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<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
<b>A</b>	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
<b>B</b>	Plaintiffs' Operative Complaint
<b>C</b>	Plaintiffs' Letter to the LWDA Regarding PAGA Claims
<b>D</b>	Apex Class Action Declaration & Quote
<b>E</b>	Plaintiffs' Itemized Costs
<b>F</b>	Proposed Notice of Settlement
<b>G</b>	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: February 9, 2024

**Shimoda & Rodriguez Law, PC**

By: *Brittany Berzin*  
Galen T. Shimoda  
Justin P. Rodriguez  
Brittany V. Berzin  
Attorneys for Plaintiffs

# **EXHIBIT A**

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

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

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

18 Plaintiff,

19 vs.

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

23 Defendants.  
24  
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Case No.: 34-2022-00320564

**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 Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and  
2 entered into between the Plaintiffs Clint Davidson and Patrick Wirth (“Plaintiffs”), on behalf of themselves,  
3 the Labor and Workforce Development Agency, Class Members, and Aggrieved Employees, and  
4 Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros, and Andrea Cenicerros  
5 (“Defendants”). This Agreement is subject to the terms and conditions set forth below and the approval of  
6 the Court.

7 **1. DEFINITIONS**

8 The following terms, when used in this Agreement, have the following meanings:

9 1.1 “Action” means the above stated lawsuit, *Hart v. Aluminum Coating Technologies, Inc.*,  
10 Sacramento County Superior Court, Case No. 34-2022-00320564, filed May 23, 2022.

11 1.2 “Aggrieved Employee(s)” means all individuals who have, or continue to, for Defendants  
12 in California during the PAGA Claim Period. The estimated number of Aggrieved Employees is 64.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation  
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Brittany V. Berzin of  
16 Shimoda & Rodriguez Law, PC.

17 1.5 “Class Member(s)” means all individuals who have, or continue to, work for Defendants as  
18 non-exempt employees in California during the Class Period. The estimated number of Class Members is  
19 159.

20 1.6 “Class Period” means from May 23, 2018 up to the Preliminary Approval Date.

21 1.7 “Class Representatives” means Plaintiffs Clint Davidson and Patrick Wirth.

22 1.8 “Complaint” means the operative Third Amended Complaint on file in the Action with the  
23 Court.

24 1.9 “Court” means the Sacramento County Superior Court.

25 1.10 “Defendants” means Aluminum Coating Technologies, Inc., Bruce Cenicerros, and Andrea  
26 Cenicerros.

27 1.11 “Defendants’ Counsel” means Rosasco Law Group, APC.

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1           1.12   “Enhancement Payment” means the amount approved by the Court to be paid to the Class  
2 Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit  
3 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class  
4 Representatives as Participating Class Members.

5           1.13   “Effective Date” means the date Plaintiffs serve Defendants with the signed order granting  
6 final approval of the settlement, unless there is a timely objection lodged that has not later been withdrawn,  
7 in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this  
8 settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar  
9 day after any appellate proceeding opposing the settlement has been finally dismissed with no material  
10 change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever  
11 is later.

12           1.14   “Final Approval Date” means the date a signed order granting final approval of this  
13 Agreement is filed with the Court.

14           1.15   “Gross Settlement Amount” is the sum of Two Hundred Twenty-Five Thousand Dollars  
15 and No Cents (225,000).

16           1.16   “Individual Settlement Amount” means an individual Class Member’s and Aggrieved  
17 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in  
18 Sections 5.5, and 5.8.

19           1.17   “LWDA” means the California Labor and Workforce Development Agency.

20           1.18   “Net Settlement Amount” is the portion of the Gross Settlement Amount available for  
21 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s  
22 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement  
23 Payment to the Class Representatives.

24           1.19   “Notice of Settlement” means the document substantially in the form attached hereto as  
25 Exhibit 1.

26           1.20   “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of  
27 Settlement to Class Members and Aggrieved Employees.

28           1.21   “PAGA” means Private Attorneys General Act.

1           1.22   “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards  
2 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

3           1.23   “PAGA Claim Period” means from May 17, 2021, up to the Preliminary Approval Date.

4           1.24   “Parties” mean Defendants and Plaintiffs.

5           1.25   “Participating Class Member” means any and all Class Members who have not made any  
6 timely request to opt-out of the Agreement.

7           1.26   “Preliminary Approval Date” means the date a signed order granting preliminary approval  
8 of this Agreement is served on Defendants by the Court or Class Counsel.

9           1.27   “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the  
10 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments  
11 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement  
12 shall remain the property of Defendants until the payments required under the Agreement are made.

13          1.28   “Qualifying Workweeks” are the Workweeks worked by Class Members and/or Aggrieved  
14 Employees during the Class Period and/or PAGA Claim Period, respectively, in California.

15          1.29   “Released Class Claims” means any and all class claims that are alleged in the Complaint,  
16 and any additional wage and hour claims that could have been brought based on the facts alleged in the  
17 Complaint, through the Class Period. This release excludes the release of claims not permitted by law.  
18 The Released Class Claims exclude claims for workers’ compensation or unemployment insurance  
19 benefits. This release will cover all Class Members who do not opt out.

20          1.30   “Released PAGA Claims” means any and all claims that were brought under the Private  
21 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the Complaint and any additional wage  
22 and hour PAGA claims that could have been brought based on the facts alleged in the Complaint during  
23 the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

24          1.31   “Released Parties” means Defendants, as well as Defendants’ officers, shareholders,  
25 directors, agents, employees, attorneys, and insurers.

26          1.32   “Settlement Administrator” means and refers to Apex Class Action, the third-party entity  
27 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator  
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1 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The  
2 Parties each represent that they do not have any financial interest in the Settlement Administrator.

3 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the  
4 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,  
5 and shall include all costs of administering the Agreement, including, but not limited to, all tax document  
6 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees  
7 associated with preparing, issuing and mailing any and all notices and other correspondence to Class  
8 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class  
9 Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees  
10 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and  
11 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,  
12 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to  
13 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any  
14 other filings required by any governmental taxing authority or agency; all costs and fees associated with  
15 preparing any other notices, reports, or filings to be prepared in the course of administering Individual  
16 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator  
17 in connection with the execution of its duties under this Agreement.

18 1.34 “Total Length of Service” means the number of days, inclusive of weekends, between a  
19 Class Member’s first day of work for Defendants in California and a) the end of the Class Period and/or  
20 PAGA Claim Period or b) the date of the Class Members’ last day of work for Defendants in California,  
21 whichever is earlier; less any days between a Class Member’s termination or resignation and his or her  
22 subsequent re-hire.

23 1.35 “Workweeks” shall be defined as the Total Length of Service during the Class Period and/or  
24 PAGA Claim Period divided by seven. The calculation of a Class Member’s and/or Aggrieved Employee’s  
25 workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively  
26 employed in California in a particular workweek shall be construed from Defendants’ records.

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1 **2. DESCRIPTION OF THE LITIGATION**

2 2.1 On or about May 17, 2022, former class representative, Joe Hart, sent notice to the LWDA  
3 to exhaust administrative remedies under the PAGA for failure to pay overtime wages, failure to provide  
4 meal periods or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof,  
5 failure to provide accurate wage statements, failure to pay final wages, violation of provisions regulating  
6 hours and days of work in the Industrial Welfare Commission Order, failure to maintain accurate records,  
7 failure to provide paid sick leave, failure to pay reimbursements for expenses, and failure to pay split shift  
8 premiums. On June 9, 2023, an amended notice was submitted to the LWDA adding the current Class  
9 Representatives, Clint Davidson and Patrick Wirth, to exhaust administrative remedies. The facts, theories,  
10 and claims alleged were unchanged. The LWDA did not respond to the notices within the statutorily  
11 required time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all  
12 alleged PAGA claims.

13 2.2 On May 23, 2022, Joe Hart filed a class action Complaint in Sacramento County Superior  
14 Court on behalf of himself and Class Members alleging claims for failure to pay overtime wages, failure  
15 to pay split shift premiums, meal period violations, rest period violations, wage statement violations,  
16 waiting time penalties, failure to reimburse expenses, and unfair competition. Joe Hart filed a First  
17 Amended Complaint on July 29, 2022 to add a PAGA cause of action based on the violations alleged to  
18 the LWDA on behalf of himself and Aggrieved Employees. On February 27, 2023, the Court entered an  
19 order dismissing Joe Hart from the action and permitted a notice be sent to Class Members in order to  
20 ascertain a new class representative. On June 12, 2023, a Second Amended Complaint was filed adding  
21 Clint Davidson and Patrick Wirth as the new class representatives. On August 25, 2023, after the LWDA  
22 did not respond to Plaintiffs' PAGA notice, a Third Amended Complaint was filed adding language to  
23 specify that Plaintiffs exhausted administrative remedies under the PAGA.

24 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class  
25 Counsel with Plaintiffs' personnel files, the total number of Class Members, Class Members' dates of  
26 employment and any interim start/stop dates, a 20% randomly selected sample of Class Members'  
27 timecards and paystubs, all employee handbooks (prior and current versions) during the Class Period, all  
28 policies and memorandums covering the subject matter of the claims during the Class Period, the total

1 number of Class Members who signed arbitration agreements (these individuals were also identified by  
2 employee ID so Plaintiffs' counsel could determine how many weeks they worked in the Class Period),  
3 and information regarding any bonuses or profit sharing any Class Members were eligible to receive  
4 during the Class Period.

