assuming certification and prevailing at trial, would be approximately \$8,680,980.00

Category	Potential Exposure	Certification Risk	Merits Risk	Max Exposure
Rest Break (56,760 pay periods X \$22.00 (1 rest break per workweek))	\$1,248,720	75%	75%	\$78,045
Meal Break (56,760 pay periods X \$22.00 (1 rest break per workweek))	\$1,248,720	55%	55%	\$252,865.80
Unpaid Overtime Wages (636 class members) (\$33.00 per hour *.5 hrs per workweek * 56,760)	\$936,540.00	90%	90%	\$9,365.40
Unpaid Minimum Wages for Off-the- Clock Work (636) (\$22 per hour * .5 hrs per workweek * 56,760))	\$624,360	90%	90%	\$6,243.60
Unpaid Minimum Wages for Off-the- Clock Work Liquidated damages	\$624,360	90%	90%	\$6,243.60
Waiting Time Penalty (267 Former Employees X \$5,280.00)	\$1,409,760.00	60%	60%	\$225,561.16
Wage Statement Penalty (\$4,000 to	\$2,544,000	55%	55%	\$769,560

each of 636 class members)				
Bonus Claims (\$50.00 to each 636 class member)	\$31800	90%	90%	\$318.00
Reimbursement Risk (Fuel/Mileage/phone) (\$20.00 for each of 636 class members)	\$12,720	75%	50%	\$1,590.00
	\$8,680,980.00			\$1,349,792.56

58. Of the settlement fund of \$179,250.00 (After Administration Costs, Attorney Costs, Attorney Fees, PAGA and Enhancement Award), there are approximately 267 former employees who will receive \$100.00 for waiting time penalties which would leave a remainder of \$152,550 ($\$179,250 - \$26,700$ (267 class members * \$22 per hour * 8 hours * 30 days = \$26,700) = \$152,550).

59. All current and past employees will receive \$100 for any claims related to wages & bonus claims, inaccurate pay statements and reimbursement claims ($\$152,550 - \$63,600 = \$88,950$).

60. All current and past employees will receive a pro rata share of the \$88,950 divided by 56760 workweeks for missed meal and rest breaks.

61. Each class member will have received \$1.57 per workweek (Pro-rata share of remaining amount) for each workweek they worked for claims related to missed rest and meal breaks. Therefore, the payments will range from 1 workweek payment of \$1.57 to up to \$488.27 if they worked up to 311 workweeks in the class period (8/27/2017 to 8/13/2023).

62. The range is determined by the following formula (\$100 for waiting time penalties + \$100 wages, bonus, inaccurate pay statements and reimbursement claims + \$1.57 for each work week they worked) Therefore the range of payment to the class will be between \$201.57 to \$689.84.

63. Plaintiff apply a seventy five percent (75%) certification risk and 75% merits risk discounts for rest break exposure. Defendant claim that they have always posted the relevant

1 California Industrial Welfare Commission Wage Order providing class members with the notice
2 of the right to take rests breaks for shift in excess of 10 hours and there is no evidence that
3 Defendant deterred Class Members from reading the Wage Order. "Various district courts in
4 California have held . . . that employers fulfill their duty [to provide meal periods] by posting
5 the relevant IWC Wage Order at the employee's work location and need not inform individual
6 employees of their right to take second meal breaks." *Perez v. Performance Food Grp., Inc.*,
7 2017 U.S. Dist. LEXIS 232637, 2017 WL 6940526, at *7 (C.D. Cal. Dec. 15, 2017); *see also*
8 *Nguyen v. Baxter Healthcare Corp.*, 2011 U.S. Dist. LEXIS 141135, 2011 WL 6018284, at *6-
9 7 (C.D. Cal. Nov. 28, 2011) (finding employer's policy lawful because it posted the IWC Wage
10 Order in its lunchroom and "no evidence that [plaintiff] was somehow deterred from reading the
11 Wage Order" was presented). Moreover, Defendants did not go over their rest break policy with
12 employees. Defendants also did not have a policy to pay employees rest period premiums. For
13 these reasons, Class Counsel believes seventy five percent (75%) certification risk discounts are
14 justified. However, Defendant may produce evidence and testimony that employees were over
15 compensated during the day and received paid meal breaks. Furthermore, nearly 50% of the
16 sample size of payroll from 2019 & 2020, the Class Members did record the number of hours
17 they worked. Defendants will contend that Class Members if they were undercompensated for
18 hours worked or rest breaks it was due to not properly recording their hours.

