

By: A. Turner Deputy

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiffs CLINT DAVIDSON and
6 PATRICK WIRTH

7
8 **SUPERIOR COURT OF CALIFORNIA**
9
10 **FOR THE COUNTY OF SACRAMENTO**

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

13 Plaintiffs,

14 vs.

15 ALUMINUM COATING TECHNOLOGIES,
16 INC., a California Corporation; BRUCE
17 CENICEROS, an individual; ANDREA
18 CENICEROS, an individual; and DOES 1 to
19 100, inclusive,

20 Defendants.

Case No. 34-2022-00320564

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

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
REGARDING SUPPLEMENTAL BRIEFING
IN SUPPORT OF 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

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiffs Clint Davidson and Patrick Wirth (“Plaintiffs”)
4 herein. I am making this declaration on behalf of the named Plaintiffs, the putative class members, to
5 address this issues raised in the supplemental briefing requested by the Court and in support of
6 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”).

7 2. Pursuant to the Court’s March 8, 2024, Minute Order (“Order”), Plaintiffs and
8 Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros, Andrea Cenicerros,
9 (“Defendants”) have conferred regarding the issues raised in the Order. Plaintiffs and Defendants
10 (sometimes collectively referred to as the “Parties”) have agreed to an Addendum to the Joint
11 Stipulation Regarding Class Action And PAGA Settlement And Release (“Addendum”). To maintain
12 consistent, sequential exhibit labeling with the already filed exhibits in Plaintiffs’ Motion, a true and
13 correct copy of the Addendum is attached to this declaration as Exhibit H.

14 3. The Addendum addresses the changes to the objection procedure and description of the
15 objection procedure identified in the Court’s Order. Specifically, it modifies Paragraph 7.5.2 and
16 Exhibit 1 to the Agreement to state Class Members may either submit a written objection to the
17 Agreement, appear at the final approval hearing to state their objection in the alternative, or both.
18 Paragraph 7.5.2 continues to provides categories of relevant information that a Class Member should
19 provide in connection with their objection to ensure it can be appropriately evaluated, but it is not stated
20 as a requirement for the objection to be considered.

21 4. A true and correct copy of a redlined version of the revised Notice of Settlement to aid
22 the Court’s review is attached to this declaration as Exhibit I.

23 5. Although the Court’s tentative ruling initially identified the scope of the PAGA release
24 as an issue to be addressed in the supplemental briefing, the Order ultimately did not require any
25 changes due to the fact that the factual allegations in Plaintiffs’ notice letter to the Labor and Workforce
26 Development Agency are the same as in the operative complaint. Thus, the Addendum and
27 supplemental briefing do not address the issue further.

28

1 6. As noted in the Motion, at the time of mediation, there were 10,605 workweeks during
2 the Class Period and 3,686 pay periods during the PAGA Claim Period. The additional information
3 cited by the Court to aid in the *Kullar* analysis is as follows:

4 a. Overtime Wages (Unpaid Hours): The average hourly rate was \$18.00, which equates to
5 an overtime rate of \$27.00. At 10,605 workweeks and an estimated average of
6 approximately one (1) hour of unpaid overtime each week based on interviews with
7 Class Members, this equates to a maximum of \$286,335 in unpaid overtime wages.
8 Given the Defendants' contentions regarding the existence of legally compliant policies
9 prohibiting off-the-clock work, policies regarding the recording hours worked and
10 documents proffered to support the contentions, there were substantial risks to this
11 theory of liability. Furthermore, Plaintiffs would be required to establish, on a class
12 wide basis, that Defendants had knowledge that Plaintiffs were working off the clock
13 specifically as opposed to simply performing work. *See Brinker Rest. Corp. v. Superior*
14 *Ct.*, 53 Cal.4th 1004, 1051 (2012). Given the facts and legal issues presented, we
15 believe a more realistic assessment of the claim's likely value after accounting for
16 reductions based on risk of loss range between approximately \$71,583.75 to
17 \$141,167.50 (75% to 50% reduction based on risk);