5 2.4 On December 13, 2023, the Parties participated in a full day mediation with private  
6 mediator, Judge Howard Broadman (Ret.). At the conclusion of the mediation, the Parties were able to  
7 come to a resolution after a mediator's proposal. At all times, the Parties' settlement negotiations have  
8 been non-collusive, adversarial, and at arm's length.

9 2.5 Discussions between Plaintiffs and Class Counsel, between counsel for the Parties,  
10 document productions, extensive legal analysis, the provision of information by Defendants to Plaintiffs  
11 and the detailed analysis of the records, have permitted each side to assess the relative merits of the claims  
12 and the defenses to those claims.

13 2.6 In the Action, Plaintiffs contend that Defendants violated California law by 1) failing to pay  
14 overtime wages and sick time at the correct rates due to Defendants' failure to incorporate the value of  
15 nondiscretionary bonuses into Class Members' regular rates of pay; 2) failing to provide all meal periods  
16 and providing late meal periods; 3) failing to provide all rest periods; 4) failing to pay Class Members for  
17 all overtime hours worked; 5) failing to reimburse Class Members for the use of their personal cellphones;  
18 and 6) failing to pay split shift premiums. The waiting time, wage statement, unfair competition, and  
19 PAGA claims are derivative of the above violations. Defendants have denied each of Plaintiffs' claims  
20 and Defendants have denied that this Action is appropriate for class certification for anything other than  
21 settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties'  
22 theories of potential exposure for the underlying claims and the class data supporting these claims. The  
23 Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability  
24 based on Defendants' factual and legal contentions and defenses.

25 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery  
26 and the information exchanged to date, are more than sufficient to assess the merits of the respective  
27 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel,  
28 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a

1 manner and upon such terms and conditions set forth herein in order to avoid further expense,  
2 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the  
3 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.  
4 Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for  
5 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and  
6 circumstances.

### 7 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

8 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of  
9 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed  
10 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final  
11 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a  
12 conditional basis. If the Final Approval Date does not occur, or if the Court's approval of the settlement is  
13 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall  
14 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and  
15 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California  
16 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of  
17 evidence that may be applicable.

18 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,  
19 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants  
20 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or  
21 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to  
22 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,  
23 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert  
24 any and all other potential defenses or privileges.

### 25 **4. SCOPE OF THE CLASS**

26 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all  
27 obligations and duties required under the Agreement, shall include all Class Members as defined in Section  
28 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class

1 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in  
2 Section 7.5.1.

3 4.2 Only Aggrieved Employees and Participating Class Members and are entitled to recover  
4 under this Agreement.

5 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and  
6 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name  
7 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a  
8 data request to the Settlement Administrator. The data request must contain all of the following  
9 information: (a) the full name and, if applicable, Social Security Number of the individual making the  
10 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;  
11 (c) the individual's dates of employment with Defendants; and (d) a return address to which a response  
12 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or  
13 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the  
14 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event  
15 more than two business days) transmit the data requests to Defendants' Counsel and request that  
16 Defendants review their records.

17 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or  
18 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the  
19 person who submitted the data request, at the address designated for that purpose in the data request. All  
20 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent  
21 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement  
22 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved  
23 Employee for all other purposes.

24 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or  
25 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in  
26 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request  
27 dispute. Defendants' records shall control unless the individual submitting the data request provides  
28 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'

1 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The  
2 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve  
3 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)  
4 calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement  
5 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject  
6 to Court review.

7 **5. TERMS OF THE SETTLEMENT**

8 The Parties agree as follows:

9 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in  
10 Section 6, Defendants shall pay the Gross Settlement Amount of Two Hundred Twenty-Five Thousand  
11 Dollars and No Cents (225,000). Funding of the Gross Settlement Amount shall occur within 21 calendar  
12 days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross  
13 Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all  
14 attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees  
15 and costs incurred in documenting the Agreement, administering the Agreement (including Settlement  
16 Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the  
17 Class Representatives and the PAGA Payment. Any monies necessary to satisfy Defendants' tax  
18 obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies  
19 distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

20 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of  
21 thirty-five percent (35%) of the Gross Settlement Amount, which shall be paid from the Gross Settlement  
22 Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as  
23 it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced  
24 litigation expenses not to exceed Fifteen Thousand Dollars and No Cents (\$15,000), which shall be paid  
25 from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for  
26 reimbursement for advanced litigation expenses so long as they do not exceed the \$15,000 threshold. The  
27 Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid  
28 under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or

1 costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net  
2 Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

3       5.3     Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the  
4 Gross Settlement Amount and shall not exceed Ten Thousand Dollars and No Cents (\$10,000). The  
5 difference between any actual costs and the allocated \$10,000 shall be added to the Net Settlement Amount  
6 to be distributed to Participating Class Members on a pro rata basis.

7       5.4     Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for  
8 an Enhancement Payment to each of the Class Representatives in an amount not to exceed Ten Thousand  
9 Dollars and No Cents (\$10,000) to compensate for the risks, time, and expense of their involvement in the  
10 Action and securing the benefits of this Agreement for Class Members. The Enhancement Payments are  
11 in addition to the Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement as  
12 a Participating Class Member. Defendants have agreed to not oppose Class Counsel's request for  
13 Enhancement Payments to Plaintiffs so long as it does not exceed the amount stated herein. The  
14 Enhancement Payments will be designated as a non-wage payment and reported on an IRS Form 1099-  
15 MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any  
16 portion of the requested amount not awarded to the Class Representatives shall be added to the Net  
17 Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

18       5.5     PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000) of the Gross Settlement  
19 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA  
20 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees  
21 on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the  
22 allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating  
23 Class Members on a pro rata basis.

24       5.6     Treatment of Residue: For any portion of the Net Settlement Amount or PAGA Payment  
25 allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by cashing  
26 their respective settlement checks before the deadline to do so, that remaining amount shall be paid to the  
27 California State Controller's Unclaimed Property Fund to be held in accordance with the unclaimed  
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1 property laws in the name of the affected Participating Class Member and/or Aggrieved Employee. No  
2 portion of the Gross Settlement Amount will revert to Defendants for any reason.

3       5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to  
4 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in  
5 which such amounts were actually received. It is expressly understood and agreed that the receipt of such  
6 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to  
7 any new or additional compensation or benefits under any company bonus or other compensation or benefit  
8 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating  
9 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching  
10 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement  
11 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the  
12 Participating Class Members and Aggrieved Employees in connection with this Agreement  
13 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that  
14 might have been in effect during the period covered by this Agreement).

15       5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved  
16 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net  
17 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for  
18 approved attorneys' fees and costs, any Enhancement Payments to the Class Representatives, the  
19 Settlement Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially  
20 determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying  
21 Workweeks of all Class Members. That fraction will then be multiplied by the Net Settlement Amount to  
22 arrive at the Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class  
23 Members under this formula who timely opt out of the Settlement will be redistributed to Participating  
24 Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by  
25 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of  
26 all Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to  
27 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved  
28 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total

1 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all  
2 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%  
3 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

4       5.9    Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to  
5 Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed  
6 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes  
7 on the amounts paid to Participating Class Members as wages as well as calculating all required  
8 withholdings and deductions from said wage payments. The characterization of Individual Settlement  
9 Amounts to Participating Class Members and Aggrieved Employees are as follows:

10           5.9.1 One Third (1/3) of each Participating Class Members' Individual Settlement  
11 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.  
12 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual  
13 Settlement Amount.

14           5.9.2 Two Thirds (2/3) of each Participating Class Members' Individual Settlement  
15 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted  
16 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for  
17 which the Participating Class Members shall receive an IRS Form 1099-MISC.

18           5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the  
19 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted  
20 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for  
21 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

22       5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the  
23 reporting and payment of their share of any federal, state and/or municipal income or other taxes on  
24 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'  
25 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,  
26 including the treatment of such payments as not subject to withholding or deduction for payroll and  
27 employment taxes. No party has made any representation to any of the other Parties as to the taxability of  
28 any payments pursuant to this Agreement, including the payments to Participating Class Members, the



1 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class  
2 Representatives, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or  
3 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax  
4 implications of any provision of this Agreement.

5       5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this  
6 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on  
7 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in  
8 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless  
9 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as  
10 described in Section 3 because the Court, in its independent determination, finds that the Agreement does  
11 not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible  
12 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and  
13 the date of such event.

14       5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement  
15 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for  
16 establishing class certification have been met and are met.

17       5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes  
18 of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and  
19 Aggrieved Employees.

## 20 **6. RELEASE**

21       6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all  
22 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims  
23 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their  
24 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released  
25 Class Claims against any of the Released Parties.

26       6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved  
27 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all  
28 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in

1 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA  
2 Claims against any of the Released Parties.

