

1 **Ashwin ladva, Esq. (SB# 206140)**
2 **Scott S. Nakama, Esq. (SB# 296732)**

3 **LADVA LAW FIRM**
4 530 Jackson St., 2nd floor
5 San Francisco, CA 94133
6 Telephone: (415) 296-8844
7 Fax: (415) 296-8847
8 ladvalaw@gmail.com
9 snakama@ladvalaw.com

10 **Daniel Martinez de la Vega, Esq. (SB# 255885)**

11 **LAW OFFICES OF DANIEL VEGA**

12 201 Spear Street, Suite 1100
13 San Francisco, CA 94105
14 Telephone: (415) 287-6203
15 Fax: (415) 704-5067
16 dvega@vegalawyer.com

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

18
19
20
21
22
23
24
25
26
27
28
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

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

1 **TO ALL PARTIES:**

2

3

1. A judgment, decree, or orders were entered in this action on: October 13, 2023

4

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

5

6

7

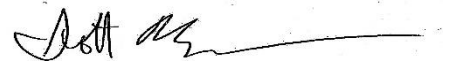
8

Dated: October 13, 2023

LADVA LAW FIRM

9

10



11

12

Scott S. Nakama
Attorney for
Plaintiff

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT 1

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

Filed OCT 13 2023
 STEPHANIE BOHRER, CLERK
 By Giechty DEPUTY

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

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

13 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SAN JOAQUIN

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

18 vs.

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

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

~~PROPOSED ORDER~~ FOR MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT

Hearing Date: 10/13/23
 Hearing Time: 9 AM
 Judge: 10A

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

SEP 12 2023

1 **PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT** came
2
3 on for hearing on _____, before the Honorable **GEORGE J. ABDALLAH**, Judge of the
4 Superior Court of the State of California, County of San Joaquin, in Department 10A ("the
5 Court"). Based on a review of the record in this matter, including the papers filed by the parties
6 and the arguments of counsel at the hearing on this motion, the Court hereby FINDS AND
7 ORDERS as follows:

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

23 2. WHEREAS, Defendants deny all of Plaintiff's allegations, and further deny that this
24 Action is appropriate for class treatment;

25 3. WHEREAS, Defendants contend that it complied at all times with the California
26 Labor and Business and Professions Codes and with all other applicable state and federal wage and
27 hour laws and regulations;

1 4. WHEREAS, Plaintiff, the putative class, and Defendants have been represented in
2 the Action by experienced and qualified attorneys;

3 5. WHEREAS, Plaintiff asserts that his counsel has conducted significant relevant
4 discovery relating to Plaintiff's allegations in the Action, to which Defendants fully responded.

5 6. WHEREAS, following arms-length negotiations with respect to the merits of each
6 party's claims and defenses, the Parties reached a settlement of the Action during mediation with
7 Jeffrey Krivis, Esq, embodied in a written agreement (the "Settlement Agreement and Release,
8 which is subject to the Court's approval and determination by the Court as to its fairness,
9 reasonableness, and adequacy;

10 7. Now, upon reviewing the terms of the Settlement Agreement and Release
11 ("Settlement Agreement") and the matter having come before the Court for hearing, it is hereby

12 **ORDERED, ADJUDGED, AND DECREED** as follows:

13 **I. BASIC TERMS OF THE SETTLEMENT**

14 The Settlement Agreement, attached as Exhibit 1 to the Declaration of Ashwin Ladva

15 In Support of Plaintiff's Motion For Preliminary Approval Of Settlement Agreement,
16 Defendant will pay a total amount of \$345,000.00 ("Settlement Sum"). Defendant's payments of
17 the balance of the Settlement Sum shall settle all pending issues between the Parties, including,
18 but not limited to, payment of all class claims, employee and employer payroll taxes on these
19 payments, class counsel's fees and costs, administrative costs, and any incentive award. Each class
20 member, and all payroll taxes or other usual deductions on his or her share of the settlement, will
21 be paid from the Settlement Sum after the Court-approved attorneys' fees and costs and incentive
22 award are subtracted from the Settlement Sum. Class counsel's fees and costs will be in an amount
23 to be determined by the Court, but not to exceed \$120,750.00 for attorney fees, \$17,000 in costs,
24 \$13,000.00 of which will be used to pay the third party administrator and a \$10,000 allocation to
25 the PAGA claims. The incentive payment for Plaintiff's service as class representative will be in
26 an amount to be determined by the Court, but not to exceed \$5,000.00.
27
28

1 In return, the Parties agree that the Class Members, include but are not limited to any
2 current or former employees since August 27, 2017, through the date of preliminary approval of
3 the parties' settlement agreement by the Court. Defendant will release all claims against Plaintiff
4 and each Class Member solely related to initiating, prosecuting or participating in this lawsuit.