18 b. Overtime Wages (Regular Rate of Pay): Approximately 16.8% of pay periods were
19 affected by the overtime regular rate of pay theory of liability, *i.e.* a bonus was paid
20 and/or earned over the same work week in which overtime hours were worked. Based
21 on the payroll records, there was an average of \$4.97 in unpaid overtime owed on the
22 bonus payments in each affected pay period. There were no assumptions used in this
23 calculation as it was simply calculated as required by law, *i.e.* total bonus earnings
24 divided by total hours worked in the affected period to arrive at an effective hourly rate,
25 which was then divided by two to arrive at the overtime rate of pay on the bonus
26 because it is production based. The effective hourly rate on the bonus is then multiplied
27 by the amount of overtime hours in the affected pay periods, which equated to an
28 average of \$4.97 in unpaid overtime per pay period. At approximately 890.82 affected

1 bi-weekly pay periods ($[10,605 / 2] \times .168 = 890.82$), this equates to a maximum of
2 \$4,427.38 in unpaid overtime wages. Although there are several substantial risks to this
3 claim, including Defendants' contention that there was no requirement to calculate
4 overtime on the bonus because it was discretionary, no discount for risk of loss is being
5 applied to this claim for purposes of the *Kullar* analysis. The greater discussion point
6 driving negotiations and settlement valuations arising out of this theory of liability was
7 its potential impact on derivative violations such as wage statement and waiting time
8 penalties, the damages for which vastly outstrip the substantive wage loss;

9 c. Meal Periods: Plaintiffs are calculating Defendants potential exposure for meal period
10 violations utilizing the presumption established in *Donohue v. AMN Servs., LLC*, 11
11 Cal.5th 58, 76 (2021) regarding violations of meal period requirements based on
12 employee time records. This is because the presumption helps address substantial risks
13 to certifying meal period claims where, as in this case, the meal period policies utilized
14 by a defendant are facially compliant. Employee time records from the sample showed
15 that approximately 13.5% of shifts over five hours had no clock out for meal periods,
16 had untimely meal periods (*i.e.* not started by before the end of the fifth hour of work),
17 had meal periods of less than thirty minutes, and/or had no second meal period for shifts
18 longer than ten hours. At an average of five shifts per week, this equated to
19 approximately 53,025 ($10,605 \times 5 = 53,025$) potential shifts where a meal period
20 violation could occur. At a 13.5% violation rate, this equated to approximately 7,158.38
21 violations over the Class Period and, at an \$18 average rate of pay, would equate to a
22 maximum of \$128,850.75 in unpaid meal period premiums. Notwithstanding the use of
23 the presumption based on payroll records, it is a rebuttable presumption. The facts
24 Defendants presented with respect to the individualized experiences and/or reasons why
25 a Class Member's time records may have shown non-compliance still presented great
26 hurdles to certifying the claim as well as being successful on the merits. Given the
27 issues presented, we believe a more realistic assessment of the claim's likely value after
28 accounting for reductions based on risk of loss is approximately \$64,425.38 (50%

1 reduction based on risk). The payroll sample did not show any meal period premiums
2 being paid, so no separate calculation was made based on a regular rate of pay theory of
3 liability based on the failure to incorporate the value of bonuses into the premium rate of
4 pay;

- 5 d. Rest Periods: This claim was based on the same factual allegations as Plaintiffs' meal
6 period claims. As such, we utilized the same 13.5% violation rate found in the payroll
7 records regarding meal period compliance. To the extent the payroll records evidenced
8 days on which the working conditions made it such that legally compliant meal periods
9 could not be taken, those same working conditions would also cause the failure to
10 provide legally compliant rest periods. At an average of five shifts per week, this
11 equated to approximately 53,025 (10,605 x 5 = 53,025) potential shifts where a rest
12 period violation could occur. At a 13.5% violation rate, this equated to approximately
13 7,158.38 violations over the Class Period and, at an \$18 average rate of pay, would
14 equate to a maximum of \$128,850.75 in unpaid rest period premiums. In addition to
15 those same risks regarding individualized issues affecting Plaintiffs' meal period claims,
16 there is no legal requirement that rest period records be kept. Thus, while we utilized
17 the same violation rate based on the presumption that the meal period records would also
18 be indicative of rest period violations, the claim would not benefit from the same
19 rebuttable presumption of liability that exists for meal period claims. Notwithstanding
20 the additional risks, we believe a more realistic assessment of the claim's likely value,
21 after accounting for reductions based on risk of loss, would be similar to Plaintiffs' meal
22 period claims, approximately \$64,425.38 (50% reduction based on risk). There were no
23 rest period premiums paid in the sample group, so no separate calculation was made
24 based on a regular rate of pay theory of liability based on the failure to incorporate the
25 value of bonuses into the premium rate of pay;
- 26 e. Sick Time: Approximately 4.6% of pay periods were affected by the underpaid sick
27 time wages theory of liability based on the regular rate of pay, *i.e.* a bonus was paid
28 and/or earned over the same work week in which sick leave was taken and paid. Based