### 3 **7. SETTLEMENT ADMINISTRATION**

4       7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:  
5 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are  
6 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the  
7 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate  
8 any individual Class Members and Aggrieved Employee whose address or contact information as provided  
9 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class  
10 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as  
11 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in  
12 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,  
13 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving  
14 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or  
15 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests  
16 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)  
17 determining and paying the final amounts due to be paid under the Agreement after resolution of all  
18 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA  
19 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability  
20 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-  
21 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds  
22 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of  
23 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of  
24 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of  
25 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable  
26 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the  
27 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes  
28 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final

1 statistics of the administration and compliance with all payment obligations under the Agreement; 14)  
2 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to  
3 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as  
4 necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to  
5 the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if  
6 necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until  
7 all payments and obligations contemplated by the Agreement have been fully executed.

8       7.2     Notice to Class Members and Aggrieved Employees: Defendants represent and warrant that  
9 Class Members and Aggrieved Employees are able to read and write in English and/or Spanish such that  
10 no translation of the Notice of Settlement into any other language is necessary. The Notice of Settlement  
11 will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the  
12 Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the  
13 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement  
14 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net  
15 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,  
16 proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of  
17 the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class  
18 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information  
19 regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount. The  
20 Notice of Settlement will provide information on how to access electronic copies online of the Notice of  
21 Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and  
22 costs, and any other documents as the Court directs.

23       7.3     Class Member Data and Mailing: No later than fourteen (14) calendar days after the  
24 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the name, last  
25 known mailing address, last known telephone number, Social Security Number, start and end date of  
26 employment (if any) of each Class Member and Aggrieved Employee, and any other information the  
27 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as  
28 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying

1 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days  
2 after receipt of such address information, the Settlement Administrator will perform a national change of  
3 address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the  
4 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved  
5 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information  
6 received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall  
7 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts  
8 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal  
9 identifying information is redacted and/or omitted.

10       7.4    Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement  
11 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice  
12 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)  
13 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly  
14 attempt to determine a correct address using a skip-trace, computer or other search using the name, address  
15 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within  
16 five (5) calendar days to any more recent address found as a result of the search. Following each search  
17 that does not result in a corrected address, for those Class Members who appear to be current employees  
18 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact  
19 Defendants’ Counsel for assistance and Defendants shall cooperate in good faith with the Settlement  
20 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they  
21 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address  
22 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,  
23 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-  
24 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are  
25 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall  
26 be bound by all terms of the Agreement, including the releases contained in Section 6.

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1           7.5     Responses to Notice of Settlement:

2           7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to  
3 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The  
4 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or  
5 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be  
6 excluded from the settlement; (c) identify the case name and number (*i.e., Hart v. Aluminum Coating*  
7 *Technologies, Inc.*, Case No. 34-2022-00320564); (d) be signed; and (e) be post-marked no later than the  
8 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must  
9 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class  
10 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to  
11 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to  
12 opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they  
13 have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid  
14 and timely opt out request will be specifically identified in any proposed order granting final approval.  
15 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the  
16 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts  
17 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved  
18 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

19           7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to  
20 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written  
21 objections to the Settlement Administrator and also serve copies of the objections on Class Counsel and  
22 Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny  
23 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's  
24 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state  
25 the reasons for the objection(s), including any supporting documentation; (d) identify the case name and  
26 number (*i.e., Hart v. Aluminum Coating Technologies, Inc.*, Case No. 34-2022-00320564) (e) be signed;  
27 and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated  
28 in Section 7.4. The Notice of Settlement will inform the Class Member that they should also file a notice

1 of intent to appear with the Court and serve the notice on Class Counsel and Defendants' Counsel, if they  
2 intend to appear at the final approval hearing.

3           7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying  
4 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)  
5 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)  
6 identify the case name and number (*i.e.*, *Hart v. Aluminum Coating Technologies, Inc.*, Case No. 34-2022-  
7 00320564); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or the  
8 re-mailing timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more  
9 than two business days) forward all such disputes to Defendants' Counsel and request that Defendants  
10 review the dispute. Defendants' records shall presumptively control unless the Class Member can produce  
11 documentation evidencing other periods of employment worked. If Defendants agree with submitted  
12 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with  
13 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that  
14 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,  
15 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any  
16 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class  
17 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class  
18 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot  
19 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

20           7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,  
21 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement  
22 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the  
23 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure  
24 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency  
25 letter, whichever is later.

26           7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1  
27 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and  
28

1 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class  
2 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

3           7.7    Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)  
4 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class  
5 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete  
6 and detailed report regarding the statistics and responses of settlement administration to date and all the  
7 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

8           7.8    Settlement Administrator Payments to Participating Class Members, Class Counsel and  
9 Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the  
10 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to  
11 Plaintiffs, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall  
12 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class  
13 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these  
14 calculations Class Counsel and Defendants' Counsel. Defendants shall send the Gross Settlement Amount  
15 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement  
16 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a  
17 QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator  
18 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to  
19 Plaintiffs, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,  
20 and payment to Participating Class Members and/or Aggrieved Employees as required under this  
21 Agreement and approved by Court.

22           7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and  
23 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide  
24 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions  
25 after the Final Approval Date.

26           7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved  
27 Enhancement Payment to the Class Representatives, care of Class Counsel unless another method is  
28 requested by Class Counsel.

1           7.8.3 Only Participating Class Members and Aggrieved Employees will receive their  
2 Individual Settlement Amount.

3           7.8.4 The Settlement Administrator shall remit and report the applicable portions of the  
4 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this  
5 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent  
6 necessary to determine the amount of the payroll tax payment required.

7           7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall  
8 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the  
9 form of a check, which shall become null and void if not deposited within one hundred eighty (180)  
10 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be  
11 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The  
12 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check  
13 cashing deadline.

14           7.10 Settlement Administrator Declaration Regarding Compliance and Settlement  
15 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members  
16 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class  
17 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete  
18 and detailed report regarding the settlement administration documenting that all payments under the  
19 Agreement have been made, that the Court's final approval order has been complied with, and that all the  
20 obligations of the Settlement Administrator have been completed.

21 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

22           8.1 The schedule may be modified depending on whether and when the Court grants necessary  
23 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The  
24 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as  
25 described above. In the event of such modification, the Parties shall cooperate to complete the settlement  
26 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and  
27 payment procedures carrying out the Agreement is as follows:  
28



1	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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4	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
5		
6		
7	Last day for Class Members to opt-out, submit disputes, submit 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
8		
9		
10	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
11		
12	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for 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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17	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
18		
19	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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23	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
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26	Last day for Settlement Administrator to deliver value of uncashed settlement checks to the California State Controller's Unclaimed Property Fund	Within 14 calendar days after settlement check cashing deadline
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Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
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**9. DUTIES OF THE PARTIES**

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)

1 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally  
2 approved as fair, reasonable and adequate as to the Class Members.

3 9.1.2 Defendants shall not oppose Plaintiffs’ motion for approval of the proposed  
4 Agreement.

5 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during  
6 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and  
7 appropriate to assure effective communication to individual Class Members of information about their  
8 rights and obligations under this Agreement.

9 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the  
10 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if  
11 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the  
12 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the  
13 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results  
14 of the Settlement Administrator’s mailings including tracing and re-mailing efforts. The Settlement  
15 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid  
16 request to opt out during the Notice Period.

17 9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable  
18 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The  
19 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall  
20 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable  
21 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an  
22 Enhancement Payment to the Class Representatives; 3) Approving Class Counsel’s application for an  
23 award of attorneys’ fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the  
24 Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee  
25 administration and enforcement of the terms of the Agreement and the Court’s orders.

26 9.2.2 Following entry of the Court’s order granting final approval of the Agreement, the  
27 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:  
28 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement

1 be filed, Class Counsel shall be solely responsible for defending against the appeal or opposing the motion  
2 to set aside the judgment, including drafting and filing of any required documents, and appearing at any  
3 hearings associated with the appeal. Plaintiffs will be responsible for their own costs or fees associated  
4 with such appeal. Defendants shall cooperate with Class Counsel's opposition and shall not support any  
5 challenge to the appeal of the final approval; 2) Class Counsel will assist the Settlement Administrator as  
6 needed or requested in the process of identifying and locating Participating Class Members and Aggrieved  
7 Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class  
8 Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator  
9 as needed or requested in completing the distribution of any residual amounts, as specified above, to the  
10 California State Controller's Unclaimed Property Fund; 4) Class Counsel, in conjunction with the  
11 Settlement Administrator, will certify to the Court completion of all payments required to be made by this  
12 Agreement.

13       9.3     Final Judgment: If the Court approves this Agreement at the final approval and fairness  
14 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and  
15 PAGA Settlement and Final Judgment.

16       9.4     Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development  
17 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

## 18     **10.     MISCELLANEOUS TERMS**

19       10.1    Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,  
20 5% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with  
21 the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its  
22 furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to  
23 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the  
24 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs  
25 shall be paid by Defendants. Defendants have represented that there are no more than 10,396 workweeks  
26 during the Class Period. In the event the number of workweeks during the Class Period is more than  
27 11,436 (*i.e.*, greater than 10% more than 10,396), then Defendants shall have the option to either change  
28 end of the Class Period to the date when the Class Period had no more than 11,436 workweeks, or

1 increase the Gross Settlement Amount proportionally by the workweeks in excess of 11,436, multiplied  
2 by the workweek value. For example, if it was agreed there would be no more than 11,900 workweeks  
3 during the Class Period, but there are actually 15,000 workweeks in the Class Period, and the actual  
4 workweek value is \$5.00 per workweek, Defendants would have to increase the Gross Settlement  
5 Amount by \$9,550.00 (15,000 workweeks – 13,090 workweeks = 1,910 workweeks x \$5.00/workweek)  
6 or exercise their option to cap the Class Period at 11,436 workweeks. To the extent Defendants elect to  
7 modify the end of the Class Period under this paragraph, the PAGA Claim Period shall be similarly  
8 modified to have the same end date.