20 64. Plaintiffs apply a fifty percent (55%) certification risk and 55% merits risk
21 discounts for meal break exposure. The payroll records show a "lunch deduct" specific to time
22 entries for employees working on the fabrication floor. For fabrication employees, the company
23 did not track start/stop times for lunch as all work ceased. (See IWC Wage Order 1, Section
24 7(A)(3). GTS claims it has always provided at least 1 meal break per shift because all production
25 ceases and the class members take meal breaks at the same designated time. GTS's
26 Administrative/Office employees have always recorded meal period times. However, as of
27 March 2021, GTS began tracking clock in/out for all meal periods for all workers including for
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1 shifts of excess of 10 hours. Defendant claim that they have always posted the relevant
2 California Industrial Welfare Commission Wage Order providing class members with the notice
3 of the right to take meal breaks for shift in excess of 10 hours and there is no evidence that
4 Defendant deterred Class Members from reading the Wage Order. Class Counsel believes this
5 justifies additional fifty percent (55%) merits risk discounts.
6

7 65. For unpaid overtime wages, Class Counsel believes a ninety percent (90%)
8 certification risk and a ninety percent (90%) merits risk discount are justified. Employees
9 workload required long hours but were required to clock all hours. Plaintiff contends hours
10 related to travel between the two locations and for companywide meetings were not always
11 properly recorded and very employees worked at both locations. Plaintiff contends due to
12 production deadlines and requirements, the supervisors and managers should have known that
13 Class Members hours were not being properly accounted for and paid. To prevail on a claim for
14 off-the-work work, Plaintiff must prove that Defendant knew or should have known that
15 Plaintiff was working off-the clock. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th
16 1007, 1051-52 (CA. 2012). GTS contends that it had no reason to know of off the clock work
17 because there were no complaints of off the clock work and each of its two factories had time
18 clocks. Further, GTS contends there is more likely to be overpayment as prior to March 2021
19 employees would regularly record they worked shifts of 8 hours every day when in fact their
20 hours were less 8 hours. Moreover, GTS contends that the requirements for a bonus were never
21 met and therefore, Class Members' overtime rate did not increase by earning a bonus.

22 66. Plaintiff apply a ninety percent (90%) certification risk and 90% merits risk
23 discounts for unpaid bonus exposure. GTS pays two types of bonuses, a year end discretionary
24 bonus and a quarterly safety bonus. There was also a one-time bonus paid in Sep 2022 for the
25 company's 16th anniversary. The safety bonus was rarely paid out during the class period as the
26 criteria have not been met. Therefore, Labor Code violation based upon nonpayment is unlikely
27 lead to class certification and the merit risks are high.
28

1 67. Plaintiff apply a ninety percent (90%) certification risk and 90% merits risk
2 discounts for minimum wage and liquidated damages exposure. If an employer fails to pay an
3 employee at least the minimum wage, then the employee can recover the total in unpaid
4 minimum wages, plus an additional penalty of “liquidated damages” in an amount equal to the
5 minimum wages owed. Defendants may be able to show that whether Class Members worked
6 off the clock hours and were not paid (minimum wages violation) is an individualized inquiry
7 and Class Members that logged all their hours were paid for all hours worked. Class Counsel
8 believes this defense justifies a ninety percent (90%) certification risk. In addition, Defendants
9 may be able to show a number of employees tracked and reported their hours and were paid the
10 correct amount. The liquidated damages amount equal to the amount of unpaid wages not paid
11 at minimum rate of pay would be subject to the same defenses. For these reasons, Class Counsel
12 believes a ninety percent (90%) discount due to risk on the merits is justified for both the
13 minimum wage claims and liquidated damages penalty
14

15 68. Plaintiffs’ § 203 claim for waiting time penalties is based on Plaintiff’s claims
16 for unpaid wages, time worked off-the-clock, and missed rest and meal breaks. If Plaintiff’s
17 prevail on at least one of these underlying claims, waiting time penalties would result unless
18 Defendant had a good faith legal dispute. However, Defendant may argue that any failure to pay
19 wages due and owing to employees in a timely manner was not “willful” under Labor Code §
20 203 and was instead a mistake made in good faith. For these reasons and the reasons explained
21 in the previous sections especially about Defendant posting the applicable Wage Order, Class
22 Counsel believes a sixty percent (60%) certification risk and sixty percent (60%) risk on the
23 merits are justified.

24 69. Finally, Plaintiffs’ § 226(a) claim for wage statement penalties is based on
25 Defendants’ failure to maintain accurate records. Defendants failed to accurately record hours
26 worked by putative Class Members and subsequently issued wage statements that failed to
27 accurately state the numbers of hours worked in violation of the California Labor Code.
28

1 However, Defendants' error most likely did not affect all employees. In addition, Defendants
2 may argue that its failure to provide accurate wage statements was not "knowing and
3 intentional" under Labor Code § 226(a). Therefore Class Counsel believes a fifty-five percent
4 (55%) certification risk and fifty-five percent (55%) risk on the merits are justified.