1 on the payroll records, there was an average of \$14.48 in unpaid sick time wages owed
2 due to bonus payments made in, and/or earned over, each affected pay period. There
3 were no assumptions used in this calculation as it was simply calculated as required by
4 law, *i.e.* total earnings ([base pay x all hours worked] + bonus payments attributable to
5 the period in question) divided by total hours worked in the affected period to arrive at a
6 regular rate of pay. The regular rate of pay is then multiplied by the sick time hours
7 used in the affected pay period to arrive at what should have been paid. Subtracted from
8 that number is what was paid to arrive at the resulting unpaid balance after accounting
9 for the value of the bonus into the regular rate of pay. The average underpayment in
10 each affected pay period was \$14.48. At approximately 243.92 affected bi-weekly pay
11 periods ($(10,605 / 2) \times .046 = 243.92$), this equates to a maximum of \$3,531.89 in
12 unpaid sick time wages. Although there are several substantial risks to this claim,
13 including Defendants' contention that there was no requirement to incorporate the value
14 of bonuses into the regular rate of pay used for sick time because the bonuses were
15 discretionary, no discount for risk of loss is being applied to this claim for purposes of
16 the *Kullar* analysis. Similar to the overtime claims based on the same regular rate of pay
17 theory of liability, negotiations and settlement valuations arising out of this theory was
18 focused more on its potential impact on derivative violations such as wage statement and
19 waiting time penalties, the damages for which vastly outstrip the substantive wage loss;

20 f. Split Shift: As noted in the Motion, after receipt of the class data, it was discovered that
21 Class Members did not work split shifts and this was an individual issue specific to the
22 originally named class representative, Joe Hart. Thus, no value is being attributed to this
23 claim.

24 g. Wage Statements: There were 3,686 pay periods at issue for this claim. At \$50 per pay
25 period, this equated to a maximum of \$184,300.00 in potential penalties. Because this
26 claim was derivative, the risks identified above would apply to this claim. To the extent
27 that Plaintiffs were unable to establish violations in a given pay period, no derivative
28 wage statement penalties could be assessed. Given the low violation rates and high risk

1 associated with the non-derivative claims, it is very likely that Plaintiffs would not be
2 able to establish violations in 100% of the potential pay periods. Additionally,
3 Defendants' arguments regarding good faith defenses could reduce the value of this
4 claim to \$0. Notwithstanding that fact, we believe a more realistic assessment of the
5 claim's likely value after accounting for reductions based on risk of loss is
6 approximately \$64,505 (65% reduction based on risk);

7 h. Waiting Time Penalties: The maximum recovery for this claim is \$583,200. There were
8 approximately 135 formerly employed Class Members within the three-year statute of
9 limitations for this claim. At the average \$18 hourly rate and a standard 8 hour day, this
10 equated to a daily rate of approximately \$144 and \$4,320 owed per formerly employed
11 Class Member over the full 30 day period. Similar to the other non-derivative claims,
12 all risk associated with those claims would apply here, discounting the value of the
13 claim. There is substantial risk that Defendants' policies and records would provide it
14 with a good faith affirmative defense, which would eliminate the value of this claim
15 entirely. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). The
16 all or nothing nature of the good faith defense means the reasonable value of this claim
17 has a large range between \$0 to \$583,200;

18 i. Reimbursement: As noted in the Motion, this claim was based on the allegations that
19 employees, especially drivers, were required to use their personal cellphones for work in
20 order to communicate with Defendants. The maximum recovery for this claim is
21 \$74,235.00. This amount was calculated assuming each Class Member was owed
22 approximately \$7 for cellphone reimbursement each week ($\$7 \times 10,605 = \$74,235$).
23 Defendants contend that they did not require Class Members to use their personal
24 cellphones and even if Class Members should have been reimbursed for personal
25 cellphone use that such use would have been infrequent. Taking these facts into
26 account, we believe a more realistic assessment of the claim's likely value after
27 accounting for risk of loss would be approximately \$31,815.00 (50% risk reduction, or
28 the equivalent of \$3 per week owed for reimbursement).