9       10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF  
10 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT  
11 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND  
12 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN  
13 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR  
14 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
15 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON  
16 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT  
17 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS  
18 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
19 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
20 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
21 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
22 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
23 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX  
24 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
25 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
26 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX  
27 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
28 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

1 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY  
2 THIS AGREEMENT.

3 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not  
4 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
5 any person or entity any portion of any liability, claim, demand, action, cause of action or right released  
6 and discharged in this Agreement.

7 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by  
8 signing this Agreement Defendants are waiving any rights to appeal from the Court’s approval of the  
9 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement  
10 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

11 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set  
12 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this  
13 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

14 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will  
15 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County  
16 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil  
17 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the  
18 Agreement after default by the other party may recover reasonable attorney’s fees and costs related thereto.

19 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish  
20 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution  
21 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the  
22 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
23 contemplated by this Agreement and any other efforts that may become necessary by Court order, or  
24 otherwise, to effectuate this Agreement and the terms set forth herein.

25 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of  
26 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to  
27 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the  
28 Complaint, the representative character of the Action, the validity of any of the claims that were or could

1 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of  
2 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by  
3 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,  
4 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or  
5 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered  
6 into this Stipulation with the intention to avoid further disputes and litigation.

7       10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other  
8 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the  
9 third business day after mailing by United States certified mail, return receipt requested, addressed as  
10 follows:

11                   To Plaintiffs and the Class:

12                   Galen T. Shimoda  
13                   Justin P. Rodriguez  
14                   Brittany V. Berzin  
15                   Shimoda & Rodriguez Law, PC  
16                   9401 East Stockton Blvd., Suite 120  
17                   Elk Grove, CA 95624

18                   To Defendants:

19                   Erica L. Rosasco  
20                   Michael G. Blankinship  
21                   Rosasco Law Group, APC  
22                   6540 Lonetree Blvd., Ste. 100  
23                   Rocklin, California 95765  
24                   Telephone: (916) 672-6552  
25                   Facsimile: (916) 672-6563

26       10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of  
27 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that  
28 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any  
party or its counsel participated in the drafting of this Agreement.

1       10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys  
2 acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover  
3 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except  
4 as expressly provided in this Agreement.

1           10.12 No Modifications: This Agreement may be amended or modified only by a written  
2 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be  
3 discharged except by performance in accordance with its terms.

4           10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and  
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and  
6 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
7 to effectuate its terms and to execute any other documents required to effectuate the terms of this  
8 Agreement.

9           10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class  
10 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member  
11 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement  
12 may be executed on behalf of all Class Members by the Class Representatives.

13           10.15 Counterparts: This Agreement shall become effective upon its execution by all of the  
14 undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement  
15 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed  
16 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force  
17 and effect of originals.

18           10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been  
19 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the  
20 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,  
21 and governed by, the substantive laws of the State of California without giving effect to that State's choice  
22 of law principles.

23           10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted  
24 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of  
25 this Agreement, or any provision thereof.

26           10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be  
27 construed as retaliation against any Class Members for participating or seeking to participate in this class  
28 action settlement. The Parties will not discourage any class member from participating or seeking to



1 participate in this class action settlement. This is a material term of the Agreement and non-breaching  
2 Parties will seek court intervention if this provision is breached.

3 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the  
4 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.  
5 Each party acknowledges that there is no representation, inducement, promise or agreement which has been  
6 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which  
7 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the  
8 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

9 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the  
10 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

11 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
12 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
13 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

14 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this  
15 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
16 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
18 attorneys, as of the day and year herein set forth.

19 **For Plaintiffs:**

20 Date: \_\_\_\_\_

21 \_\_\_\_\_  
Clint Davidson

22 Date: 1/19/2024

23 DocuSigned by:  
*Patrick Wirth* \_\_\_\_\_  
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24 **For Defendants:**

25 Date: \_\_\_\_\_

26 \_\_\_\_\_  
27 By:  
For Aluminum Coating Technologies, Inc.

1 participate in this class action settlement. This is a material term of the Agreement and non-breaching  
2 Parties will seek court intervention if this provision is breached.

3 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the  
4 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.  
5 Each party acknowledges that there is no representation, inducement, promise or agreement which has been  
6 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which  
7 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the  
8 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

9 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the  
10 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

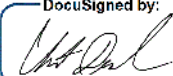
11 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
12 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
13 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

14 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this  
15 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
16 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
18 attorneys, as of the day and year herein set forth.

19 **For Plaintiffs:**

20 Date: 1/24/2024

DocuSigned by:  
  
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21  
22  
23 Date: \_\_\_\_\_

Patrick Wirth

24 **For Defendants:**

25  
26 Date: 1/30/2024

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By:  
For Aluminum Coating Technologies, Inc.

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Date: 1/30/2024

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*Bruce Cenicerros*  
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By: \_\_\_\_\_  
For Bruce Cenicerros

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Andrea Cenicerros

APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

Dated: 1/24/24

By: *Brittany Berzin*  
Galen T. Shimoda  
Justin P. Rodriguez  
Brittany V. Berzin  
Attorneys for Plaintiffs and Aggrieved  
Employees

APPROVED AS TO FORM

**ROSASCO LAW GROUP, APC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Erica L. Rosasco  
Michael G. Blankinship  
Attorney for Defendants

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1/30/2024

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Bruce Cenicerros

DocuSigned by:  
*Andrea Cenicerros*  
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By: \_\_\_\_\_  
For Andrea Cenicerros

APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

Dated: 1/24/24

By: *Brittany Berzin*  
Galen T. Shimoda  
Justin P. Rodriguez  
Brittany V. Berzin  
Attorneys for Plaintiffs and Aggrieved  
Employees

APPROVED AS TO FORM

**ROSASCO LAW GROUP, APC**

Dated: 1/24/24

By: *Erica Rosasco*  
Erica L. Rosasco  
Michael G. Blankinship  
Attorney 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. The objection must (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 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 to sending your 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 28, 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/sscdept28>. To join by phone: (833) 568-8864 / ID: 16039062174. 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  
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*

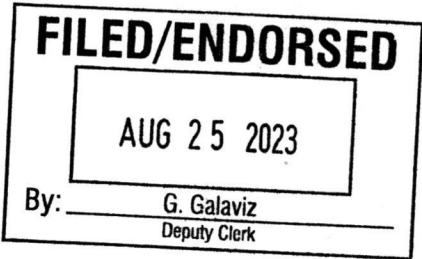
**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]**

**BY ORDER OF THE COURT**

# **EXHIBIT B**

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
2 Brittany V. Berzin (Cal. State Bar No. 325121)  
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6 and PATRICK WIRTH



7  
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 ALUMINUM COATING TECHNOLOGIES,  
15 INC., a California Corporation;  
16 BRUCE CENICEROS, an individual;  
17 ANDREA CENICEROS, an individual; and  
DOES 1 to 100, inclusive,

18 Defendants.

Case No. 34-2022-00320564

11 **CLASS ACTION**

12 **THIRD AMENDED COMPLAINT FOR**  
13 **DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Split Shift Premiums
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

20 **DEMAND FOR JURY TRIAL**

BY FAX

1 Plaintiffs CLINT DAVIDSON and PATRICK WIRTH (“Plaintiffs”), on behalf of themselves  
2 and all other similarly situated employees, hereby file this Complaint against Defendants  
3 ALUMINUM COATING TECHNOLOGIES, INC., a California Corporation; BRUCE  
4 CENICEROS, an individual; ANDREA CENICEROS, an individual; and DOES 1 to 100, inclusive  
5 (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiffs allege  
6 the following:

7 **INTRODUCTION**

8 1. This is a class action and Private Attorneys General Act lawsuit brought by Plaintiffs for  
9 failure to pay overtime wages, failure to provide meal periods or pay premiums in lieu thereof, failure to  
10 provide rest periods or pay premiums in lieu thereof, failure to provide accurate wage statements, failure  
11 to pay final wages, failure to maintain accurate records, failure to pay all paid sick time, failure to  
12 reimburse expenses, and failure to pay split shift premiums.

13 **JURISDICTION AND VENUE**

14 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to  
15 California Code of Civil Procedure section 410.10 to determine alleged violations of the California  
16 Labor Code, California Business and Professions Code, and Wage Order No. 1.

17 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that  
18 Defendants reside in Sacramento County. In addition, some of the wrongful acts and violations of law  
19 asserted herein occurred within Sacramento County, and Defendants’ obligation to pay wages arose in  
20 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414  
21 (1984).

22 4. On May 17, 2022, Joe Hart sought permission pursuant to California Labor Code section  
23 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney  
24 General on behalf of himself and other similarly situated employees, which included Plaintiffs. Pursuant  
25 to California Labor Code section 2699.3, Mr. Hart gave written notice via online submission to the  
26 Labor and Workforce Development Agency (“LWDA”) on approximately May 17, 2022. Mr. Hart  
27 provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted  
28 under the Private Attorneys General Act cause of action. Mr. Hart also submitted the \$75.00 filing fee.