5 70. The proposed Class is ascertainable and numerous as to make it impracticable to
6 join all Class Members, and there are common questions of law and fact that predominate over
7 any questions affecting any individual Class Member. Plaintiffs' claims are typical of the claims
8 of the Class Members, and Class Counsel will fairly and adequately protect the interests of the
9 Class. Further, prosecution of separate actions by individual Class Members would create the
10 risk of inconsistent or varying adjudications, and a class action is superior to other available
11 means for the fair and efficient adjudication of the case. As discussed below, this case is
12 amenable to class certification.

13 71. The Action involves 636 Class Members. Class is sufficiently numerous. Further,
14 all Class Members can and will be identified by Defendants to the Settlement Administrator
15 through a review of Defendants' employment records concerning hourly-paid and non-exempt
16 employees employed by Defendants within the State of California during the Class Period.

17 72. Plaintiff Estrada assert that common issues of fact and law predominate as to each
18 of the claims alleged by him. All Class Members during the Class Period were subject to the
19 same or similar employment practices, policies, and procedures. All of Plaintiff Estrada's claims
20 surround Defendants' common practice and scheme of failing to maintain compliant rest and
21 meal break policies, compensation for those rest & recovery time and failing to fully and
22 properly compensate employees, infer alia, for non-compliant rest and meal breaks, off-the-
23 clock work for overtime and minimum wages, failure to reimburse expenses, and associated
24 wage statement and waiting time penalties.

25 73. Specifically, as stated earlier, Defendants' meal and rest break policies do not
26 comply with binding precedent, and Defendants did not have a policy to pay premium pay for
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1 meal and rest break violations. As a result, all of the Class Members, including Plaintiff Pena,
2 were uniformly not paid for all of the hours they worked for Defendants during the Class Period.

3 74. Plaintiff Estrada was a non-exempt employee. Plaintiff Estrada alleged that they
4 and the Class Members were employed by the same company and injured by Defendants'
5 common policies and practices related to rest and meal breaks, uncompensated off-the-clock
6 work, unpaid wages, untimely paid wages, and inaccurate wage statements. Plaintiff Estrada
7 seeks relief for these claims and derivative claims on behalf of all Class Members. Thus,
8 Plaintiff's claims arise from the same employment practices and are based on the same legal
9 theories as those applicable to the other Class Members.
10

11 75. Plaintiff Estrada has proven to be adequate Class Representative. He has
12 conducted himself diligently and responsibly in representing the class in this litigation, he
13 understands his fiduciary obligations, and he has actively participated in the prosecution of this
14 case. Plaintiff Estrada has spent time in meetings and conferences with counsel to provide
15 counsel with a complete understanding of his work environment and requirements. Further,
16 Plaintiff Estrada does not have any interest that is adverse to the interest of other Class Members.
17 Moreover, proposed class counsel is adequate to represent the class.

18 76. The proposed Settlement is the product of serious, informed, non-collusive
19 negotiations, has no obvious defects, does not improperly grant preferential treatment to the
20 Class Representative or segments of the Class and falls within the range of fair and reasonable
21 settlements. believe that this non-reversionary settlement is in the best interests of the Class as
22 fair, reasonable, and adequate. Therefore, I recommend approval of the Settlement.

23 77. The Settlement calls for the payment of up to \$120,750.00 for the Attorney Fee
24 Award. This request is fair, reasonable, and adequate to compensate Class Counsel for the
25 substantial work they have put into this case and, moreover, the risk they assumed by taking it
26 in the first place.

27 78. Plaintiff will also seek the Court a \$5,000 service award to Plaintiff.
28

1 79. Plaintiff's counsel will request, and Defendant and its counsel will not oppose, a
2 Class Representative Enhancement payment to Plaintiff Estrada in the amount of up to Five
3 thousand dollars (\$5,000.00), in addition to whatever payment he is otherwise entitled to receive
4 as a Class Member.

5 80. The Motion for Preliminary Approval shall ask for Ten-thousand Dollars
6 (\$10,000.00) for a PAGA award to the State of California and up to \$13,000.00 dollars for
7 claims administration and handling. The Net Settlement Amount available to the Class Members
8 for Distribution is the Gross Settlement less payment of (1) Plaintiff's Attorney's Fees; (2)
9 Plaintiff's Costs; (3) Enhancement Payment to Plaintiff; (4) PAGA Penalties; and (5) Claims
10 Administration Costs. The parties further agree that the settlement payments shall be mailed to
11 participating class members no later than thirty (30) days after the order granting final approval
12 or the settlement becomes final.

