

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

Attorneys for Plaintiffs CLINT DAVIDSON
and PATRICK WIRTH

FILED
Superior Court of California
County of Sacramento
10/14/2024
V. Aleman, Deputy

SUPERIOR COURT OF CALIFORNIA
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

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

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 11, 2024

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 23, 2022

FAC Filed: July 29, 2022

SAC Filed: June 13, 2023

TAC Filed: August 25, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on October 11, 2024, at 9:00 a.m., in Department 22 before
4 the Honorable Lauri A. Damrell, presiding. This putative class action lawsuit was filed on May 23,
5 2022. In the operative Complaint, Plaintiffs Clint Davidson and Patrick Wirth (“Plaintiffs”) allege that
6 Defendants Aluminum Coating Technologies, Inc., Bruce Cenicerros, and Andrea Cenicerros
7 (“Defendants”) violated California law by failing to pay overtime wages, failing to pay split shift
8 premiums, failing to provide meal and rest periods or pay premiums in lieu thereof, failing to timely
9 pay final wages, failing to reimburse expenses, and engaging in unfair competition. Plaintiffs have
10 also alleged Defendants are liable for civil penalties under the Private Attorneys General Act
11 (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs as part of this Action.
12 Defendants denied all of Plaintiffs’ claims and denied that this case was appropriate for class
13 treatment. No class has been certified. The class settlement was preliminarily approved by this Court
14 on May 24, 2024.

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

24 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
25 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

26 The Court finds that certification of the following class for settlement purposes only is
27 appropriate under the California Code of Civil Procedure and related case law:
28

1 All individuals who have, or continue to, work for Defendants as non-
2 exempt employees in California ~~up to May 30, 2024.~~ 30
3 during the Class Period (from May 23, 2018 up to May 24, 2024).

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

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

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

25 The Court finds that Plaintiffs Clint Davidson and Patrick Wirth and Plaintiffs' counsel,
26 Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be
27 adequate representatives of the settlement class. The Court appoints them as Class Representatives and
28 Class Counsel, respectively.

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II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminary approved Agreement and the Addendum, submitted with Plaintiffs' Motion as Exhibit A and Exhibit H, respectively. The Court finds that final approval is warranted as the Agreement falls within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved settlement.

No objections were made by Class Members and no Class Member opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the \$225,000 Gross Settlement Amount.

The Court approves of the \$10,000 PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that, based on the facts of this case and disputed issues, the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* distribution plan wherein any checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the deadline to do so shall be paid to the California State Controller's Unclaimed Property Fund in the name of the affected employee. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendants for any reason.

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

4 Class Counsel sought an award of attorney's fees of \$78,750, attorney's costs of \$11,735.99, an
5 Enhancement Payment for each Class Representative in the amount of \$10,000, and for Settlement
6 Administrator Costs in the amount of \$7,900. Defendants do not oppose these requests. The Notice of
7 Settlement sent to Class Members included information regarding these amounts and that they would be
8 requested in connection with final approval of the Agreement. Class Members have been given the
9 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
10 The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, prior fee
11 awards in Sacramento County Superior Court at the requested rates, and the amount of time expended in
12 litigation for the benefit of Class Members. The Court finds that the requested rates and hours expended
13 are reasonable. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the
14 information provided by the Class Representatives regarding the efforts and burdens undertaken for the
15 benefit of the class, and the cost information provided by the Settlement Administrator. The Court finds
16 that these amounts are fair, reasonable, and supported by the evidence submitted by Class Counsel. The
17 requested amounts are approved and awarded as requested, which will be deducted from the Gross
18 Settlement Amount. This finding is further supported by the lack of objections by Class Members to
19 these amounts. The difference between the actual attorney's costs and Settlement Administrator Costs
20 awarded and the originally allocated attorney's costs of \$15,000 and Settlement Administrator Costs of
21 \$10,000 will be added to the Net Settlement Amount pursuant to the terms of the Agreement.

22 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
23 **INCLUDING THE NOTICE OF SETTLEMENT**

24 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
25 Exhibit A to the Declaration of Madely Nava, fairly and adequately advised Class Members of the terms
26 of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of
27 workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to
28 participate in the settlement, how to file documentation in opposition to the proposed settlement, and

when to appear at the fairness hearing. The Court further finds that the Notice of Settlement distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

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

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
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
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to the California State Controller's Unclaimed Property Fund	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
2 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the
3 Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
4 Agreement.

5 The Court sets a further Compliance Hearing for June 27, 2025, at 10:30 a.m. At least 15
6 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement
7 Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied
8 that the settlement funds have been fully distributed, no appearance will be required.

9 **IT IS SO ORDERED.**

10
11 Date: 10/14/24

12 By: Lauri A. Damrell, Judge
13 Judge of the Superior Court

