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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

MAY 05 2023

BY ~~RAFAEL HERNANDEZ~~  
RAFAEL HERNANDEZ, DEPUTY

Attorneys for Plaintiff Hector Quiroz and Francisco Aguila, as individuals and on behalf of all employees similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**THE COUNTY OF SAN BERNARDINO**  
**SAN BERNARDINO JUSTICE CENTER**

12 HECTOR QUIROZ, as an individual and  
13 on behalf of all similarly situated  
14 employees,

Case No. CIVDS1903315

**CLASS ACTION**

15 Plaintiff,

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

16 v.

17 INTERNATIONAL AEROSPACE  
18 COATINGS, INC., a Washington  
19 corporation; and DOES 1 through 50,  
20 inclusive,

Assigned for all purposes to:  
Hon. David Cohn, Dept. S26

Date: April 12, 2023  
Time: 10:00 a.m.  
Dept.: S26

Complaint Filed: January 31, 2019  
Trial Date: None Yet Set

1 The Court has reviewed the Motion and the Joint Stipulation Of Class And Representative  
2 Action Settlement And Release (“Settlement Agreement”), along with the proposed Amended  
3 Notice of Class Action Settlement (“Notice”) and Request for Exclusion Form attached Exhibit B  
4 of the Declaration of Kevin Mahoney as Exhibits A and B, respectively to the Settlement  
5 Agreement. The Court having also considered the Memorandum of Points and Authorities in  
6 support of the Motion and declarations submitted in support thereof, and for good cause appearing  
7 therein, the Court now FINDS and ORDERS as follows:

8 1. The proposed Settlement Class satisfies the requirement of a class certification because the  
9 members are readily ascertainable and a well-defined community of interest exists in the questions  
10 of law and fact affecting the Parties.

11 2. The following class is certified for settlement purposes: “all non-exempt employees,  
12 currently and formerly employed by Defendant International Aerospace Coatings, Inc., in the State  
13 of California during the period of January 31, 2015 through July 31, 2022.” The Court hereby  
14 approves the class definition.

15 3. The Settlement (including the proposed award of attorneys’ fees, PAGA Allocation,  
16 litigation costs, and Enhancement Payment to the Class Representatives) falls within the “range of  
17 reasonableness and therefore the Court grants preliminary approval of the Settlement. Based on a  
18 review of the papers submitted by the Parties, the Court finds that the Settlement is the result of  
19 arm’s length negotiations conducted after Class Counsel had thoroughly and adequately  
20 investigated the claims and became familiar with the strengths and weaknesses of those claims.

21 4. The Court finds and concludes that the proposed Notice and Request for Exclusion Form,  
22 and the procedures set forth in the Settlement for providing notice to the Class will provide the  
23 best notice practicable, satisfies all notice requirements, adequately advises Class Members and  
24 Aggrieved Employees of their rights under this Settlement, and therefore meets the requirements  
25 of due process. The Notice of Settlement (“Notice”) fairly, plainly, accurately, and reasonably  
26 informs Class Members of: (1) appropriate information about the nature of this Action, the  
27 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2)  
28 appropriate information about Plaintiffs and Class Counsel’s forthcoming applications for the