13 81. I have practiced law in Northern California since December of 2000, with the
14 vast majority of my time focused solely on the prosecution of employment and wage and hour
15 litigation. I am aware that the common and acceptable rate for contingency representation in
16 wage and hour class action litigation is normally forty percent (40%) before trial, with the range
17 being from thirty-three and one-third percent (33.3%) up to fifty percent (50%),

18 82. The Attorney Fee Award is intended to reimburse Class Counsel for all
19 uncompensated work that they have already done and for all the work they will continue to do
20 in carrying out and overseeing the notification of the Class Members, communication with Class
21 Members regarding the proposed Settlement, and administration of the Settlement if the
22 Settlement is preliminarily approved. Class Counsel took this case on a contingent fee basis
23 against a business represented by a reputable defense firm. When we take contingent fee-based
24 cases, we must pay careful attention to the economics involved. Accordingly, when taking these
25 cases, we anticipate that we Shall, if successful, receive a fee that exceeds our normal hourly
26 rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number
27
28

1 of hours in a day is limited. Therefore, when we take on one particular matter, we are unable to
2 take on other matters. When Class Counsel became involved in this case, we realized the time
3 commitment that it would entail, and we were forced to turn down matters that we otherwise
4 could have handled. We were forced to do so because of the thorough factual investigation and
5 development this case required. In sum, this case claimed a significant portion of Class Counsel's
6 time and attention throughout its pendency. As fully detailed in the Declaration of Lindsay
7 Romo, the Administration Costs incurred by Simpluris pursuant to performing its duties as
8 Settlement Administrator are calculated to be \$10,499.00

9
10 **LITIGATION COSTS AND EXPENSES INCURRED BY Class Counsel**

11 83. The Ladva Law Firm has incurred \$17,000 in costs and litigation expenses. These
12 expenses were reasonable and necessary in the prosecution of this class action.

13 **CLASS REPRESENTATIVE ENHANCEMENT PAYMENT AND**
14 **REPRESENTATIVE PLAINTIFF ENHANCEMENT PAYMENT**

15 84. The Settlement also provides that Plaintiffs request final approval by the Court
16 for a Class Representative Enhancement Payment in the amount of \$ 5,000 to Plaintiff for their
17 time and effort serving as the Class Representative and Representative Plaintiff. The Class
18 Representative Enhancement Payment requested is fair and appropriate. The Class
19 Representative and Representative Plaintiff have spent time and effort in producing relevant
20 documents and past employment records, as well as providing the facts and evidence necessary
21 to prove the allegations. The Class Representative and Representative Plaintiff were available
22 whenever Class Counsel needed them and actively tried to obtain information that would benefit
23 the Class. Accordingly, it is appropriate and just for the Class Representative and Representative
24 Plaintiff to receive a reasonable Class Representative Enhancement Payment and Representative

25 85. Plaintiff Enhancement Payment in addition to their shares of the Individual
26 Settlement Share for their services on behalf of the Class Members.

27 86. **WORK PERFORMED BY CLASS COUNSEL**
28

1 87. Prior to the filing of the Case and continuing over the duration of the Case, Class
2 Counsel conducted a thorough investigation of the factual and legal issues. The investigation
3 entailed, among other things, the exchange of information pursuant to formal and informal
4 discovery. Plaintiffs propounded an initial set of discovery including special interrogatories,
5 form interrogatories, and requests for production of documents. Pursuant to informal discovery
6 and in preparation for early mediation, Plaintiffs received, among other things, the following
7 information and evidence with which to properly evaluate the claims: (I) Plaintiff's personnel
8 records; (2) Class Members' demographic information (e.g., information bearing on the class
9 size); (3) employee handbooks and procedure manuals regarding, e.g., timekeeping and payroll
10 policies and meal and rest breaks; and (4) a sample of Class Members' time and payroll records
11 for the relevant period. Using this information, Class Counsel was able to determine: (i) the
12 average hourly rate of pay for Class Members; (ii) the total approximate number of former and
13 current employees who worked during the Class Period; (iii) the total approximate number of
14 Class Members employed during the Private Attorney General Act of 2004 ("PAGA")
15 Timeframe; and (iv) the total approximate number of shifts worked by all Class Members during
16 the Class Period.
17

18 88. During the litigation, the Parties analyzed numerous documents either produced
19 by Defendant or obtained by Class Counsel through other sources. Class Counsel also
20 interviewed Class Members who worked for Defendant during the Class Period, who apprised
21 Plaintiff of their experiences working for Defendant. This enabled Class Counsel to determine
22 the extent and frequency of Labor Code violations, as well as learn more about the day-to-day
23 circumstances giving rise to the alleged violations.

24 89. The documents analyzed by Class Counsel provided a critical understanding of
25 the nature of the work performed by Class Members and Defendant's policies and procedures.