1 The May 17, 2022, notice was also sent via certified mail to Defendants on the same day. To date, the  
2 LWDA has not provided any response to Mr. Hart's notice correspondence. The original notice was  
3 amended on June 9, 2023, to include Plaintiffs as named representatives. *See Hutcheson v. Sup. Ct.*, 74  
4 Cal. App. 5th 932, 945 (2022) (holding another individual may be substituted in to take over a pending  
5 PAGA action and relation back will apply where the subsequent claims rest on the same general set of  
6 facts, involve the same injury, and refer to the same instrumentality as the claims in the original  
7 complaint). Plaintiffs' notice includes the same facts and legal bases for claims as Mr. Hart's notice.  
8 The June 9, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the  
9 LWDA has not provided any response to Plaintiffs' notice correspondence. Accordingly, Plaintiffs have  
10 exhausted all administrative remedies pursuant to the Private Attorneys General Act ("PAGA") and may  
11 bring this action on behalf of themselves and all similarly situated employees, *i.e.*, Aggrieved  
12 Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal.  
13 App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees includes but is not limited to the  
14 following: all individuals who have, or continue to, work for Defendants in California from May 17,  
15 2021 to the present.

### 16 PARTIES

17 5. CLINT DAVIDSON is an individual over the age of eighteen (18) and is a resident of  
18 the State of California.

19 6. PATRICK WIRTH is an individual over the age of eighteen (18) and is a resident of  
20 the State of California.

21 7. On information and belief, Plaintiffs allege, ALUMINUM COATING  
22 TECHNOLOGIES, INC., is now and/or at all times mentioned in this Complaint was a California  
23 Corporation and the owner and operator of an industry, business and/or facility doing business in the  
24 State of California.

25 8. Plaintiffs are informed and believe, and thereupon allege, that BRUCE CENICEROS  
26 is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiffs  
27 further alleges that BRUCE CENICEROS is an owner, director, officer, and/or managing agent of  
28 ALUMINUM COATING TECHNOLOGIES, INC. responsible for causing the violations outlined in

1 the First through Seventh and Ninth causes of action. As such BRUCE CENICEROS is individually  
2 liable pursuant to California Labor Code section 558.1.

3 //

4 9. Plaintiffs are informed and believe, and thereupon allege, that ANDREA  
5 CENICEROS is an individual over the age of eighteen (18) and is a resident of the State of  
6 California. Plaintiffs further alleges that ANDREA CENICEROS is an owner, director, officer,  
7 and/or managing agent of ALUMINUM COATING TECHNOLOGIES, INC. responsible for  
8 causing the violations outlined in the First through Seventh and Ninth causes of action. As such  
9 ANDREA CENICEROS is individually liable pursuant to California Labor Code section 558.1.

10 10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the  
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and  
12 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true  
13 names and capacities of these DOE Defendants when they are ascertained.

14 11. At all times mentioned herein, each Defendant was the agent or employee of each of the  
15 other Defendants and was acting within the course and scope of such agency or employment. The  
16 Defendants are jointly and severally liable to Plaintiffs.

17 12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint  
18 were members of and/or engaged in a joint employment, joint venture, partnership and common  
19 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,  
20 joint venture, partnership and common enterprise.

21 13. Defendants, and each of them, now and/or at all times mentioned in this Complaint  
22 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

23 14. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,  
24 wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 **CLASS ALLEGATIONS**

26 15. Plaintiffs bring the First through Eighth Causes of Action on behalf of themselves and  
27 all others similarly situated as a class action pursuant to California Code of Civil Procedure section  
28 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

1 All individuals who have, or continue to, work for Defendants as non-  
2 exempt employees in California from May 23, 2018 to the present.

3 16. This action has been brought and may be properly maintained as a class action,  
4 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-  
5 defined community of interests in the litigation and the proposed class is easily ascertainable.

6 (a) Numerosity: The putative class is so numerous that the individual joinder of all members  
7 is impracticable under the circumstances of this case. While the exact number of class  
8 members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that  
9 Defendants have employed as many as fifty (50) individuals falling within the above  
10 stated class definition throughout the State of California during the applicable statute of  
11 limitations, who were subjected to the policies and practices outlined in this Complaint.  
12 As such, joinder of all members of the putative class is not practicable.

13 (b) Common Questions Predominate: Common questions of law and fact exist as to all  
14 members of the putative class and predominate over questions that affect only individual  
15 members of the class. These common questions of law and fact include, without  
16 limitation, the following:

- 17 (1) Whether Defendants had a policy or practice to pay split shift premiums;
- 18 (2) Whether Defendants had a policy or practice to incorporate the value of all non-  
19 discretionary remuneration when calculating putative class members' regular rates  
20 of pay for the purpose of paying overtime wages;
- 21 (3) Whether Defendants had a policy or practice to incorporate the value of all non-  
22 discretionary remuneration when calculating putative class members' regular rates  
23 of pay for the purpose of paying paid sick time;
- 24 (4) Whether Defendants had a policy or practice to pay putative class members all  
25 overtime and double time wages they were owed;
- 26 (5) Whether Defendants had a policy or practice authorizing and permitting all meal  
27 periods owed;
- 28

- 1 (6) Whether Defendants had a policy or practice authorizing and permitting all rest  
2 periods owed;
- 3 (7) Whether Defendants had a policy or practicing authorizing a second meal period  
4 when putative class members worked shifts over 10 hours;
- 5 (8) Whether Defendants had a policy or practice authorizing a third rest period when  
6 putative class members worked shifts over 10 hours;
- 7 (9) Whether Defendants required putative class members to use their personal  
8 cellphones for work without paying any reimbursement;
- 9 (10) Whether Defendants had a policy or practice to reimburse putative class members  
10 for expenses incurred for work;
- 11 (11) Whether as a result of Defendants' policies and practices putative class members  
12 received all wages, due and owing, at the time of their termination or separation;  
13 and
- 14 (12) Whether Defendants provided putative class members with wage statements that  
15 complied with Labor Code section 226.

16 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative  
17 class. The putative class also sustained damages arising out of Defendants' common  
18 course of conduct in violation of the law as complained of herein. Plaintiffs and all  
19 members of the putative class were non-exempt employees who received non-  
20 discretionary remuneration that was not incorporated into the regular rate of pay, worked  
21 uncompensated overtime and double time hours, worked split shifts, did not receive all  
22 meal and rest periods owed, and used their personal cellphones for work resulting in  
23 failure to pay overtime, failure to pay split shift premiums, meal and rest period  
24 violations, and expenses that should have been reimbursed. Additionally, Defendants  
25 issued Plaintiffs and all members of the putative class wage statements that did not  
26 comply with Labor Code section 226. As a result, Plaintiffs and each member of the  
27 putative class will have suffered the same type of harm and seek the same type of  
28 recovery based on the same legal theories.



1 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the  
2 putative class. For all relevant times, Plaintiffs resided in California and worked for  
3 Defendants in California. Moreover, Plaintiffs are adequate representatives of the  
4 putative class as Plaintiffs have no interests that are adverse to those of putative class  
5 members. Additionally, Plaintiffs have retained counsel who has substantial experience  
6 in complex civil litigation and wage and hour matters.

7 (e) Superiority: A class action is superior to other available means for the fair and efficient  
8 adjudication of the controversy since individual joinder of all members of the putative  
9 class is impracticable. Class action treatment will permit a larger number of similarly  
10 situated persons to prosecute their common claims in a single forum simultaneously,  
11 efficiently, and without the unnecessary duplication of effort and expense that numerous  
12 individual actions would engender. Further, as damages suffered by each individual  
13 member of the class may be relatively small, the expenses and burden of the individual  
14 litigation would make it difficult or impossible for individual members of the class to  
15 redress the wrongs done to them, and an important public interest will be served by  
16 addressing the matter as a class action. The cost to the court system of adjudication of  
17 such individualized litigation would be substantial. Individualized litigation would also  
18 present the potential for inconsistent or contradictory judgments.

19 17. Plaintiffs are unaware of any difficulties that are likely to be encountered in the  
20 management of this action that would preclude its maintenance as a class action.

21 **GENERAL ALLEGATIONS**

22 18. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 17 as though fully  
23 set forth herein.

24 19. Plaintiffs worked for Defendants within the claim period as non-exempt employees.  
25 Similarly situated employees also worked for Defendants as non-exempt employees. Plaintiff and  
26 similarly situated employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a  
27 week, incurring overtime and were paid non-discretionary remuneration, including but not limited to  
28 bonuses. Defendants did not correctly incorporate the value of the nondiscretionary remuneration into

1 Plaintiffs' and similarly situated employees' regular rates of pay when calculating overtime, double  
2 time, or paid sick time.

3 20. Defendants failed to pay Plaintiffs and similarly situated employees all overtime and  
4 double time premiums they were owed. If Plaintiff and similarly situated employees worked a  
5 significant amount of overtime or double time, Defendants would spread those hours out over other days  
6 to avoid paying all overtime and double time premiums owed.

7 21. Defendants required Plaintiffs and similarly situated employees to work split shifts  
8 without paying split shift premiums.

