

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO**

**34-2022-00320564-CU-OE-GDS: Joe Hart vs. Aluminum Coating Technologies Inc a  
California Corporation  
05/24/2024 Hearing on Motion for Preliminary Approval of Settlement Class and PAGA  
Settlement in Department 22**

Tentative Ruling

Plaintiffs Clint Davidson and Patrick Wirth's ("Plaintiffs") motion for preliminary approval is UNOPPOSED and GRANTED as follows.

Hearing on Motion for Final Approval of Settlement is scheduled for 10/04/2024 at 9:00 AM in Department 22 at Gordon D. Schaber Superior Court.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for preliminary approval of a class action settlement. The Parties are urged to carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

**Background**

Joe Hart, the prior class representative, filed the action on or about May 23, 2022. Joe Hart exhausted administrative remedies by filing a notice on May 17, 2022, through the Labor and Workforce Development Agency ("LWDA") prior to amending the Complaint to add a PAGA claim. In around October 2022, Joe Hart settled his individual claims and no longer wished to fulfill the fiduciary role of a class representative. A Second Amended Complaint substituting Plaintiffs as the class representatives was filed on June 12, 2023. Plaintiffs exhausted administrative remedies by filing a notice with the LWDA on June 9, 2023. (Berzin Decl., ¶ 3; Exhibit List, Exh. C.) A Third Amended Complaint was filed on August 25, 2023, after Plaintiffs exhausted administrative remedies.

Plaintiffs allege that Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros, and Andrea Cenicerros ("Defendants") (1) failed to pay overtime wages; (2) failed to pay split shift premiums; (3) failed to provide meal periods or pay premiums in lieu thereof; (4) failed to provide rest periods or pay premiums in lieu thereof; (5) failed to provide accurate wage statements; (6) failed to timely pay final wages; (7) failed to reimburse expenses; and (8) engaged in unfair competition. (Berzin Decl., ¶¶ 3, 9-10.) Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. (*Ibid.*)

Plaintiffs now move for preliminary approval of the Parties' Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Agreement"). (Exhibit List, Exh. A ("SA").) Concurrently with the filing of the instant motion, Plaintiffs provided a copy of the Agreement to the LWDA. (*Id.*, Exh. G.) On March 8, 2024, the Court, on its own motion, continued the hearing on this matter for Plaintiffs to address several issues. (3-8-24

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Minute Order.) On April 30, 2024, Plaintiffs filed supplemental briefing and supporting declarations addressing the Court's concerns.

**Legal Standard**

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court's sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*.)

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement because the rights of the class members, including the named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine "whether the settlement is in the best interests of those whose claims will be extinguished" and "make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at pg. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg and Rubinstein on Class Actions* (6th ed. 2023) § 13:10.)

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**Provisional Class Certification**

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.)

Here, Plaintiffs seek provisional certification of the following class: “all individuals who have, or continue to, work for Defendants as non-exempt employees in California during the Class Period.” (SA, ¶ 1.5.) The Class Period means from May 23, 2018 up to the Preliminary Approval Date. (*Id.*, ¶ 1.6.)

Plaintiffs argue that provisional certification is appropriate because (1) the proposed Class of 159 individuals is sufficiently numerous and ascertainable from employee personnel and payroll files; (2) common questions of law and fact concerning Defendants’ wage and hour practices predominate; (3) Plaintiffs contend they suffered from the same unlawful policies, treatment, and circumstances as Class Members; (4) Plaintiffs are adequate representatives because there is no conflict between Plaintiffs and Class Members, Plaintiffs have vigorously pursued the claims on behalf of the Class, and Plaintiffs have retained experienced Counsel. (Mot., pp. 11:6-13:9.) The Court finds Plaintiffs’ arguments persuasive and provisionally certifies the Class for settlement purposes for the reasons specified in Plaintiffs’ moving papers.

**Class Representative and Class Counsel**

Plaintiffs are preliminarily appointed as Class Representatives. (SA, ¶ 1.7.) Galen T. Shimoda and Justin P. Rodriguez of Shimoda & Rodriguez Law, PC are preliminarily appointed as Class Counsel (“Counsel”). (*Id.*, ¶ 1.4.) The Court notes that the Agreement also identifies Brittany Berzin as Counsel; however, Ms. Berzin was disassociated as counsel in this matter. (3-26-24 Notice of Disassociation.)

**Fair, Adequate, and Reasonable Settlement**

Before approving a class action settlement, the Court must find that the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the

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amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement.” (*Ibid.*) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at p. 1802.)