26 90. They were used in analyzing liability and damages issues in connection with all
27 phases of the litigation, and ultimately with the mediation process. Overall, Class Counsel
28

1 performed an exhaustive investigation into the claims at issue, which included: (1) determining
2 Plaintiff's suitability as a putative Class Representative and Representative Plaintiff respectively
3 through interviews and analyses of their employment files and related records; (2) evaluating all
4 Plaintiff's potential claims; (3) researching similar wage and hour class actions to the claims
5 brought, the nature of the positions, and the type of employer; (4) interviewing putative class
6 members to gather information about potential claims, identify additional witnesses, and obtain
7 documents; (5) propounding formal discovery; (6) analyzing Defendant's labor policies and
8 practices; (7) researching settlements in similar cases; (8) evaluating Plaintiff's claims and
9 estimating Defendant's liability for purposes of settlement; (9) drafting the mediation brief and
10 the damages analysis; (10) participating in the mediation; (11) litigating to remand the Case from
11 federal court to state court; and (12) finalizing the Settlement Agreement. The extensive
12 document and data exchanges have allowed Class Counsel to appreciate the strengths and
13 weaknesses of the claims against Defendant, as well as the benefits of the proposed Settlement.

14
15 91. After the exchange of relevant information and evidence, the Parties agreed to
16 enter private mediation to attempt to resolve the claims in the Case. On February, 2023, the
17 Parties participated in a full-day mediation with Jeffery Krivis, a respected mediator of wage
18 and hour class actions. Mr. Jeffery Krivis helped to manage the Parties' expectations and
19 provided a useful, neutral analysis of the issues and risks to both sides. Under the auspices of
20 Mr. Krivis, the Parties were eventually able to reach an agreement on settlement, the terms of
21 which were memorialized in the Settlement Agreement. At all times, the Parties' negotiations
22 were adversarial and non-collusive.

23 92. As set forth more fully in the accompanying motion, Class Counsel seeks
24 Attorney Fee Award in the amount of \$120,750 as set forth in the Settlement Agreement and
25 the Notice Packet. This percentage award is commensurate with: (1) the risk Class Counsel took
26 in commencing this action; (2) the time, effort, and expense dedicated to the case; (3) the skill
27 and determination they have shown; (4) the results they have achieved throughout the litigation;
28

1 (5) the value of the settlement they have achieved for Class Members; and (6) the other cases
2 Class Counsel have turned down in order to devote their time and efforts to this matter.

3 93. I am aware that the common and acceptable rate for contingency representation
4 in wage and hour class action litigation is normally forty percent (40%) before trial, with the
5 range being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).
6

7 94. While not necessarily required to be demonstrated because the contingent fee is
8 proper for such a settlement, Class Counsel have also incurred so many hours of work in
9 connection with this case that the fee request is also justified under a simple lodestar analysis.

10 95. Since the commencement of this matter, the total hours worked by the Ladva Law
11 Firm totals 167 hours (55 hours for Ashwin Ladva, 142.2 hours for Scott Nakama). Mr. Daniel
12 Martinez de la Vega worked a total of 128 hours on this matter. These hours do not include the
13 additional administrative oversight during the payment period as well as preparation of the final
14 report and reporting before the court regarding the final disbursement of the Settlement.

15 96. The base lodestar fee calculation, based upon the total of worked, utilizing a
16 reasonable hourly rate that is commensurate with attorneys' experience for all firms' time, is
17 \$159,380.00. The hourly rates of \$700 per hour for myself, \$450 per hour for my associate
18 Scott Nakama, and \$500 to Daniel Martinez de la Vega is commensurate with our individual
19 background and the background of our firm, training, and experience in litigating class actions,
20 and in particular, wage-and-hour matters, as outlined below. In fact, the lodestar cross-check
21 only results in a negative multiplier of 0.75 when cross-checked with the requested the work
22 performed, the risks incurred, and the contingent nature of representation, the requested fees and
23 costs are reasonable and should be awarded.

24 1. Attached as Exhibit 1 (CLASS ACTION AND PAGA SETTLEMENT
25 AGREEMENT AND CLASS NOTICE)

26 2. Attached as Exhibit 2 (Proposed Order)
27
28

1 I declare under penalty of perjury that the foregoing is true and correct, that I could testify
2 competently thereto if called upon to do so, and that I executed this Declaration on the 15th day of
3 February, 2023, in the City and County of San Francisco, California.
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9 Ashwin Ladva
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Hector Estrada (“Plaintiff”) and Glassfab Tempering Services, Inc. (“Defendant” or “Glassfab”). The Agreement refers to Plaintiff and Glassfab collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Glassfab captioned Estrada, et al. v. Glassfab Tempering Services Inc., Case No. STK-CV-UOE-2021-8051 initiated on August 27, 2021 and pending in Superior Court of the State of California, County of San Joaquin.