1 enhancement payment to the Class Representatives and the Class Counsel attorneys' fees and  
2 litigation costs award; (3) appropriate information about how the proceeds of the Settlement will  
3 be distributed, and about Class Members' rights to appear through counsel if they desire; (4)  
4 appropriate information about how to object to the Settlement or submit an Request for Exclusion  
5 Form, if a Class Member wishes to do so; and (5) appropriate instructions as to how to obtain  
6 additional information regarding this Action and the Settlement. The Notice also advises  
7 Aggrieved Employees they will be sent a PAGA Payment even if they opt out of the Class Payment  
8 and will be bound by the PAGA Released Claims. The proposed plan for mailing the Notice and  
9 Request for Exclusion Form, by first class mail to the most current mailing address information  
10 from a National Change of Address Search (NCOA) based on the most current information  
11 provided from Defendant's records, is an appropriate method, reasonably designed to reach all  
12 individuals who would be bound by the Settlement. If Notice forms are returned because of  
13 incorrect addresses, the Settlement Administrator shall use reasonable practices to obtain more  
14 current address information for Class Members and Aggrieved Employees (such as utilizing Class  
15 Members' Social Security numbers to search electronic address databases) and re-mail the Notice  
16 forms to any new address thus obtained. If new address information is obtained by return mail,  
17 the Settlement Administrator shall promptly forward the Notice to the addressee via first class  
18 regular U.S. Mail. On all such re-mails, the Settlement Administrator shall indicate on the Notice  
19 the date it was re-mailed, and notify counsel for Defendant and Plaintiffs of the date of each re-  
20 mailing.

21 5. All Settlement Class Members are not required to take any action to receive Individual  
22 Class Settlement Payments based on the qualifying work week calculation.

23 6. The Notice and Request for Exclusion Forms (collectively, the "Notice Packet"), and the  
24 manner of distributing the Notice Packet, are approved.

25 7. The Parties are ordered to carry out the Settlement according to its terms.

26 8. Plaintiffs Hector Quiroz, and Francisco Aguila are appointed the Class Representatives for  
27 the Class. Kevin Mahoney and Berkeh Alemzadeh of Mahoney Law Group, APC are appointed  
28 Class Counsel.

1 9. The Court appoints Phoenix Class Action Administration Solutions (“Phoenix Settlement  
2 Administrators”) as the Settlement Administrator. Promptly following the entry of this Order, the  
3 Settlement Administrator will prepare final versions of the Notice Packets, incorporating into them  
4 the relevant dates and deadlines set forth in this order.

5 10. Within twenty-one (21) calendar days of preliminary approval, Defendant shall provide the  
6 Settlement Administrator with the following information that is within Defendant’s possession for  
7 each Class Member and Aggrieved Employee: 1. Class Member’s full name; 2. Class Member’s  
8 last known address; 3. Class Member’s last four digits of social security number; 4. Class  
9 Member’s employee identification number; and based on Defendant’s payroll records, the Class  
10 Member’s total number of workweeks. This information shall be based on Defendant’s payroll  
11 and other business records and in a format readily accessible to Defendant. The data contained in  
12 the Database shall remain confidential and shall not be disclosed to anyone, except to applicable  
13 taxing authorities and as needed by the Settlement Administrator to carry out the reasonable efforts  
14 required by this Agreement, or pursuant to express written authorization by Defendant or by order  
15 of the Court. The Settlement Administrator shall be authorized to use any reasonable practices to  
16 locate Class Members and Aggrieved Employees in order to provide them with Notice Packets  
17 and/or Settlement Payments. Neither Class Counsel nor the Settlement Administrator may use the  
18 Database for any purpose other than to administer the Settlement as provided in the Settlement.

19 11. Within ten (10) days after receipt of the database containing Defendant’s records pursuant  
20 to the Settlement, herein, the Settlement Administrator shall mail a copy of the Notice to all Class  
21 Members and Aggrieved Employees by first class regular U.S. mail, using the most current mailing  
22 address information possessed by Defendant. The Settlement Administrator will engage in address  
23 searches consistent with their normal practices in settlements of wage claims, including skip  
24 tracing. Any returned envelopes from this mailing with forwarding address will be utilized by the  
25 Settlement Administrator to forward the Notice to the Class Members.

26 12. Class Members will receive an Individual Class Payment, unless they submit a timely  
27 Request for Exclusion Form. Aggrieved Employees will receive an Individual PAGA Payment  
28 even if they opt-out of the Class Settlement.