9 22. Defendants failed to authorize and permit Plaintiffs and similarly situated employees to  
10 take all meal and rest periods they were entitled to. Plaintiffs and similarly situated employees worked  
11 on time sensitive tasks that prevented them from being able to take all meal and rest periods or  
12 prevented them from being able to timely take their meal and rest periods. Additionally, Plaintiffs and  
13 similarly situated employees worked shifts longer than ten (10) hours in a day and did not receive all  
14 second meal periods and third rest periods they were entitled to. Defendants did not pay Plaintiffs and  
15 similarly situated employees premiums for noncompliant meal and rest periods.

16 23. Defendants required Plaintiffs and similarly situated employees to use their personal  
17 cellphone for task at work, such as tracking hours worked, placing online orders for parts, or looking up  
18 parts and commutating what parts to order. Defendants did not reimburse Plaintiffs and similarly  
19 situated employees for the use of their personal cellphones for work.

20 24. Defendants failed to provide Plaintiffs and similarly situated employees with legally  
21 compliant paystubs. The paystubs Defendants issued did not itemize the total hours worked, accurate  
22 regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate  
23 gross and net wages earned. As a result, Plaintiffs and similarly situated employees were not able to  
24 determine the total wages owed to them from their paystubs alone.

25 25. To date, Defendants have not paid Plaintiffs and similarly situated employees all  
26 overtime and double time wages, paid sick time, split shift premiums, and meal and rest period  
27 premiums owed to them.

28 //





1 However, if the total hours worked is no more than twelve (12) hours, the second meal period may  
2 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one  
3 (1) hour of pay at their regular rate of compensation for each meal period not provided.

4 40. Defendants employed Plaintiffs and similarly situated employees for periods of more  
5 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal  
6 period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more  
7 than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated  
8 employees to take their first meal period before the completion of their fifth hour of work and failed  
9 to allow Plaintiffs and similarly situated employees to take their second meal period before the  
10 completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive  
11 their rights to all meal periods throughout their employment.

12 41. Defendants further failed to pay Plaintiffs and similarly situated employees the  
13 applicable meal period premiums for any such missed meal breaks.

14 42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated  
15 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
16 incorporated here to the extent pertinent as if set forth here in full.

17 **FOURTH CAUSE OF ACTION**  
18 **REST PERIOD VIOLATIONS**  
**(As to all Defendants)**

19 43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully  
20 set forth herein.

21 44. An employer must provide an employee a rest period in accordance with the  
22 applicable Wage Order and California Labor Code section 226.7.

23 45. California Labor Code section 226.7 and Wage Order No. 1, section 12(A) require an  
24 employer to provide a rest period of not less than ten (10) minutes for each work period of more than  
25 four (4) hours or a major fraction thereof.

26 46. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly  
27 situated employees to take paid rest periods of at least ten (10) minutes for each work period that  
28 they worked more than four (4) hours or a major fraction thereof.

1 47. Defendants further failed to pay Plaintiffs and similarly situated employees the  
2 applicable rest period premiums for any such missed rest periods.

3 48. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated  
4 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
5 incorporated here to the extent pertinent as if set forth here in full.

6 **FIFTH CAUSE OF ACTION**  
7 **WAGE STATEMENT VIOLATIONS**  
8 **(As to all Defendants)**

9 49. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 48 as though fully  
10 set forth herein.

11 50. Pursuant to California Labor Code section 226(a), an employer must provide an itemized  
12 statement to an employee, semimonthly or at the time of each payment of wages, showing:

13 *(1) gross wages earned, (2) total hours worked by the employee, except for*  
14 *any employee whose compensation is solely based on a salary and who is*  
15 *exempt from payment of overtime under subdivision (a) of Section 515 or*  
16 *any applicable order of the Industrial Welfare Commission, (3) the*  
17 *number of piece-rate units earned and any applicable piece rate if the*  
18 *employee is paid on a piece-rate basis, (4) all deductions, provided that*  
19 *all deductions made on written orders of the employee may be aggregated*  
20 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*  
21 *period for which the employee is paid, (7) the name of the employee and*  
22 *the last four digits of his or her social security number or an employee*  
23 *identification number other than a social security number, (8) the name*  
24 *and address of the legal entity that is the employer and, if the employer is*  
25 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*  
26 *name and address of the legal entity that secured the services of the*  
27 *employer, and (9) all applicable hourly rates in effect during the pay*  
28 *period and the corresponding number of hours worked at each hourly rate*  
*by the employee. The deductions made from payment of wages shall be*  
*recorded in ink or other indelible form, properly dated, showing the*  
*month, day, and year, and a copy of the statement and the record of the*  
*deductions shall be kept on file by the employer for at least three years at*  
*the place of employment or at a central location within the State of*  
*California.*

51. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an  
itemized statement or failed to provide an accurate and complete itemized statement showing the  
requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not  
accurately itemize all applicable hourly rates in effect during the pay period and the corresponding  
number of hours worked at each hourly rate, meal and rest premiums, and gross and net wages

1 earned. Plaintiffs and similarly situated employees suffered confusion over whether they received all  
2 wages owed and were prevented from effectively challenging information on their wage statements.

3 52. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated  
4 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
5 incorporated here to the extent pertinent as if set forth here in full.

6 **SIXTH CAUSE OF ACTION**  
7 **WAITING TIME PENALTIES**  
8 **(As to all Defendants)**

9 53. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 52 as though fully  
10 set forth herein.

11 54. An employer must pay an employee who is terminated all unpaid wages immediately  
12 upon termination. *See* Cal. Lab. Code § 201.

13 55. An employer must pay an employee who resigns all unpaid wages within seventy-two  
14 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

15 56. Plaintiffs and similarly situated employees did not receive all wages, including split shift  
16 premiums, overtime wages, meal and rest period premiums, or all sick leave pay owed at their  
17 termination or within the required time after their separation from employment.

18 57. An employer who willfully fails to pay an employee wages in accordance with California  
19 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)  
20 days. *See* Cal. Lab. Code § 203.

21 58. Defendants knew of their obligation to pay Plaintiffs and similarly situated employees  
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs  
23 and similarly situated employees worked split shifts, did not receive all meal and rest periods, worked  
24 overtime and double time worked, and were paid non-discretionary remuneration, but failed to correctly  
25 compensate putative class members for all wages owed. Such conduct shows Defendants had  
26 knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the  
27 remaining wages owed.

28 //

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1 Moreover, through Defendants conduct Plaintiffs and similarly situated employees were denied statutory  
2 protections regarding meal and rest periods.

3 67. Plaintiffs further alleges that such actions and/or conduct constitute a violation of the  
4 California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to  
5 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

6 68. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the  
7 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to  
8 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code  
9 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an  
10 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

11  
12 **NINTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
13 **(As to all Defendants)**

14 69. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 68 as though fully  
15 set forth herein.

16 70. Plaintiffs have alleged to the Labor Commissioner that Defendants have violated the  
17 following provisions of the Labor Code in their dealings with Plaintiffs and other similarly situated  
18 current and former employees:

- 19 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime  
20 Wages)
- 21 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 1, §§ 11(A) and 11(B)  
22 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 23 • Violation of Labor Code § 226.7 and Wage Order No. 1, § 12(A) (Failure to Provide Rest  
24 Periods or Pay Premiums in Lieu Thereof)
- 25 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 26 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 27 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work  
28 in Any Industrial Welfare Commission Order)

- 1 • Violation of Labor Code §§ 226.3, 1174, 1198 and IWC Wage Order No. 1, § 7 (Failure
- 2 to Maintain Accurate Records)
- 3 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 4 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 5 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Split
- 6 Shift Premiums)

7 71. Plaintiffs seek civil penalties against Defendants as provided in the California Labor  
8 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section  
9 2699(f)(2).

10 72. Plaintiffs seek these civil penalties from Defendants pursuant to California Labor Code  
11 sections 2699(a) and 2699.3.

12 73. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees  
13 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
14 the extent pertinent as if set forth here in full.

15 **DAMAGES**

16 WHEREFORE Plaintiffs requests relief as follows:

- 17 1. A jury trial;
- 18 2. As to the First Cause of Action:
  - 19 a. Wages in an amount to be proven at trial;
  - 20 b. Interest for the wages due pursuant to California Labor Code section 1194;
  - 21 c. For reasonable attorney's fees and costs incurred pursuant to California Labor  
22 Code section 1194;
- 23 3. As to the Second Cause of Action:
  - 24 a. Wages in an amount to be proven at trial;
  - 25 b. Interest for the wages due pursuant to California Labor Code section 1194;
  - 26 c. For reasonable attorney's fees and costs incurred pursuant to California Labor  
27 Code section 1194;
  - 28 d. Liquidated damages pursuant to California Labor Code section 1194.2;

1           4.    As to the Third Cause of Action:

- 2               a.    Wages in an amount to be proven at trial;
- 3               b.    Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4                        section 1021.5;

5           5.    As to the Fourth Cause of Action:

- 6               a.    Wages in an amount to be proven at trial;
- 7               b.    Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 8                        section 1021.5;

9           6.    As to the Fifth Cause of Action:

- 10              a.    Penalties as provided for in Labor Code section 226, including the greater of all
- 11                        actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 12                        violation occurred and one hundred dollars (\$100.00) per employee for each
- 13                        violation in the subsequent pay periods, but not to exceed four thousand dollars
- 14                        (\$4,000.00);
- 15              b.    For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 16                        226(e);

17           7.    As to the Seventh Cause of Action:

- 18              a.    An amount to be proven at trial;
- 19              b.    For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

20           8.    As to the Ninth Cause of Action:

- 21              a.    For civil penalties as provided in the Labor Code for each enumerated
- 22                        violation;
- 23              b.    For those Labor Code sections where there is no civil penalty provided for their
- 24                        violation, the default penalty provided in Labor Code section 2699(f): for any
- 25                        initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
- 26                        period; For any subsequent violation, two hundred dollars (\$200) for each
- 27                        aggrieved employee per pay period;
- 28              c.    Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

1 d. For any other remedies as allowed by law and/or deemed appropriate by the  
2 Court;

3 9. For such other and further relief as this Court may deem just and proper,  
4 including, but not limited to:

- 5 a. Wages as proved at trial;  
6 b. Injunctive and Declaratory relief;  
7 c. Attorney's fees and costs as provided for by law; and  
8 d. Interest.

