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individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

NAVEEN PRASAD, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

RCG LOGISTICS LLC, a California Limited
Liability Company; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 34-2023-00337623

*Assigned for All Purposes to Hon. Jill Talley,
Department 23*

CLASS ACTION

**DECLARATION OF NAVEEN PRASAD IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-337623-001

Date: February 9, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: April 7, 2023

FAC Filed: July 12, 2023

Trial Date: None Set

1 I, Naveen Prasad, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant RCG Logistics LLC ("Defendant") from approximately April
6 20, 2021, to January 6, 2023, as a non-exempt employee. I was subject to all of Defendant's wage and
7 hour policies and practices that have been alleged as unlawful in the Complaint and the notice sent to
8 the Labor and Workforce Development Agency, including the following: failure to pay overtime,
9 failure to pay minimum wages, failure to provide accurate wage statements, failure to maintain accurate
10 records, failure to timely pay final wages, failure to provide meal and rest periods or pay premiums in
11 lieu thereof, failure to reimburse expenses, failure to provide written commission agreements, failure to
12 pay all sick leave wages owed, violation of Labor Code Section 432.7, and violation of Labor Code
13 section 432.6.

14 3. I have actively participated in the litigation of this case and pursued the wage and hour
15 claims for the benefit of all Class Members and Aggrieved Employees. Prior to obtaining an attorney, I
16 researched the potential wage and hour claims, so I could discuss the relevant issues and the facts I
17 believed supported the claims. I believe this also helped me have a better understanding of the
18 litigation process and improved my ability to understand and monitor the case developments. I believe
19 this was important because it assisted me in making sure the wage and hour claims were moving
20 forward for the benefit of all class members. After securing Shimoda & Rodriguez Law, PC, I
21 continued to be actively involved in the case to help ensure a positive outcome.

22 4. My attorneys explained to me the risks and benefits of bringing a class action and a
23 claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a
24 class and PAGA action meant that it would take substantially longer than pursuing the wage and hour
25 claims individually, whether in Court or with the California Labor Commissioner, and that I risked
26 getting nothing in the end, but I believed it was important to make sure that Defendant followed the law
27 for everyone. I understood that I took on the risk, both professionally and financially, in pursuing the
28

1 wage and hour case as a class and PAGA action rather than pursuing these claims individually, including
2 the risk of having to pay Defendant's costs if we were unsuccessful in bringing our claims.

3 5. During the course of this litigation, I have given detailed accounts of all the facts related
4 to my employment. Although these discussions did include going over facts relevant to only the
5 individual discrimination and wrongful termination claims I asserted on an individual basis, the vast
6 majority of my time spent on this case was going over facts and issues related to the class and PAGA
7 wage and hour claims. I provided my attorneys with extensive documentation that I believe supported
8 the wage and hour claims brought against Defendant, including emails, employer policies, payroll
9 records, and numerous text messages regarding the wage and hour issues raised in the litigation. I met
10 with and assisted my attorneys in understanding these documents and providing context for
11 Defendant's payroll process as it applied to me and how I believed it applied to Defendant's other
12 employees. I Worked there for a considerable amount of time and in several different areas of the
13 office, so I was able to discuss the similarities of the wage and hour policies and practices among all
14 Class Members.

15 6. The work I performed for this case included an extensive review of documents and
16 payroll practices to show and explain to my attorneys what was happening and why I thought it was
17 unlawful. For example, I searched for and reviewed many documents and work-related documents to
18 show and explain to my attorneys what was happening and why I believed certain practices were
19 unlawful. I helped review and explain to my attorney's different documents such as paystubs and time
20 records, payroll polices, bonus policies, meal and rest period policies, employee handbooks, and
21 timesheets. I also went through each document to describe how they all fit into the typical workday,
22 the claims, potential witnesses to corroborate each issue, and other ways in which I felt they were
23 important. A substantial amount of time was spent discussing the bonus compensation plans as they
24 were not in writing and very complex. I believe going through the various elements of the bonus plan
25 to support our contention that it was non-discretionary was very important to the claims because it had
26 an impact for all the derivative claims like wage statement violations, waiting time penalties, and
27 PAGA penalties. Going over the differing ways any such bonuses could be earned, conversations
28 regarding the terms that I had with management and supervisors, and the factual circumstances

1 surrounding each paid bonus was critical. I went through my pay history with my attorneys to explain
2 how the payments were documented on our paystubs and what other indicators they could look for in
3 the records to demonstrate the type of bonuses paid and circumstances surrounding the bonus. The
4 review became even more detailed when my attorneys asked me questions about the payroll data
5 sample that was produced as part of informal discovery to engage in mediation. I also spent a
6 substantial amount of time identifying and speaking to potential witnesses who could speak to my
7 attorneys to give their own insights and provide declarations. Overall, I have spent an enormous
8 amount of time assisting in the prosecution of the wage and hour claims in this case.

9 7. I participated in the negotiations and settlement discussions in this case, including
10 participating in mediation via zoom, speaking with my attorneys to answer questions, provide any
11 additional information needed to assist the negotiations, and discussing the potential terms of the
12 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
13 when I needed clarification about various aspects of this case to make sure there were continually steps
14 taken to advance the interests of Class Members.

15 8. Although I have already spent a substantial amount of time on this case and assisting my
16 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is
17 granted because Class Members will likely reach out to me about the Settlement and the process for
18 receiving payment.

19 9. I have experienced substantial burdens as a result of filing the wage and hour class and
20 PAGA claims that other Class Members were not subject to. For example, in bringing the lawsuit, I
21 assumed the risk of having to pay Defendant's costs if the Court or jury rules against us on the claims.
22 My understanding is that this is a substantial risk because the costs associated with litigation, in
23 general, are very high and this cost is multiplied many times over in complex litigation like class
24 actions. I have spent a substantial amount of time in this case, securing a monetary benefit for many
25 individuals who have not had to do anything whatsoever to have the opportunity to receive it. I have
26 also experienced a great amount of stress and anxiety arising from this litigation for which I have been
27 prescribed medications.

10. I have entered into a settlement agreement with Defendant to resolve the individual claims I brought in this matter. The individual settlement was for \$35,000 in exchange for a release of all claims except for the class and PAGA wage and hour claims. We did not discuss or negotiate the individual claims until after a Memorandum of Understanding (“MOU”) was entered into resolve the class and PAGA wage and hour claims. The MOU covered all material terms of the class and PAGA settlement and was explicitly stated it was fully enforceable regardless of whether a long form agreement was entered into. My individual settlement was not contingent on my approval of the class and PAGA settlement in any way. Given what I experienced, I believe the \$35,000 is a reasonable compromise to resolve my individual claims.

11. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

12. I understand that any Class Representative Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 1/11/2024 in Carmichael, California.

DocuSigned by:

Naveen Prasad

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Naveen Prasad