1 13. Each Notice of Settlement will include the total Individual Weeks Worked by the Class  
2 Members and Aggrieved Employees during the Relevant Time Period. To the extent a Class  
3 Member or Aggrieved Employee disputes the information listed on his or her Notice of Settlement,  
4 the Class Member/Aggrieved Employee may produce evidence to the Settlement Administrator  
5 showing the number of weeks the Class Member/Aggrieved Employee contends to have worked  
6 during the relevant Period. Defendant's records will be presumed determinative, but the Parties  
7 will meet and confer to evaluate the evidence submitted by the Class Member. If the Parties cannot  
8 agree, the dispute will be submitted to the Settlement Administrator whose decision as to the proper  
9 number of Individual Work Weeks will be final and binding. In the event Notices are re-mailed  
10 to certain Class Members by the Settlement Administrator, those Class Members will have an  
11 additional 14 days from the second mailing to exclude themselves from the Settlement or to object  
12 to the Settlement or until the Response Date, whichever is later. All objections to the Settlement  
13 must be in writing and be sent to the Claims Administrator within sixty (60) days after the initial  
14 mailing of the Notice Packets by the Claims Administrator in accordance with the specific  
15 instruction set forth in the "Notice of Settlement of Class Action", unless the Class Member  
16 received a remailed Notice, as discussed above. Copies of all objections will be sent to Class  
17 Counsel and Defendant's Counsel, by the Settlement Administrator. The Parties will lodge all  
18 objections with the Court. Class Members can also appear at the final approval hearing, either in  
19 person or through a legal representative, and state their objection to the Court. Only Class Members  
20 who have not excluded themselves from the Settlement (i.e. "opted-out") may file objections. In  
21 the event more than Five (5%) of the Settlement Class opt out of the Settlement, Defendant  
22 maintains the right to withdraw from the Settlement. The date of filing with the Settlement  
23 Administrator shall be the exclusive means for determining whether an objection has been timely  
24 filed.

25 14. The Court will conduct a Final Approval Hearing to determine: (1) whether the proposed  
26 Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the  
27 amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of Enhancement  
28 Payment to the Class Representatives. If the settlement is finally approved by the Court, this

1 matter will be dismissed, with prejudice, and Defendant will receive a release of claims as set forth  
2 in the Settlement Agreement.

3 15. Briefs in Support of Final Approval of the Settlement shall be filed on or before  
4 \_\_\_\_\_ no later than sixteen (16) court days before the Final Approval  
5 Hearing.

6 16. The Court reserves the right to continue the date of the Final Approval Hearing without  
7 further notice to Class Members. The Court retains jurisdiction to consider all further applications  
8 arising out of or in connection with the Settlement.

9 17. In the event the Settlement is not finally approved, or otherwise does not become effective  
10 in accordance within the terms of the Settlement, this Order shall be rendered null and void and  
11 shall be vacated, and the Parties shall revert to their respective positions as of before entering into  
12 the Settlement.

13  
14 IT IS SO ORDERED.

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18 DATED: \_\_\_\_\_

5/5/27

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HONORABLE DAVID COHN  
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE**

Code of Civ. Proc. § 1013a, subd. (3)

**STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802

On **December 22, 2022**, I served true copies of the following document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. The document was served on the interested parties in this action, addressed as follows:

<p>John E. Lattin, Esq.  Allen C. Ostergar III, Esq.  <b>OSTERGAR LATTIN  JULANDER LLP</b>  9110 Irvine Center Drive  Irvine, CA 92618</p>	<p>Attorney for Defendant  INTERNATIONAL AEROSPACE  COATINGS, INC.</p> <p>Telephone No.: (949)305-4590  Facsimile No.: (949)305-4591  Email: <a href="mailto:jlattin@ostergar.com">jlattin@ostergar.com</a>  <a href="mailto:aostergar@ostergar.com">aostergar@ostergar.com</a>  <a href="mailto:tjulander@ostergar.com">tjulander@ostergar.com</a>  <a href="mailto:cslovenec@ostergar.com">cslovenec@ostergar.com</a></p>
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**By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address smarquez@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

**(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 22, 2022**, at Long Beach, California.



\_\_\_\_\_  
Samantha Marquez