9  
10  
11 Dated: August 22, 2023

**Shimoda & Rodriguez Law, PC**

12  
13 By: *Brittany Berzin*  
14 Galen T. Shimoda  
15 Justin P. Rodriguez  
16 Brittany V. Berzin  
17 Attorneys for Plaintiffs  
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1 *Hart v. Aluminum Coating Technologies, Inc.*  
2 *Sacramento County Superior Court of California 34-2022-00320564*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**  
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the  
7 within above-entitled action.

8 On August 24, 2023, I served the following documents on the party below:

- 9 • THIRD AMENDED COMPLAINT FOR DAMAGES

10 Erica L. Rosasco (SBN 220836) 11 Michael Blankinship (SBN 302659) 12 Rosasco Law Group, APC 13 6540 Lonetree Blvd., Ste. 100 14 Rocklin, California 95765 15 Phone: (916) 672-6552 16 Fax: (916) 672-6563 17 Email: <a href="mailto:erica@rosascolawgroup.com">erica@rosascolawgroup.com</a> <a href="mailto:mike@rosascolawgroup.com">mike@rosascolawgroup.com</a> <a href="mailto:accounting@rosascolawgroup.com">accounting@rosascolawgroup.com</a>	
--	--

15 [ ] [By Mail] I am familiar with my employer's practice for the collection and  
16 processing of correspondence for mailing with the United States Postal  
17 Service and that each day's mail is deposited with the United States Postal  
18 Service that same day in the ordinary course of business. On the date set forth  
19 above, I served the aforementioned document(s) on the parties in said action  
20 by placing a true copy thereof enclosed in a sealed envelope with postage  
21 thereon fully prepaid, for collection and mailing on this date, following  
22 ordinary business practices, at Elk Grove, California, addressed as set forth  
23 above.

24 [ ] [By Personal Service] By personally delivering a true copy thereof to the  
25 office of the addressee above.

26 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown  
27 above. No error was reported by the e-mail service that I used.

28 [ ] [By Overnight Courier] By causing a true copy and/or original thereof to be  
personally delivered via the following overnight courier service: UPS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct, and that this declaration was executed on August 24, 2023, at Salt Lake City, Utah.

Shaniya Baird  
Shaniya Baird

# **EXHIBIT C**



Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd.  
Suite #120  
Elk Grove, CA 95624  
Ph. (916) 525-0716  
Fax (916) 760-3733  
www.shimodalaw.com

June 9, 2023

**For Online Filing:**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

**Re: *Hart v. Aluminum Coating Technologies, Inc.***

Dear Labor Commissioner,

We previously submitted this notice on behalf of Joe Hart on May 17, 2022. We now amend this notice to include Clint Davidson and Patrick Wirth (“Plaintiffs”). The facts and theories and claims alleged have not changed. I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Aluminum Coating Technologies, Inc.  
8290 Alpine Ave.  
Sacramento, CA 95826

Bruce Cenicerros  
8290 Alpine Ave.  
Sacramento, CA 95826

Andrea Cenicerros  
8290 Alpine Ave.  
Sacramento, CA 95826

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Aluminum Coating Technologies, Inc, Bruce Cenicerros and Andrea Cenicerros (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiffs and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all individuals who have, or continue to, for Defendants in California as non-exempt employees in California from May 17, 2021 to the present. Plaintiffs are clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a Plaintiffs has PAGA standing if affected by one of the alleged violations; the Plaintiffs need not have personally experienced all the violations pursued in PAGA action).



## A. FACTS

Plaintiffs worked for Defendants as non-exempt employees. Aggrieved Employees also worked for Defendants as non-exempt employees. Plaintiffs and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime and were paid non-discretionary remuneration, including but not limited to bonuses. Defendants did not correctly incorporate the value of the non-discretionary remuneration into Plaintiffs' and Aggrieved Employees' regular rates of pay when calculating overtime, double time, or paid sick time.

Defendants failed to pay Plaintiffs and Aggrieved Employees all overtime and double time premiums they were owed. If Plaintiffs and Aggrieved Employees worked a significant amount of overtime or double time, Defendants would spread those hours out over other days to avoid paying all overtime and double time premiums owed.

Defendants required Plaintiffs and Aggrieved Employees to work split shifts without paying split shift premiums.

Defendants failed to authorize and permit Plaintiffs and Aggrieved Employees to take all meal and rest periods they were entitled to. Plaintiffs and Aggrieved Employees worked on time sensitive tasks that prevented them from being able to take all meal and rest periods or prevented them from being able to timely take their meal and rest periods. Additionally, Plaintiffs and Aggrieved Employees worked shifts longer than ten (10) hours in a day and did not receive all second meal periods and third rest periods they were entitled to. Defendants did not pay Plaintiffs and Aggrieved Employees premiums for noncompliant meal and rest periods.

Defendants required Plaintiffs and Aggrieved Employees to use their personal cellphone for task at work, such as tracking hours worked, placing online orders for parts, or looking up parts and commutating what parts to order. Defendants did not reimburse Plaintiffs and Aggrieved Employees for the use of their personal cellphones for work.

Defendants failed to provide Plaintiffs and Aggrieved Employees with legally compliant paystubs. The paystubs Defendants issued did not itemize the total hours worked, accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and net wages earned. As a result, Plaintiffs and Aggrieved Employees were not able to determine the total wages owed to them from their paystubs alone.

As of this date of this letter, Defendants have not paid Plaintiffs and Aggrieved Employees all overtime and double time wages, paid sick time, split shift premiums, and meal and rest period premiums owed to them.





## **B. ALLEGATIONS AND CHARGES**

### **Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)**

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiffs and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiffs and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

### **Count Two - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 1, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 1, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiffs and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

### **Count Three – Violation of Labor Code § 226.7 and Wage Order No. 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 1, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiffs and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.



**Count Four – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)**

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . .” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiffs and Aggrieved Employees. This is in violation of the law.

**Count Five – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)**

Labor Code sections 201-203 require that all wages, including overtime, meal and rest premiums, split shift premiums, and paid sick time, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiffs and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

**Count Six – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)**

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiffs and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Bruce Cenicerros and Andrea Cenicerros were officers, directors, shareholders, and/or managing agents of Aluminum Coating Technologies, Inc. responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.



**Count Seven – Violation of Labor Code §§ 226.3, 1174, 1198 and IWC Wage Order No. 1, § 7 (Failure to Maintain Accurate Records)**

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiffs and Aggrieved Employees' wage records and hours worked. This was against the law.

Labor Code section 1198 provides the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The records requirement in Wage Order No. 1, § 7 is a "standard condition of labor fixed by the commission." See Cal. Labor Code § 1198. It provides, "Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including ... time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... Total hours worked during the payroll period and applicable rates of pay..." See Wage Order No. 1, § 7. Defendants failed to keep accurate records in compliance with Wage Order No. 1, § 7 and Labor Code § 1198. This was against the law.

**Count Eight – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)**

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick



leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiffs and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiffs will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

**Count Nine – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)**

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for personal cellphone use by Plaintiffs and Aggrieved Employees. This was in violation of the law.

**Count Ten – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Split Shift Premiums)**

During the period Plaintiffs and Aggrieved Employees were employed by Defendants they were entitled to be paid at least one hour's pay at the State's minimum wage rate for each split shift that they worked. *See* IWC Wage Order No. 1, § 4; Cal. Lab. Code §§ 1194, 1197.1. Defendants did not pay the added split shift premium as a minimum wage for scheduled split shifts worked by Plaintiffs and Aggrieved Employees. Thus, Plaintiffs and Aggrieved Employees are owed split shift premiums. This is against the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

**Shimoda & Rodriguez Law, PC**

By:   
Brittany V. Berzin

cc: Clients via e-mail

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**  
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the  
7 within above-entitled action.