1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current or former non-exempt employees who worked for Glassfab in the State of California from August 27, 2021, through the date of final approval of the parties settlement agreement by the Court.

1.5. “Class” shall be defined as all current and former hourly employees who worked for Defendant in California any time or times between August 27, 2017, through the date of preliminary approval of the parties’ settlement agreement by the Court, (the “Class Period”), and excluding any persons who are currently represented by counsel and have a civil action pending, and also excluding any persons who opt-out of the class.

1.6. “Class Counsel” means Ashwin Ladva and Scott Nakama of the Ladva Law Firm as well as Daniel Martinez de la Vega of the Law Offices of Daniel Vega .

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Glassfab’s possession including the Class Member’s name, last-known mailing address, Social Security number, and the number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period between August 27, 2017, through the date of preliminary approval of the parties’ settlement agreement by the Court.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of San Joaquin.

1.16. “Glassfab” means named Glassfab Tempering Services Inc.

1.17. “Defense Counsel” means Sat Sang S. Khalsa and Patrick Crowl of Gordon Rees Scully Mansukhani LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$345,000.000 which is the total amount Glassfab agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement

Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Glassfab during the PAGA Period.

1.31. "PAGA Period" means the period from August 27, 2021, through the date of final approval of the parties settlement agreement by the Court.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's February 17, 2023, letter to Glassfab and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Hector Estrada, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: Glassfab and each of its former and present agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent companies.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On August 27, 2021, Plaintiff commenced this Action by filing a Complaint alleging class action causes of action against Glassfab for (1) Failure to Pay All Wages; (2) Failure to Timely Pay All Wages Upon Termination; (3) Failure to Afford Mandatory Breaks or Meal Periods; (4) Failure to Produce Daily Time Records in Violation of 8 CCR § 1140(7); (5) Failure to Produce Employee Documents in Violation of Labor Code § 1198.5; (6) Declaratory Relief re Violation of Labor Code § 226(B-C); (8) Declaratory Relief re Violation of 8 CCR § 11040(7); (9) Violation of California Business & Professions Code § 17200. This is the Operative Complaint.

Glassfab denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), on February 17, 2023, Plaintiff gave timely

written notice to Glassfab and the LWDA by sending the PAGA Notice.

2.3. On February 14, 2023 the Parties participated in an all-day mediation presided over by mediator Jeffrey Krivis which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, (1) Plaintiff's employment file, (2) Plaintiff's wage statements and timecards, (3) Glassfab's employee handbooks, wage and hour memos to employees and sample meal period forms in use during the PAGA and Class Periods (4) a class list, with identifying information, setting forth the number of current and former employees during the Class and PAGA periods, job positions of each current and former employee in the Class Period and the dates of employment of current and former employees in the Class Period, (5) the total workweek/pay periods during both the Class and PAGA period, and (6) the timekeeping and payroll records for each and every Class Member during the Class Period, with identifying information to allow Plaintiff's Expert to track the Class Members when conducting analysis. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are aware of one pending action, *Jose de Jesus Lepe et al., v. Glassfab Tempering Services, Inc.* (Case No. STK-CV-UOE-2022-0011961), a later filed action with duplicative claims subsumed within this settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Glassfab promises to pay \$345,000.00 and no more as the Gross Settlement Amount. Glassfab has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Glassfab.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00. Glassfab will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full

responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of 35% of the Gross Settlement Amount not more than \$120,750.00 and a Class Counsel Litigation Expenses Payment of not more than \$17,000.00. Glassfab will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Glassfab harmless, and indemnifies Glassfab, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$13,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's pay periods.

3.2.4.1. Tax Allocation of Individual Class Payments. 10 percent of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 70 percent of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and 20 percent will be allocated to interest. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees share of PAGA Penalties of \$2,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Glassfab estimates there are 636 Class Members who collectively worked a total of 56,760 pay periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Glassfab will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Glassfab has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Glassfab must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Glassfab shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Glassfab funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not

cash by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Glassfab to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Plaintiff, Class Members, and Class Counsel release all claims against all Released Parties effective upon the date of Final Approval as follows:

6.1 Plaintiff's Release.

Plaintiff unconditionally, irrevocably and absolutely releases and discharges the Glassfab and, as well as any other present or former employees, officers, agents, attorneys, affiliates, successors, owners, assigns and all other representatives of the Glassfab (collectively, "Released Parties"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that Plaintiff may now or hereafter have against the Released Parties arising from Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 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").

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Glassfab, its agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates, attorneys and parent companies, ("Released Parties") from any and all claims that were asserted in the Action, or that arise from or could have been asserted based on 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.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: 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, (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.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the

Court Rules for Preliminary Approvals.