5 **II. PRELIMINARY APPROVAL OF SETTLEMENT**

6 The Court finds that the proposed Settlement Agreement (1) resulted from arms-length
7 negotiations, and (2) appears sufficiently fair, reasonable, and adequate on its face to warrant
8 notice thereof to the members of the class and a final fairness hearing.

9 **III. APPROVAL OF THE SETTLEMENT CLASS**

10 Based on the foregoing, and for good cause shown, the Court concludes that the following
11 class should be certified only for the purposes of this settlement (the "Settlement Class"):

12 1. All hourly, non-exempt individuals employed by Defendant in California at anytime
13 from August 27, 2017, through the date of preliminary approval of the parties' settlement
14 agreement by the Court;

15 2. Legal successors-in-interest (such as conservators, executors, administrators, or
16 guardians) of any employee described in paragraph 1, above; and

17 3. Heirs of any employee described in paragraph 1, above, who has died and who does not
18 have a legal successor-in-interest as defined in paragraph 2, above

19 **IV. APPROVAL OF CLASS NOTICE**

20 **A. Manner of Giving Notice**

21 Given the small size of the Settlement Class, the Court finds that mailed notice is the best
22 practicable notice to the class and reasonably calculated, under the circumstances, to apprise all
23 Settlement Class members of the relevant facts regarding this settlement and its consequences,
24 including the right to opt out and the right to object. In sum, the Court finds that such manner of
25 giving notice is reasonable; that it constitutes due, adequate and sufficient notice to all persons
26 entitled to be provided with notice; and that it meets the due process requirements of the United
27 States Constitution and complies with applicable law and with the Rules of the Court.
28

1 **B. Form of Notice**

2 On the same basis, the Court hereby approves the form of notice and envelope attached
3 hereto as part of the Settlement Agreement for use in the mailing to Settlement Class members.

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

7 Using best efforts to perform as soon as possible, and in no event later than 14 days after
8 receiving the Class Data, the Administrator will send to all Class Members identified in the Class
9 Data, via first-class United States Postal Service

10 Not later than 3 business days after the Administrator's receipt of any Class Notice
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
12 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
13 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
14 most current address obtained.

15 **V. PROCEDURE FOR FINAL FAIRNESS HEARING**

16 **A. Final Fairness Hearing**

17 The Court shall conduct a hearing ("Final Fairness Hearing") to determine; (a) whether the
18 settlement of the Action on the terms agreed should be approved as fair, reasonable, and adequate;
19 (b) whether judgment should be entered pursuant to the terms of the Settlement Agreement; and
20 (c) the appropriate amount of any incentive payment to the Class Representative and payment of
21 attorneys' fees and reimbursement of costs to Class Counsel. The Final Fairness Hearing shall
22 commence at 9 a.m. on Feb. 14, 2024, in Department 10A of the Superior Court of the State
23 of California, County of San Joaquin.

24 **B. Administration of Class Notice Process**

25 1. Plaintiff shall promptly use Simpluris, as the Claims Administrator for the purpose of
26 serving notice on the Settlement Class members in accordance with this Order and processing the
27
28

1 responses thereto. The costs of the Claims Administrator will be paid by Plaintiff, and will be
2 financed by the funds from the Settlement Sum.

3 2. Defendant, within 30 days of the court's order granting preliminary approval for the
4 Class Settlement, shall promptly provide the Claims Administrator with the Settlement Class
5 members' contact information as set forth in the Settlement Agreement. Except for providing this
6 information, Defendant shall have no responsibility or liability for any aspect of the notice
7 process. It shall be the duty of the Claims Administrator to use its best efforts to ascertain the
8 identities and current mailing addresses of Settlement Class members to the extent the same
9 cannot be determined from the information supplied by Defendant.

10 3. Within 15 days of after receipt of Class Members information, Plaintiff shall cause,
11 through the Claims Administrator, the Class Notice, in both English and Spanish, to be mailed by
12 first-class mail in the prescribed envelope to all Settlement Class members.

13 4. In the event any mailed class notice is returned as undeliverable, the Claims
14 Administrator shall take all reasonable steps to locate the addressee and shall promptly send a new
15 class notice to the new address via first-class mail in the prescribed envelope.

16 5. The Claims Administrator shall communicate regularly with Class Counsel and counsel
17 for Defendants regarding the status of its administration of the process leading to the Final
18 Fairness Hearing, including without limitation providing relevant information concerning each
19 item of returned mail and each inquiry and request for exclusion received by the Claims
20 Administrator.