Under the terms of the Agreement, Defendants deny liability, but agree to pay a Gross Settlement Amount (“GSA”) of \$225,000. (SA, ¶¶ 1.15, 5.1.) No portion of the GSA will revert to Defendants and Defendants are separately responsible for the payment of any applicable employer-side payroll taxes. (*Id.*, ¶¶ 5.1, 5.6.)

The following amounts will be paid from the GSA:

- Attorneys’ fees not to exceed 35% of the GSA or \$78,750 and the reimbursement of Counsel’s costs not to exceed \$15,000 (SA, ¶ 5.2);
- Settlement administration costs not to exceed \$10,000 (*id.*, ¶ 5.3);
- A class representative enhancement payment not to exceed \$10,000 (*id.*, ¶ 5.4);
- A PAGA Payment in the amount of \$10,000, 75% of which (\$7,500) will be distributed to the LWDA and 25% of which (\$2,500) will be paid to the Aggrieved Employees (*id.*, ¶ 5.5.)

The remaining amount – the Net Settlement Amount (“NSA”) is approximately \$101,250. (SA, ¶ 1.18; Berzin Decl., ¶ 10.) The average net award is approximately \$636.79. (Berzin Decl., ¶ 10.) The NSA will be distributed to the Participating Class Members on a pro-rata basis. Individual settlement shares will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Class Members. That fraction will then be multiplied by the NSA to arrive at the Class Member’s individual share. (SA, ¶ 5.8.) Similarly, each Aggrieved Employee’s share of the 25% of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks 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. (*Ibid.*)

The Individual Settlement and PAGA Payments will be allocated as follows: one-third of the settlement payment will be allocated to settlement of wage claims and will be reported on an IRS W-2 Form; two-thirds of the settlement payment will be allocated to settlement of claims for interest and penalties and will be reported on IRS 1099 Forms; 100% of the PAGA penalties will be allocated as penalties and will be reported on IRS 1099 Forms. (SA, ¶¶ 5.9.1, 5.9.2, 5.9.3.) Settlement checks will remain valid for no less than 180 days after the date of mailing. (*Id.*, ¶ 7.9.) For any checks not cashed by the void date, the Administrator will void the checks and

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transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee. (*Id.*, ¶¶ 5.6, 7.9.)

No later than 14 calendar days after Preliminary Approval, Defendant will provide the Class Data to the Administrator. (SA, ¶ 7.3.) No later than 14 days after receipt of the Class Data, the Administrator will perform a national change of address search, update the addresses accordingly, and send to all Class Members identified therein the Class Notice via first-class United States Postal Service mail. (*Ibid.*) Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. (*Id.*, ¶ 7.4.) If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. (*Ibid.*) The deadlines for Class Members' written objections, challenges to workweeks and/or pay periods, and requests for exclusion will be extended an additional 10 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (*Id.*, ¶¶ 1.20, 7.4, 7.5.1, 7.5.2, 7.5.3.) In response to the Court's concerns, the Parties have revised the Agreement to make clear that Class Members may either submit a written objection to the Agreement, appear at the final approval hearing to state their objection in the alternative, or both. (Rodriguez Decl., ¶¶ 2-3, Exh. H.)

Upon the Effective Date, which is defined, essentially, as the date Plaintiffs serve Defendants with the signed order granting final approval of the settlement, all Participating Class Members will be deemed to release the "Released Class Claims," which means "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." (SA, ¶¶ 1.13, 1.29, 6.1.) Similarly, upon the effective date, all Aggrieved Employees will be deemed to release the "Released PAGA Claims," meaning "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. (*Id.*, ¶¶ 1.13, 1.30, 6.2.) While the Court initially noted that the PAGA release should be based on the factual allegations in the LWDA Notice, the Court did not require any modification to the PAGA release based on Counsel's representation that factual allegations in the LWDA Notice and complaint were the same. (3-8-24 Minute Order.)

The moving papers demonstrate that the settlement was reached after extensive investigation and arms-length negotiations by the Parties. The parties engaged in informal discovery and exchange

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of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims. (Berzin Decl., ¶ 7.) On December 13, 2023, the Parties participated in a full-day mediation with an experienced mediator, Howard Broadman. (*Id.*, ¶ 8.) Counsel attests that the negotiations were at all times contentious and adversarial, though still professional in nature. (*Ibid.*)