7.1 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods (if applicable) used

to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Glassfab or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. The Administrator must, upon request by Defense Counsel, provide contact information for any Requests for Exclusion (whether valid or invalid) received.

8.8.3 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES. Based on its records, Glassfab estimates that, as of the date of this Settlement Agreement, (1) there are 636 Class Members and 56,760 Total Pay Periods during the Class period. Should the actual number of pay periods worked by the Class Members exceed

more than 10% greater than this figure (i.e. if there are 62,436 or more total pay periods) Class Counsel and Plaintiff may exercise the option to withdraw from the settlement or the Parties may agree to modify the terms of the settlement based on the changed facts.

10. RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Glassfab may elect to withdraw from the Settlement. The Parties agree that, if Glassfab withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Glassfab will remain responsible for paying all Settlement Administration Expenses incurred to that point. Glassfab must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for

new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Glassfab that any of the allegations in the Operative Complaint have merit or that Glassfab has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Glassfab's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Glassfab reserves the right to contest certification of any class for any reasons, and Glassfab reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Glassfab's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Glassfab and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) the court or counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal

government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Glassfab and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Glassfab, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Glassfab nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their

representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Glassfab in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Glassfab unless, prior to the Court's discharge of the Administrator's obligation, Glassfab makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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13.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IN WITNESS WHEREOF, the parties hereto have knowingly and voluntarily executed this Memorandum of Understanding as of the dates set forth below:

Dated: 7/27, 2023

By: Hector Estrada
Hector Estrada

GLASSFAB TEMPERING SERVICES, INC.

Dated: 7/26, 2023

By: Brian Krea
Brian Krea, Chief Operating Officer

APPROVED AS TO FORM AND CONTENT

LADVA LAW FIRM

Dated: ^{7/29/29}_____, 2023

By: Ashwin Ladva
Ashwin Ladva
Scott S. Nakama
Attorneys for Plaintiffs and the Settlement Class

GORDON & REES SCULLY
MANSUKHANI, LLP

Dated: 7/26, 2023

By: Sat Sang S. Khalsa
Sat Sang S. Khalsa
Attorneys for Defendant
GlassFab Tempering Services, Inc.

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.

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 _____); 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 _____) ("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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____. 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 _____ workweeks during the Class Period and you worked _____ 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 _____	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 _____	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 _____ Final Approval Hearing The Court's Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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 _____	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 _____. See Section 4 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	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 _____. 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 _____, 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 _____ 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 _____ (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 _____ 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 _____, 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 _____, 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 _____ days before the _____ 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 _____ <https://www.simpluris.com/case-search/> _____ or the Court's website _____ <https://www.sjcourts.org/case-management-search/> _____.

The deadline for sending written objections to the Administrator is _____. 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 _____ 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 _____ at _____ in Department 7 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 _____ <https://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

Other 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: 415-704-5067

Settlement Administrator: Simpluris

Name of Company: Simpluris

Mailing Address: P.O. Box 26170 Santa Ana, CA 92799

Telephone: 888-369-3780

Email: CaseSupport@Simpluris.com

Fax Number: (714) 824-859

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 the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

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.

EXHIBIT 2

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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.**

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).
13
14

15 The Court appointed, for settlement purposes, Scott Nakama, Ashwin Ladv 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.
18

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
28

1 explanation of the procedures to exercise that right; and (g) the date, time, and location of the Final
2 Approval Hearing.

3 Thereafter, Plaintiff filed a Motion for Final Approval of Class Action Settlement. This motion is now
4 before the Court. The Court, upon Notice having been given in conformance with the Preliminary
5 Approval Order, and having considered the proposed Settlement, as well as all papers filed, hereby

6 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**
7

8 1. This Court has jurisdiction over the subject matter of the action and over all Parties to the action,
9 including all members of the Settlement Class.
10

11 2. The Settlement Class, defined as all current and former non-exempt employees who worked for
12 Defendant, within the State of California, from August 23, 2017 through the date of final approval, is
13 properly certified as a Class for settlement purposes only pursuant to California Code of Civil Procedure
14 § 382 in that: (a) the Class is so numerous that joinder is impractical; (b) there are questions of law and
15 fact that are common, or of general interest, to the Class, which predominate over any individual issues;
16 (c) Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff and Plaintiff's counsel will fairly
17 and adequately protect the interests of the Class; and (e) a class action is superior to other available
18 methods for the fair and efficient adjudication of the controversy.
19

20 3. The Notice provided to the Settlement Class conforms with the requirements of California Code
21 of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States
22 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
23 circumstances, by providing individual notice to all Class Members who could be identified through
24 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
25 forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.
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27
28

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

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

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

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

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

1 9. First, the Court recognizes there are real risks to Plaintiff's and the Class if they were to proceed
2 with the litigation.