8 On June 9, 2023, I served the following documents on the party below:

- 9 • AMENDED PRIVATE ATTORNEYS GENERAL ACT (PAGA)

10 Andrea Cenicerros 8290 Alpine Ave. Sacramento, CA 95826	Aluminum Coating Technologies, Inc. 8290 Alpine Ave. Sacramento, CA 95826
11 12 Bruce Cenicerros 8290 Alpine Ave. Sacramento, CA 95826	

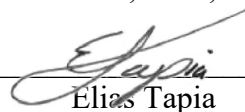
13 [ XXX ] [By Certified Mail] I am familiar with my employer's practice for the  
14 collection and processing of correspondence for mailing with the United  
15 States Postal Service and that each day's mail is deposited with the United  
16 States Postal Service that same day in the ordinary course of business. On the  
17 date set forth above, I served the aforementioned document(s) on the parties in  
18 said action by placing a true copy thereof enclosed in a sealed envelope with  
19 postage thereon fully prepaid, for collection and mailing on this date,  
20 following ordinary business practices, at Elk Grove, California, addressed as  
set forth above.

21 [ ] [By Personal Service] By personally delivering a true copy thereof to the  
office of the addressee above.

22 [ ] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown  
23 above. No error was reported by the e-mail service that I used.

24 [ ] [By Overnight Courier] By causing a true copy and/or original thereof to be  
personally delivered via the following overnight courier service: UPS.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
26 true and correct, and that this declaration was executed on June 9, 2023, at Elk Grove, California.

27   
28 \_\_\_\_\_  
Elias Tapia

# **EXHIBIT D**

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
2 Brittany V. Berzin (Cal. State Bar No. 325121)  
**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  
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 ALUMINUM COATING TECHNOLOGIES,  
15 INC., a California Corporation;  
16 BRUCE CENICEROS, an individual;  
17 ANDREA CENICEROS, an individual; and  
DOES 1 to 100, inclusive,

18 Defendants.

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

**CLASS ACTION**

**DECLARATION OF SEAN HARTRANFT  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Reservation No.: A-320564-001

Date: March 8, 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

Trial Date: None set

**DECLARATION OF SEAN HARTRANFT**

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action’s team has been directly involved with class action administration for a combined 15 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to sensitive personal information, to ensure they do not pose a threat to the



1 security of client or class member information. To guarantee the security of the settlement administration  
2 process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as  
3 required by legal standards and best practices in the legal profession.

4 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer  
5 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement  
6 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary  
7 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,  
8 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and  
9 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class  
10 USPS mail.

11 7. The administration fees for Apex Class Action's management of this settlement are  
12 estimated at \$7,900.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing  
13 the specific administration services that will be provided.

14  
15 I declare under penalty of perjury under the laws of the state of California that the foregoing is  
16 true and correct. Executed this 5th day of January 2024, in Irvine, California.

17  
18   
19 \_\_\_\_\_  
20 Sean Hartranft  
21  
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# **EXHIBIT A**



## CASE TYPES

---

- Wage & Hour
- Private Attorneys  
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards  
Act (FLSA)
- Telephone Consumer  
Protection Act (TCPA)
- Employee Retirement  
Income Security Act  
(ERISA)
- Consumer
- Product Liability

## SUMMARY

---

Apex Class Action is a team of experienced professionals with a strong understanding of the legal processes and procedures surrounding the settlement of class action lawsuits. As an organization, we possess excellent communication and organizational skills that are combined with innovative technology to efficiently manage complex projects and timelines.

From pre-settlement consultation to final disbursement, our technology platform and data security management measures are centered around integration, automation, and observability to ensure that class members are quickly and accurately paid.

## PRELIMINARY CONSULTATION

---

Our complimentary preliminary consultation is used to create a framework for ensuring that all parties understand the project's scope, timeline, and budget. After establishing objectives and expectations between the plaintiff and defense counsel, our team will explore any additional opportunities to identify potential class members. Going as far as providing a detailed interactive banner ad campaign and print media options to achieve maximum reach.

## CASE MANAGEMENT

---

Our expert Data Managers and Senior Case Executives oversee the administration of all class action lawsuits, ensuring compliance with court orders, settlement agreements, and industry standards. We work closely with the plaintiff and defense counsel to manage the settlement process, including the funding and distribution of settlement funds to eligible class members.

Our mailing and notification services start with data scrubbing and creation of a class database to ensure the correct contact information of all class members. Furthermore, the class data base will then be validated using the USPS National Change of Address (NCOA) database. Court certified translation with over 65 languages are available.. If mail is returned as undeliverable, all notices will be re-mailed after obtaining an updated address through skip tracing the class members' contact information.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our ability to offer cost-effective pricing is based on our expertise in utilizing cutting-edge technology, highly skilled professionals, and an optimized process. If the courts approve the use of the latest electronic notification methods, such as email and banner ads, this solution will provide both certainty and cost-effectiveness. By utilizing electronic disbursement, we can offer a highly efficient strategy where settlement awards are delivered directly to class members without the potential drawbacks associated with traditional mail delivery.

## **TAX COMPLIANCE & CASE RESOLUTION**

---

Apex's proprietary technology to manage the qualified settlement fund (QSF) administration allows us to efficiently handle the process from procurement of an FDIC-insured bank account all the way to preparing and filing 1120-SF tax returns. Our full suite of QSF services includes:

- Preparing Documents
- Opening FID-Insured Bank Account
- Timely Reporting of QSF Balance
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations
- Obtaining QSF Tax ID
- Treasury Management
- QSF Audit Reports

## **CONTACT**

---

**Address**  
PO Box 54668  
Irvine, CA 92619

**Email**  
[Info@apexclassaction.com](mailto:Info@apexclassaction.com)

**Phone**  
1.800.355.0700

# **EXHIBIT B**



**Quotation Request:**  
 Brittany Berzin  
 Shimoda & Rodriguez Law, PC  
 bberzin@shimodalaw.com  
 833.201.0213

**Case Name:** Hart v. Aluminum Coating Technologies, Inc.  
**Date:** Wednesday, December 20, 2023  
**RFP Number:** 02130010

**Prepared By:**  
 Sean Hartranft  
 Apex Class Action LLC  
 Sean@apexclassaction.com  
 949.878.3676

Settlement Specifications	
Estimated Class Size:	175
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
<b>Data Analytics and Standardization</b>				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$550.00

<b>Mailing of Class Notice</b>				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	175	\$262.50
USPS First Class Postage	Per Piece	\$0.87	175	\$152.25
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.50	35	\$87.50
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$49.62	1	\$49.62
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$1,984.37

<b>Project Management</b>				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$50.00	1	\$50.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$550.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	175	\$262.50
USPS First Class Postage	Per Piece	\$0.66	175	\$115.50
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	18	\$37.63
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$3,485.63

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

<b>TOTAL ESTIMATED ADMINISTRATION COST:</b>	<b>\$7,900.00</b>
---	-------------------

Thank you for your business!



## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.



# **EXHIBIT E**

Hart v. Aluminum Coating Technologies - Shimoda & Rodriguez Law, PC Costs

Date	Description	Total
5/17/2022	Payment to LWDA - PAGA Filing Fee	75.00
05-17-2022	Certified Mail for PAGA	14.04
6/1/2022	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	500.00
6/2/2022	One Legal Fee - Complaint fee \$435, Complex fee \$1000, filing fee \$121.09	1,556.09
6/6/2022	ALS Service Fee - Aluminum Coating inv 176872	74.45
6/7/2022	Service Fee to Court - Complex Fees	40.00
8/10/2022	One Legal Service Fee - First Amended Complaint #18638487	78.76
8/18/2022	Certified Mail - N&As to OC	2.64
9/20/2022	One Legal Service Fee - Proof of Service Summons, Proof of Service of Summons, Proof of Service of Summons - 18921978	61.26
10/24/2022	One Legal Service Fee - declaration on Brittany V. Berzin ISO motion ascertain substitute class representative support motion to ascertain substitute class representative 19156190	271.79
12/29/2022	One Legal Service Fee - Reply Brief In Support of Motion to Ascertain A Substitute Class Representative 19544674	61.26
1/18/2023	One Legal Service Fee - Filing of Joint Case Management Statement	50.00
2/6/2023	One Legal Service Fee - Proposed order 19768887	78.76
2/7/2023	One Legal Service Fee - Case Management Statement 19654800	61.26
5/2/2023	One Legal Service Fee - Case Management Statement 20290192	61.26
6/9/2023	Certified Mail - Amended PAGA	14.97
6/19/2023	One Legal Service Fee - Second amended complaint order 20583156	78.76
6/25/2023	Expenses - Phoenix class administration fee	420.21
7/5/2023	One Legal Service Fee - Case Management statement order 20697012	61.26
7/5/2023	One Legal Service Fee - Stipulation order regarding mediation order 20714878	81.85
8/24/2023	One Legal Service Fee - \$20 court fee, \$102.51 filing fee order 21058997	122.51
8/31/2023	One Legal Service Fee - Amended complaint order 21074552	101.92
12/19/2023	Mediation Fee	7,500.00
Anticipated	One Legal - CMC	81.85
Anticipated	PAM Motion	60.00
Anticipated	One Legal - PAM	300.00
Anticipated	FAM Motion	60.00
Anticipated	One Legal - FAM	\$300
Anticipated	One Legal - Compliance Decl	81.85
		<b>12,251.75</b>

# **EXHIBIT F**

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 objection must (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 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 to sending your 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 28, 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/sscdept28>. To join by phone: (833) 568-8864 / ID: 16039062174. 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  
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*

**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 G**



## Shaniya Baird

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**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, February 9, 2024 12:51 PM  
**To:** Shaniya Baird  
**Subject:** Thank you for your Proposed Settlement Submission

02/09/2024 12:50:25 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)