Counsel attests that Plaintiffs calculated the maximum potential exposure for each of Plaintiffs' claims based on Counsel's analysis of the data produced by Defendants. (Berzin Decl., ¶ 9.) Plaintiffs estimated Defendants' maximum possible exposure is \$2,936,548.77, including \$286,335 for Plaintiffs' unpaid hours overtime wages claim (based on 10,605 workweeks, an average of 1 hour of unpaid overtime per week, and an overtime rate of \$27.00); \$4,427.38 for Plaintiffs' regular rate of pay overtime wages claim (based on a violation rate of 16.8% and an average of \$4.97 in unpaid overtime per period); \$128,850.75 for Plaintiffs' meal periods claim (based on a violation rate of 13.5%, 53,025 total shifts, and an average hourly rate of pay of \$18); \$128,850.75 for Plaintiffs' rest periods claim (based on a violation rate of 13.5%, 53,025 total shifts, and an average hourly rate of pay of \$18); \$3,531.89 for Plaintiffs' sick time claim (based on a violation rate of 4.6% and an average of \$14.48 in unpaid sick time wages); \$0 for the split shift claim, \$184,300 for Plaintiffs' wage statement claim (based on 3,686 pay periods and a \$50 per pay period penalty); \$583,200 for Plaintiffs' waiting time penalties claim (based on 135 formerly employed Class Members, an average hourly rate of \$18, a standard 8 hour day, and 30 days); \$74,235 for Plaintiffs' reimbursement claim (based on \$7 for cell phone use per week); and \$1,542,818 for Plaintiffs' PAGA claim (based on 3,686 PAGA Periods and stacking PAGA violations). (*Id.*, ¶ 9(a)-(j); Rodriguez Decl., ¶ 6(a)-(j).) Plaintiffs also calculated \$281,203.35 in interest, bringing Defendants' total maximum exposure to \$3,217,772.12. (Rodriguez Decl., ¶ 7.)

In light of the facts, legal issues, and potential defenses, Plaintiffs believe a more realistic assessment of Plaintiffs' unpaid hours overtime wages claim is between \$71,583.75 and \$141,167.50, representing a 75% to 50% reduction based on risk. (Rodriguez Decl., ¶ 6(a).) Plaintiffs believe a more realistic assessment of their meal periods claim is approximately \$64,425.38, representing a 50% reduction based on risk. (*Id.*, ¶ 6(c).) Plaintiffs believe a more realistic assessment of their meal period claims is approximately \$64,425.38, representing a 50% reduction based on risk. (*Id.*, ¶ 6(d).) Plaintiffs believe a more realistic assessment of their wage statements claim is approximately \$64,505, representing a 65% reduction based on risk. (*Id.*, ¶ 6(g).) Plaintiffs believe the reasonable value of their waiting time penalties claim is \$0 to \$583,200, based on the all or nothing nature of the good faith defense. (*Id.*, 6(h).) Plaintiffs believe a more realistic assessment of their reimbursement claim is approximately \$31,815.00, representing a 50% risk reduction, or the equivalent of \$3 per week owed for reimbursement. (*Id.*, ¶ 6(i).) Finally, Plaintiffs reduced the value of their PAGA claim to \$277,707.24 (an 82%

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reduction) to \$1,079,972.60 (a 30% reduction) based on the ranges found in applicable case law. (*Id.*, ¶ 6(j).) Accordingly, the realistic value of Plaintiffs' claims (including interest) is \$690,289.63 to \$2,296,805.39. (*Id.*, ¶ 7.)

The GSA represents approximately 7% of the maximum value and 9.8% to 32.6% of the more realistic value. (Rodriguez Decl., ¶ 8.) Counsel attests to their extensive experience. (Berzin Decl., ¶¶ 12-20.) Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and that all relevant factors support preliminary approval.

**PAGA Payment**

The Agreement provides for a PAGA Payment in the amount of \$10,000, 75% of which (\$7,500) will be distributed to the LWDA and 25% of which (\$2,500) will be paid to the Aggrieved Employees. (SA, ¶ 5.5.) The Aggrieved Employees are "all individuals who have, or continue to, [sic] for Defendants in California during the PAGA Claim Period." (*Id.*, ¶ 1.2.) The Court assumes the Parties inadvertently omitted the word "work" from this definition. The PAGA Claim Period is the period from May 17, 2021, up to the Preliminary Approval Date. (*Id.*, ¶ 1.23.) As discussed above, the Aggrieved Employees will receive a pro-rata share of the Aggrieved Employees' portion of the PAGA Payment and are subject to a separate release. (*Id.*, ¶¶ 1.13, 1.30, 5.8, 6.2.) The Agreement makes clear that Aggrieved Employees cannot opt out of the PAGA portion of the settlement. (*Id.*, ¶ 7.5.1.)

As discussed above, Counsel calculated the realistic value of the PAGA claims to be \$277,707.24 to \$1,079,972.60. (Rodriguez Decl., ¶ 6(j).) Plaintiffs also recognized that the Court has discretion to substantially reduce any PAGA penalty award. (*Ibid.*) The PAGA allocation represents 3.6% to 0.9% of the realistic value. The Court finds the PAGA allocation reasonable under the circumstances and it is preliminarily approved.