21 6. Each class member shall have until _____, to serve any objections as to the
22 proposed settlement or to opt out of the class. The Claims Administrator shall give Defendants and
23 Class Counsel the names and addresses of any Settlement Class member who has opted out of the
24 settlement.

25 **C. Exclusion from the Class**

26 Any Settlement Class member who wishes to be excluded from the Settlement Class must
27 mail a written request for exclusion, as prescribed in the class notice attached as Appendix A to
28

1 the Settlement Agreement, within ninety (60) days from the date the Class Notice is mailed. Any
2 Settlement Class member who does not make a timely written request for exclusion shall be bound
3 by this and by all subsequent proceedings, orders, and judgments in this Action regarding the
4 Settlement Agreement.

5 **D. Objections to Settlement and Appearance at Final Fairness Hearing**

6 Any Settlement Class member who does not make a written request for exclusion and who
7 wishes to object to any aspect of the proposed settlement must, no later than ninety (60) days from
8 the date the Class Notice is mailed, serve on Class Counsel and Counsel for Defendant, and file
9 with the Court, a statement of each objection, including the specific reasons therefor and the
10 evidence and legal authorities supporting the objection. Settlement Class members may do so
11 either on their own or through an attorney retained at their own expense. Any Settlement Class
12 member who timely files and serves a written objection may appear at the Final Fairness Hearing,
13 either in person or through an attorney retained at that Settlement Class member's expense. Any
14 Settlement Class member who fails to comply with the provisions of this paragraph shall be
15 deemed to have waived and forfeited any rights he or she may have to appear separately and/or
16 object, and shall be bound by all the terms of the Settlement Agreement, as finally approved, and
17 by all proceedings, orders and judgments in this Action.

18 **E. Stay of Proceedings**

19 All proceedings in the Action are stayed until further order of the Court, except as may be
20 necessary to implement the settlement or to comply with the terms of the Settlement Agreement.

21 **F. Service of Papers**

22 At or before the Final Fairness Hearing, Class Counsel and Counsel for Defendant shall
23 serve on each other, and on any Settlement Class member (or his or her counsel) who has made an
24 individual appearance in this Action, any further documents in support of the proposed settlement,
25 including responses to any papers filed by Settlement Class members.

26 **G. Confidentiality**

1 All Settlement Class member information obtained by Class Counsel and the Claims
2 Administrator, shall be treated as confidential information subject to the Protective Order entered
3 by the Court. Defendant shall promptly obtain from the Claims Administrator a signed written
4 agreement to be bound by that Protective Order.

5 **H. Termination of Settlement**

6 In the event the settlement does not receive final approval or the Settlement Agreement is
7 terminated, this Order shall have no continuing force and effect.

8 In that event, the Parties and the Action shall be restored as nearly as possible to the status
9 quo ante and this Order and the Settlement Agreement and all the negotiations, statements and
10 proceedings relating to this Order and/or Settlement Agreement shall be without prejudice to the
11 rights of any of the parties.

12
13 **IT IS SO ORDERED.**

14
15 DATED: OCT. 13, 2023

16
17
18 Hon. 
19 **GEORGE J. ABDALLAH, JR.**
20 Judge of the Superior Court
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in San Francisco, California. I am over 18 years of age and I am not a party to this action. My business address is 530 Jackson Street, 2nd Floor, San Francisco, California 94113. On October 18, 2023, I served a copy of the attached:

by depositing a true copy to the following:

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 19
20
21
22
23
24
25
26
27
28

1 On October 18, 2023, I served a copy of the attached:
2

3 **PLAINTIFF'S NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S**
4 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

5 by depositing a true copy to the following:

6 CALIFORNIA LABOR AND WORKFORCE DEVELOPEMENT AGENCY ("LWDA")

- 7 ☐ BY REGULAR MAIL: I caused such envelopes to be deposited in the United
8 States mail at Oakland, California, with postage prepaid.
- 9 ☐ BY FACSIMILE: (C.C.P. § 1013(e)(f)).
- 10 ☐ BY FEDERAL EXPRESS: I caused such envelopes to be delivered by air courier,
11 with next-day service, to the offices of the addresses. (C.C.P. § 1013(c)(d)).
- 12 ☐ BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to
13 the offices of the addresses. (C.C.P. § 1011(a)(b)).

14 ☒ BY ELECTRONIC SERVICE: I caused such documents to be electronically
15 submitted on the LWDA'S website for Court Order of Judgment in PAGA Case:
16 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
17
18

19 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct and this declaration was executed on October 18, 2023 at San Francisco,
21 California.
22
23

24 

25 Scott S. Nakama
26
27
28