1 j. PAGA: As noted in the Motion, the total exposure for this claim is \$1,542,818.00. This
2 claim is derivative of the violations outlined above and no prior judicial or
3 administrative order deeming Defendants' practices to be illegal was found, making only
4 initial violation valuations applicable for each type of violation. The calculations for
5 each PAGA violation are as follows:

6 i. *Overtime*: 619.25 of total PAGA pay periods at issue (3,686 x 16.8% violation
7 rate under regular rate of pay theory of liability) x \$50 per pay period (Labor
8 Code § 558) = \$30,962.40;

9 ii. *Failure to Pay Final Wages*: 40 former employees within PAGA period.
10 Plaintiffs calculated the penalty owed for this violation the same as would be
11 owed for waiting time penalties per Labor Code § 256. At average \$18 hourly
12 rate, and standard 8 hour day, this would equate to \$4,320 owed per member or
13 \$172,800 in total;

14 iii. *Wage Statement Violations*: 3,686 pay periods x \$100 default civil penalty under
15 the PAGA = \$368,600.00;

16 iv. *Meal Period Violations*: 3,686 pay periods x \$50 per pay period (Labor Code §
17 558) = \$184,300;

18 v. *Rest Period Violations*: 3,686 pay periods x \$100 default civil penalty under the
19 PAGA = \$368,600.00;

20 vi. *Failure to Keep Adequate Records*: 64 Aggrieved Employees x \$500 per
21 employee (Labor Code § 1174) = \$32,000;

22 vii. *Sick Time*: 169.56 of total PAGA pay periods at issue (3,686 x 4.6% violation
23 rate under regular rate of pay theory of liability) x \$100 default civil penalty
24 under the PAGA = \$16,955.60

25 viii. *Reimbursement*: 3,686 pay periods x \$100 default civil penalty under the PAGA
26 = \$368,600.00

27 Statutorily authorized discretion to reduce penalties causes substantial variance in the
28 amounts that could be awarded even assuming Plaintiffs were able to provide all

violations in all pay periods. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Putting aside merits issues, the total exposure may be reduced to \$277,707.24 (82% reduction) to \$1,079,972.60 (30%) based on the ranges found in applicable case law. *See id.*

7. A summary table of the maximum damages and the more realistic valuation of the claims is as follows:

Claim	Maximum	Realistic Value Range of Claim
Overtime	\$286,335.00	\$71,583.75 to \$143,167.50
Overtime (RROP)	\$4,427.38	\$4,427.38
Meal Period Violations	\$128,850.75	\$64,425.38
Rest Period Violations	\$128,850.75	\$64,425.38
Wage Statement Violations	\$184,300.00	\$64,505.00
Waiting Time Penalties	\$583,200	\$0 to \$583,200
Reimbursement	\$74,235.00	\$31,815.00
Sick Time	\$3,531.89	\$3,531.89
PAGA	\$1,542,818.00	\$277,707.24 to \$1,079,972.60
Interest: ¹	\$281,203.35	\$107,863.61 to \$216,915.26
Total:	\$3,217,772.12	\$690,289.63 to \$2,296,805.39

8. Plaintiffs' gross recovery of \$225,000 under the Agreement is 7% of the claims' maximum value. When compared to the more realistic assessment of the claims' value, Plaintiff's gross

¹ The interest calculation assumes the distribution of damages occurred evenly through all pay periods and accrued at a rate of 10% per annum per Civil Code section 3289. These amounts were not specifically identified in the Motion, but interest was included in the calculations when determining percentage value of gross and net recovery. There was a calculation error in the Motion with respect to the amount of interest under the maximum value recovery percentage. The calculation included PAGA civil penalty amounts with the unpaid wages the interest was calculated upon, incorrectly inflating the stated interest to be approximately \$973,992.03. Additionally, it was not updated to reflect the modified unpaid wage amounts when calculating the totals for realistic value of the claims. Thus, the stated percentages for gross and net recovery valuations were incorrect. The actual gross and net recovery percentage valuations is higher as stated herein.

