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**FILED**  
Superior Court of California  
County of Sacramento  
**05/24/2024**  
V. Aleman, Deputy

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8 **SUPERIOR COURT OF CALIFORNIA**  
9 **FOR THE COUNTY OF SACRAMENTO**

10 JOE HART, individually and on behalf of all  
11 other similarly situated employees,

12 Plaintiff,

13 vs.

14  
15 ALUMINUM COATING TECHNOLOGIES,  
INC., a California Corporation;  
16 BRUCE CENICEROS, an individual;  
17 ANDREA CENICEROS, an individual; and  
DOES 1 to 100, inclusive,

18 Defendants.  
19  
20

**Case No. 34-2022-00320564**

*Assigned for all purposes to Lauri A. Damrell  
Department 22*

**CLASS ACTION**

**AMENDED ~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: May 24, 2024

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 23, 2022

FAC Filed: July 29, 2022

SAC Filed: June 13, 2023

TAC Filed: August 25, 2023

Trial Date: None Set

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~~PPSD~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the  
3 above referenced case came before this Court, on March 8, 2023 at 9:00 a.m., in Department 22 before  
4 the Honorable Lauri A. Damrell, presiding. The Court issued a Minute Order on March 8, 2024,  
5 identifying several items that required further briefing and/or modifications to the proposed settlement  
6 prior to any approval being granted. Plaintiffs Clint Davidson and Patrick Wirth (“Plaintiffs”) filed  
7 supplemental briefing addressing the Court’s concerns and a further hearing was held on May 24,  
8 2024. Plaintiffs’ filed this putative class action on May 23, 2022. The operative Complaint alleges that  
9 Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros, and Andrea Cenicerros  
10 (“Defendants”) violated California law by failing to pay overtime wages, failing to pay split shift  
11 premiums, failing to provide meal and rest periods or pay premiums in lieu thereof, failing to timely  
12 pay final wages, failing to reimburse expenses, and engaging in unfair competition. Plaintiffs have  
13 also alleged Defendants are liable for a civil penalties under the Private Attorneys General Act  
14 (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs as part of this Action.  
15 Defendants denied all of Plaintiffs’ claims and denied that this case was appropriate for class  
16 treatment. No class has been certified.

17 The parties have agreed to settle the class and PAGA claims. Defendants will provide  
18 monetary consideration in exchange for a release of claims consistent with the terms of the proposed  
19 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and  
20 Release (“Agreement” or “Settlement”), which incorporates the Addendum to the Agreement and  
21 Exhibits thereto. Any capitalized terms herein shall have the same meaning as set forth in the  
22 Agreement. The Court, having received and considered Plaintiffs’ Motion for Preliminary Approval  
23 of Class Action and PAGA Settlement, the declarations in support, the Agreement, Addendum to the  
24 Agreement, the proposed Notice of Settlement, supplemental briefing, and other evidence, HEREBY  
25 ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

1 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**  
2 **CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

3 The Court finds that certification of the following class for settlement purposes only is  
4 appropriate under the California Code of Civil Procedure and related case law:

5 All individuals who have, or continue to, work for Defendants as non-  
6 exempt employees in California ~~up to the Preliminary Approval Date:~~

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8 The Court recognizes that the foregoing definition is for Class Member identification purposes  
9 only and is not intended to capture the claims at issue or limit or alter the released claims under the  
10 Agreement.

11 The Court finds that Class Members meet the ascertainability and numerosity requirements since  
12 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within  
13 the definition and the number of Class Members would make joinder impractical. The commonality and  
14 predominance requirements are met for settlement purposes since there are questions of law and fact  
15 common to Class Members. The common questions of law or fact in this case all stem from Plaintiffs'  
16 contentions that Defendants caused the violations outlined above by 1) failing to pay overtime wages  
17 and sick time at the correct rates due to Defendants' failure to incorporate the value of nondiscretionary  
18 bonuses into Class Members' regular rates of pay; 2) failing to provide all meal periods and providing  
19 late meal periods; 3) failing to provide all rest periods; 4) failing to pay Class Members for all overtime  
20 hours worked; 5) failing to reimburse Class Members for the use of their personal cellphones; and 6)  
21 failing to pay split shift premiums. The PAGA, waiting time penalty, wage statement violation, and  
22 unfair competition claims also derive from these violations. Additionally, Class Members seek the  
23 same remedies under state law. The typicality requirement for settlement purposes is also satisfied since  
24 the claims of the Class Representatives are based on the same facts and legal theories as those applicable  
25 to the class members.

26 The Court also finds that preliminarily and conditionally certifying the settlement class is  
27 required to avoid each Class Member from litigating similar claims individually. This Settlement will  
28 achieve economies of scale for Class Members with relatively small individual claims and conserve the  
resources of the judicial system.