**Proposed Class Notice**

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rules of Court, Rule 3.769.) "Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement." (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.)

Here, the Court finds that Plaintiff's proposed Notice fairly apprises the Class Members of the

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terms of the proposed settlement and their rights as prospective Class Members. (SA, Exh. A (“Notice”).) The Parties reviewed the Court’s concerns and revised the Notice accordingly. (Rodriguez Decl., ¶¶ 2, 4, Exhs. H and I.) Accordingly, the Notice is approved.

**Class Counsel Fees and Costs**

The Agreement provides for a Class Counsel Fees Payment not to exceed 35% of the GSA or \$78,750 and the reimbursement of Counsel’s costs not to exceed \$15,000. (SA, ¶ 5.2.) Plaintiffs argue that an award of attorneys’ fees under the common fund doctrine is appropriate (Mot., pp. 13:10-14:10.) The attorney fee award sought is higher than the average recognized by some authorities. (See Newberg, supra, § 15:83 [noting average hovers around 25%]; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 & fn. 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 [noting average around one-third of recovery].) Plaintiffs’ argument is conclusory, but the proposed attorney fee award is preliminarily approved. However, in moving for final approval, the Court expects Counsel to expand their arguments and support with respect to this amount, including by providing information necessary to perform a lodestar analysis. (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at \*22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

The Court also preliminarily approves the Agreement’s allocation for costs with the expectation that Counsel will provide a declaration, in moving for final approval, that shows actual costs.

**Settlement Administrator**

The Agreement designates Apex Class Action (“Apex”) as settlement administrator and allocates an amount not to exceed \$10,000 for settlement administration costs. (SA, ¶¶ 1.32, 5.3.) Apex is appointed as settlement administrator and the Court preliminarily approves the costs allocation.

**Class Representative Enhancement Award**

The Agreement provides for a class representative enhancement payment not to exceed \$10,000 to each Plaintiff. (SA, ¶ 5.4.) Plaintiffs provide declarations attesting to the nature of their individual participation in this case (Wirth Decl., ¶¶ 4-8; Davidson Decl., ¶¶ 4-8), and estimate that they each spent more than 30 hours working on this case (Wirth Supp. Decl., ¶ 2 [32-38 hours]; Davidson Supp. Decl., ¶ 2 [30-35 hours]). Plaintiffs also confirm that the references to a general release in their initial declarations was in error. (Rodriguez Decl., ¶ 9; Wirth Supp. Decl., ¶ 3; Davidson Supp. Decl., ¶ 3.) The enhancement payments are preliminarily approved.



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**Final Approval Hearing**

The Court will again review and consider the terms of this settlement at the time of the final approval hearing. The Court sets a Final Approval Hearing for **October 4, 2024 at 9:00 am**. If either party is unavailable on that date, the parties shall meet and confer to identify three other Fridays at 9:00 a.m. that work for the parties to schedule the hearing. They shall then submit those dates to the Court via email at [Dept22@saccourt.ca.gov](mailto:Dept22@saccourt.ca.gov), and the Court will reschedule the hearing accordingly.

The briefing shall be filed in conformity with Code of Civil Procedure section 1005.

The Court will sign the Amended Proposed Order submitted with Plaintiffs' supplemental briefing, correcting the class definition on page 2.

*To request oral argument on this matter, you must call Department 22 at (916) 874-5762 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)*

*Parties requesting services of a court reporter may arrange for private court reporter services at their own expense, pursuant to Government code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. The list of Court Approved Official Reporters Pro Tempore is available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>.*

*If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. The signed form must be filed with the clerk prior to the hearing.*

*If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's*

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*Office and an official reporter will be provided.*

***If oral argument is requested, the Parties are encouraged to appear via Zoom with the links below:***

*To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>*

*To join by phone dial (833) 568-8864 ID 16184738886*

**Counsel for Plaintiffs is directed to notice all parties of this order.**

***Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.***

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

5 I, Miriam 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 May 23, 2024, I served the following documents on the party below:

9 • **TENTATIVE RULING**

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

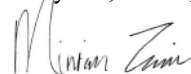
15 [ ] [By Mail] I am familiar with my employer's practice for the collection and  
16 processing of correspondence for mailing with the United States Postal  
17 Service and that each day's mail is deposited with the United States Postal  
18 Service that same day in the ordinary course of business. 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 Salt Lake City, Utah, 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 May 23, 2024, at Salt Lake City, Utah.



\_\_\_\_\_  
Miriam Tapia