1 recovery is approximately 9.8% to 32.6%. The estimated net recovery (\$101,250) is approximately 3%
2 of the claims' maximum value and ranges between 4% o 15% of the claims' more realistic value.

3 9. Under the Agreement, Plaintiff's are not subject to a general release or 1542 waiver.
4 That portion of Plaintiffs' declarations was intended to be deleted in the signature ready copy of the
5 declaration, but we inadvertently failed to do so. Unfortunately, it was not caught and corrected before
6 submission to the Court for filing.

7 10. I believe it would be premature to make any finding or ruling reducing the potential
8 allocation for any Class Representative Enhancement Payment at this stage of the litigation. In my
9 experience, there are a multitude of issues that can arise between preliminary and final approval that can
10 require substantial additional work and effort on behalf of a class representative. For example, we have
11 experienced employers filing bankruptcy and/or selling substantial company assets affecting their ability
12 to fund a settlement and continue with a settlement. This requires substantial additional work wherein
13 the representatives can apply to be on the creditor committee of the bankruptcy estate or help investigate
14 the transactions allowing us to use legal recourse to encumber the property, unwind the transaction, or
15 establish successor liability. Our firm has had to do this in the past in several cases. Additionally, class
16 representatives play a vital role during the notice period to field questions and assist class members in
17 being able to participate in the settlement and receive payment. Whether due to being inadvertently left
18 off a class list uploaded to a settlement administrator, failing to receive notices due to issues with a class
19 member's inability to receive mail or otherwise, relaying communications or concerns class members
20 are having to counsel so it can be addressed either with opposing counsel or the Court, all these things
21 can still happen and can take substantial amounts of time. As the amount of time spent for the benefit of
22 class members is a relevant consideration in determining the amount of the award, it is more appropriate
23 to wait for final approval to determine any enhancement payment. It is similar to why attorneys' fees
24 and costs awards are deferred to final approval. There is more work to be done, so it does not make
25 sense to determine the appropriate level of compensation until that work is done.

26 11. A further practical issue that arises if the class representative enhancement is reduced
27 from the allocation in the Agreement. Notice that goes out to the class will reflect the amounts
28 potentially available for enhancement at final approval. If the potential enhancement is reduced, but

1 circumstances and the amount of work the class representative expends between preliminary and final
2 approval might otherwise cause the Court to reconsider awarding the originally allocated amount, the
3 Court is not able to do so without further notice to the class, which generally costs more than \$10,000 in
4 a typical class settlement administration. While the amount allocated may be reduced at final approval
5 without further notice, the opposite is not true. *See Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 56
6 (2008). To avoid this scenario, I believe it more prudent to defer the determination, especially since the
7 amount allocated is within the threshold for awards based on case law and what this Court has awarded
8 in prior, similar cases.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed on April 30, 2024, in Elk Grove, California.


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14 Justin P. Rodriguez
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Exhibit H

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiffs CLINT DAVIDSON
6 And PATRICK WIRTH

7 Erica L. Rosasco (SBN 220836)
erica@mckaguerosasco.com
8 Michael G. Blankinship (SBN 302659)
mike@mckaguerosasco.com

9 **ROSASCO LAW GROUP, APC**
10 6540 Lonetree Blvd., Ste. 100
Rocklin, California 95765
11 Telephone: (916) 672-6552
Facsimile: (916) 672-6563

12 Attorneys for ALUMINUM COATING TECHNOLOGIES, INC.,
13 BRUCE CEICEROS, and ANDREA CENICEROS

14
15 **SUPERIOR COURT OF CALIFORNIA**
16 **FOR THE COUNTY OF SACRAMENTO**

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

19 Plaintiff,

20 vs.