1 The Court finds that Plaintiffs Clint Davidson and Patrick Wirth and Plaintiffs' counsel,  
2 Galen T. Shimoda and Justin P. Rodriguez of Shimoda & Rodriguez Law, PC, to be adequate  
3 representatives of the settlement class. The Court appoints them as Class Representatives and Class  
4 Counsel, respectively.

## 5 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

6 The Court has reviewed the Agreement, submitted with Plaintiffs' Motion as Exhibit A, and the  
7 Addendum to the Agreement, submitted with the Declaration of Justin P. Rodriguez in supplemental  
8 briefing as Exhibit H. The Court finds, on a preliminary and conditional basis, that the Settlement is  
9 fair, reasonable, and adequate and falls within the range of reasonableness of a settlement that could  
10 ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only  
11 after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex  
12 litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims  
13 against the risks of continued litigation. The Court also acknowledges that Class Members may present  
14 any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound  
15 by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all  
16 terms therein as if stated here in full, including the 225,000 Gross Settlement Amount.

17 The Court approves of Apex Class Action acting as the Settlement Administrator in this case  
18 and hereby appoints them to fulfill those duties as outlined in the Agreement.

19 The Court finds that an award of fees under the common fund doctrine may be appropriate in this  
20 case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits  
21 that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately  
22 traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the  
23 fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert*  
24 *Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268,  
25 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers  
26 a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's  
27 fee from the fund as a whole."). The amounts allocated under the Agreement for attorney's fees and  
28 costs, for Enhancement Payments to the Class Representatives, and Settlement Administrator Costs shall

1 be included in the Notice of Settlement to enable Class Members to review and comment thereon. The  
2 Court will consider the reaction of Class Members when evaluating the reasonableness of the requested  
3 amounts at final approval. *See In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal.  
4 2005) (“the absence of objections or disapproval by class members to class counsel’s fee request further  
5 supports finding the fee request reasonable”). Plaintiffs and Class Counsel are directed to provide  
6 information in connection with the motion for final approval that will enable the Court to assess the  
7 appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested fee  
8 percentage, and to quantify the amount of time spent by Plaintiffs on this case and any further risks  
9 and/or burdens incurred as a result of acting as Class Representatives. Class Counsel is also directed to  
10 provide an updated declaration and itemization regarding actual litigation costs incurred. The  
11 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs  
12 incurred. The Court will review these amounts and allocations in connection with the final approval  
13 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement  
14 for attorney’s fees and costs, for Enhancement Payments to the Class Representatives, and/or Settlement  
15 Administrator Costs, the difference between the amounts awarded and the amounts requested shall be  
16 added to the Net Settlement Amount for distribution to Participating Class Members pro rata as set forth  
17 in the Agreement.

18 The Court approves of the Ten Thousand Dollars (\$10,000) PAGA Payment, which shall be paid  
19 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the  
20 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and  
21 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved  
22 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement  
23 provides a recovery that creates an effective, substantial deterrent to any potential future non-  
24 compliance, furthering the purpose of the Labor Code and LWDA.

25 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any  
26 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the  
27 deadline to do so shall be paid to the California State Controller’s Unclaimed Property Fund. *See In re*  
28

1 *Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will  
2 revert to Defendants for any reason.

3 The releases and waivers for Class Members who do not opt out of being bound by the  
4 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representatives are  
5 also approved by the Court as set forth in the Agreement.

6 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,  
7 INCLUDING THE NOTICE OF SETTLEMENT**

8 The Court finds that the revised proposed Notice of Settlement submitted with the Addendum,  
9 which is attached to this Order as Exhibit 1 and incorporated by reference, fairly and adequately advises  
10 Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability  
11 to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net  
12 Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the  
13 proposed settlement, and when to appear at the fairness hearing to be conducted on the date set forth  
14 below. The Court further finds that the Notice of Settlement and proposed distribution of such notice by  
15 first class mail to each identified Class Member at his or her most recent address based on a National  
16 Change of Address database search from the Class Members' last known address and a skip trace on any  
17 Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address"  
18 comports with all constitutional requirements, including those of due process.

19 The Court also finds that because there is a strong interest in providing Class Members the  
20 opportunity to participate in the settlement, along with the Parties' efforts to minimize any intrusion to  
21 privacy rights, the sharing of employment information, including social security numbers, is not a  
22 serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide first and last  
23 name, last known mailing address, social security number, and hire and termination dates, total number  
24 of workweeks during which the Class Member performed any actual work to the Settlement  
25 Administrator only, and not to Plaintiffs or Class Counsel, in order to process this settlement as  
26 contemplated within the Agreement and approved by this Order. The Settlement Administrator shall  
27 only use this information for the purposes identified in the Agreement and shall keep this information  
28 confidential consistent with the terms of the Agreement.

1 **IV. IMPLEMENTATION SCHEDULE**

2 Accordingly, with good cause shown, the Court hereby approves and orders that the following  
3 implementation schedule be adhered to:

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5 Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
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7 Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
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10 Last day for Class Members to opt-out, submit disputes, submit written objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
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12	
13 Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
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16 Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
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20 Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
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23 Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
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Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline


**FINAL APPROVAL AND HEARING**

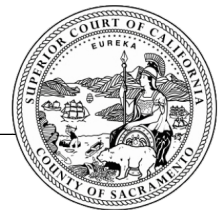
The Court hereby grants Plaintiffs’ Motion and sets final approval hearing on the proposed date of ~~September 27, 2024~~ <sup>U&A / F&G A</sup> at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may appear and present any objections at the fairness as set forth in the Agreement.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

**IT IS SO ORDERED.**

Date:           T æ / G F O E G          

  
**Lauri A. Damrell / Judge**  
 By: \_\_\_\_\_  
 Judge of the Superior Court





# Exhibit 1

CALIFORNIA SUPERIOR COURT  
FOR THE COUNTY OF SACRAMENTO

JOE HART, individually and on behalf of all other  
similarly situated employees,

Plaintiff,

vs.

ALUMINUM COATING TECHNOLOGIES, INC., a  
California Corporation;  
BRUCE CENICEROS, an individual;  
ANDREA CENICEROS, an individual; and DOES 1 to  
100, inclusive,

Defendants.

Case No. 34-2022-00320564

**NOTICE OF PROPOSED CLASS ACTION AND  
PAGA SETTLEMENT, AND HEARING DATE FOR  
FINAL COURT APPROVAL OF SETTLEMENT**

**ATTENTION:** all individuals who have, or continue to, work for Defendants as non-exempt employees in California from May 23, 2018, up to [REDACTED] (the "Class Members").

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

You are receiving this notice pursuant to an order from the Sacramento County Superior Court ("Court") granting Plaintiffs' motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Clint Davidson and Patrick Wirth ("Plaintiffs" or "Class Representatives") and Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros and Andrea Cenicerros ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**I. BACKGROUND OF THE CASE**

On May 23, 2022, Joe Hart, the former class representative, filed a Complaint against Defendants in the Sacramento County Superior Court of California on behalf of himself and Class Members. On June 12, 2023, Plaintiffs Clint Davidson and Patrick Wirth were substituted in as class representatives. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 34-2022-00320564. The Class Period is from May 23, 2018, up to [REDACTED] (the "Class Period").

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay overtime wages and sick time at the correct rates due to Defendants' failure to incorporate the value of nondiscretionary bonuses into Class Members' regular rates of pay; 2) failing to provide all meal periods and providing late meal periods; 3) failing to provide all rest periods; 4) failing to pay Class Members for all overtime hours worked; 5) failing to reimburse Class Members for the use of their personal cellphones; 6) failing to pay split shift premiums; 7) failing to provide accurate wage statements; 8) failing to pay all final wages; and 9) engaging in unfair competition. Plaintiffs further contend Defendants are liable for civil penalties for these violations. Defendants have denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various

risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all individuals who have, or continue to, work for Defendants as non-exempt employees in California from May 23, 2018, up to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all individuals who have, or continue to, work for Defendants in California from May 17, 2021, up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Two Hundred Twenty-Five Thousand Dollars and No Cents (225,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, attorneys’ costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$10,000, Class Representatives’ Enhancement Payments of \$10,000 each, and \$10,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

### **B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees**

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as May 17, 2021, up to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the

Settlement.

**C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes**

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

**D. Release of Claims**

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

**III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

**A. Participating in the Settlement as a Class Member**

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

**B. Excluding Yourself from the Settlement as a Class Member**

The Court will exclude you from the being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Hart v. Aluminum Coating Technologies, Inc.*, 34-2022-00320564); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount.

Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

**C. Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e.*, *Hart v. Aluminum Coating Technologies, Inc.*, 34-2022-00320564); (e) be signed; and (f) be post-marked no later than [redacted]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

**IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

**V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 22, 720 9<sup>th</sup> Street, Sacramento, California 95814 on [redacted] at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom Link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees and costs, the Settlement Administrator Costs, and the Class Representatives’ Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

**VI. ADDITIONAL INFORMATION**

You may access the Complaint, Class Counsel’s motion for preliminary approval, the Agreement, and any other documents required by the Court online at [web address]. You can also contact Class Counsel or Defendants’ Counsel as follows:

Justin P. Rodriguez  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
*On behalf of Plaintiffs*

Erica L. Rosasco  
Michael G. Blankenship  
Rosasco Law Group, APC  
6540 Lonetree Blvd., Ste. 100  
Rocklin, California 95765  
Telephone: (916) 672-6552  
*On behalf of Defendants*

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]**

**BY ORDER OF THE COURT**