3 10. Second, the risk and expense of further litigation supports the reasonableness of the Settlement.
4 For example, the Court recognizes that Plaintiff's ability to prove damages on a class wide basis at trial
5 would be an expensive, time-consuming, and uncertain proposition.
6

7 11. Third, there are real risks that a Class would be not be certified absent this settlement. The
8 Net Settlement Fund of \$184,251.00 available to pay Class Members was determined by subtracting the
9 Class Counsel's Fees (\$120,750.00), Class Counsel's Litigation Costs (\$17,000.00), Named Plaintiff
10 Service Award (\$5,000.00), PAGA LWDA payment (\$7,500.00), and the Administration Costs
11 (\$10,499.00) from the Maximum Settlement Amount (\$345,000.00).
12

13 12. After these expenses, the Class will have received \$184,251.00. The average payout per class
14 members would be \$337.46.
15

16 13. Fourth, the Settlement was reached based on extensive investigation and informal discovery,
17 including expert analysis of pertinent time and payroll data and other records for the Class.
18

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

21 15. Finally, the reaction of the Class to the Settlement is positive. The Class consists of 542 non-
22 exempt employees, but only a single Class Member has objected to the Settlement. Only one person
23 opted-out of the Settlement.
24

25 16. In sum, based on consideration of the foregoing factors, and the Court's familiarity with the
26 litigation, the Court finds that the Settlement is in all respects fair, reasonable, and adequate, is in the best
27 interest of the Class, and it is hereby finally approved.
28

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

3 18. In addition to any recovery that Plaintiff may receive as a Settlement Class Member under the
4 Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, and their broad general
5 release against Defendant, the Court hereby approves the payment of a class representative service award in
6 the amount of \$5,000 Plaintiff Pena.
7

8 19. The Court also approves the payment of attorneys' fees to Class Counsel in the amount of
9 \$120,750.00 and reimbursement of reasonable litigation expenses in the amount of \$17,000.00.
10

11 20. With respect to attorneys' fees, the Court approves the amount of \$120,750 based on a percentage
12 of the recovery method. See *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503 ("when
13 class action litigation establishes a monetary fund for the benefit of class members, and the trial court in
14 its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of
15 a reasonable fee by choosing an appropriate percentage of the fund created."). The Gross Settlement
16 Amount represents a true common fund, as Defendant are obligated to pay this entire amount, and no
17 portion of the Gross Settlement Amount will revert to Defendant. In addition, the Court finds that
18 \$120,750.00, which represents thirty-five percent of the Gross Settlement Amount, is reasonable and
19 appropriate. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 n.13 (Empirical studies
20 show that, regardless whether the percentage method or the lodestar method is used, fee awards in class
21 actions average around one-third of the recovery."); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43,
22 66 n.11 (recognizing that fee awards in class actions average around one-third of the recovery).
23
24

25 21. Cross-checking the reasonableness of this amount against Class Counsel's lodestar further
26 supports the reasonableness of the attorneys' fees award. See *Laffitte*, 1 Cal.5th at 506 (trial courts have
27 "discretion to conduct a lodestar cross-check on a percentage fee."). Based on Class Counsels' lodestar
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 \$17000.00 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 and \$17,000.00 in litigation costs to be paid to Class Counsel pursuant to the terms of the Settlement
10 Agreement.
11

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

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

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

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

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

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

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

11 30. This Final Order and the Settlement Agreement (including the exhibits thereto) may be filed in
12 any action against or by any Released Party to support a defense of res judicata, collateral estoppel,
13 release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
14 preclusion or similar defense or counterclaim.
15

16 31. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).
17 This Judgment is intended to be a final disposition of the above captioned action in its entirety, and is
18 intended to be immediately appealable. The Judgment shall bind each Settlement Class Member who has
19 not opted out of the Settlement and shall operate as a full release and discharge of the Released Claims
20 against the Released Parties as set forth in the Agreement. All rights to appeal the Judgment have been
21 waived. The Judgment and this Final Approval Order shall have res judicata effect and bar all Settlement
22 Class Members who have not opted out of the Settlement from bringing or maintaining any action
23 asserting Released Claims under the Agreement.
24
25

26 **Court's Continuing Jurisdiction**

27 32. The Court will set a compliance hearing after the completion of the distribution process and the
28 expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP

1 384(b) and to submit a summary accounting how the funds have been distributed to the class members
2 and the status of any unresolved issues.

3 33. The court is retaining jurisdiction over the parties for purposes of enforcement of the judgment.
4

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

11 35. An Order Showing Cause for final compliance is set for _____. The Plaintiff is to file a
12 Declaration regarding compliance to the court at least 5 days prior to the Order to Show Cause date.
13

14 **IT IS SO ORDERED.**
15

16 DATED: _____

Hon.
Judge of the Superior Court