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

25 Defendant.
26 _____
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Case No. 34-2022-00320564

**ADDENDUM TO THE JOINT
STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: May 23, 2022
FAC Filed: July 29, 2022
SAC Filed: June 13, 2023
TAC Filed: August 25, 2023
Trial Date: None Set

1 This Addendum to the Joint Stipulation Regarding Class Action and PAGA Settlement and
2 Release (“Agreement”) is made and entered into between Plaintiffs Clint Davidson and Patrick Wirth
3 (“Plaintiffs”), on behalf of themselves, and Defendants Aluminum Coating Technologies, Inc., Bruce
4 Ceniceros, and Andrea Ceniceros (“Defendants”) (Plaintiffs and Defendants all collectively, the
5 “Parties”), pursuant to the Court’s March 8, 2024 Order (“Order”) requesting changes to the Agreement.

6 Pursuant to Paragraph 10.12 of the Agreement, this Addendum shall be deemed a part of the
7 Agreement and modify Paragraph 7.5.2 and Exhibit 1 of the Agreement to be as follows:

8
9 *7.5.2 Objection Procedures:* Any Class Member who does not opt-out, but who wishes to
10 object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
11 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
12 Counsel and Defendants’ Counsel. The Notice of Settlement shall make clear that the Court can only
13 approve or deny the Agreement, not change the terms of the Agreement. The written objection should
14 (a) state the Class Member’s full name and date of birth; (b) provide evidence that the individual is, in
15 fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation;
16 (d) identify the case name and number (*i.e.*, *Hart v. Aluminum Coating Technologies, Inc.*, Case No. 34-
17 2022-00320564); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period
18 or the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written
19 objection to the Settlement Administrator, any Class Member may appear at the final approval hearing
20 to state their objection.

21 The Notice of Settlement attached to the Agreement as Exhibit 1, shall be replaced with the
22 revised Notice of Settlement attached hereto as Exhibit 1, incorporating the changes regarding the
23 objection procedures outlined above.

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25 The Agreement shall remain the same in all other respects.
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For Plaintiffs:

Date: _____

Clint Davidson

Date: _____

Patrick Wirth

For Defendants:

Date: 4/29/2024

Bruce Cenicer
By:
For Aluminum Coating Technologies, Inc.

Date: 4/29/2024

Bruce Cenicer
Bruce Cenicer

Date: 4/29/2024

Andrea Cenicer
Andrea Cenicer

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiffs

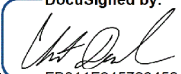
APPROVED AS TO FORM

Date: 4/30/24

Rosasco Law Group, APC
Erica L. Rosasco
By: _____
Erica L. Rosasco
Michael G. Blankinship
Attorneys for Defendants

For Plaintiffs:

Date: 4/30/2024

DocuSigned by:

FB811F245728452...
Clint Davidson

Date: 4/30/24

DocuSigned by:

E253A20F7714E3...
Patrick Wirth

For Defendants:

Date: _____

By: _____
For Aluminum Coating Technologies, Inc.

Date: _____

By: _____
Bruce Cenicerros

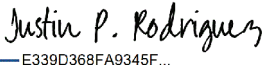
Date: _____

By: _____
Andrea Cenicerros

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 4/29/2024

By: 
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Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiffs

APPROVED AS TO FORM

Rosasco Law Group, APC

Date: _____

By: _____
Erica L. Rosasco
Michael G. Blankinship
Attorneys for Defendants

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 9th 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

Exhibit I

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 Ceniceros and Andrea Ceniceros ("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. ~~The~~You may submit a written objection ~~must, 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]. ~~The objection~~Written objections must be sent to the Settlement Administrator at the address identified in Section III.B ~~and to counsel for Plaintiffs and Defendants at the addresses identified in Section VI of this notice.~~

~~In addition~~Additionally, or in the alternative to sending ~~your~~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. ~~You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants.~~

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 2822, 720 9th 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/ssdept28~~Link: https://saccourt-ca-gov.zoomgov.com/my/ssdept22. To join by phone: (833) 568-8864 / ID: 16039062174 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.

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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
Brittany V. Berzin
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

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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

Page 5 of 4

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL OF SETTLEMENT
Questions? Call: