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5 Attorneys for Plaintiff NAVEEN PRASAD
6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**

9 **FOR THE COUNTY OF SACRAMENTO**

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

14 Plaintiff,

15 vs.

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

18 Defendants.

Case No. 34-2023-00337623

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

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS 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

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	ILYM Group, Inc. Bid Package
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: January 16, 2024

Shimoda & Rodriguez Law, PC

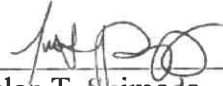
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

Exhibit A

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**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,

Defendant.

Case No.: 34-2023-00337623

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: April 7, 2023
FAC Filed: July 12, 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 Plaintiff Naveen Prasad ("Plaintiff"), on behalf of himself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant RCG
4 Logistics LLC, ("Defendant"). This Agreement is subject to the terms and conditions set forth below and
5 the approval of the Court.

6 **1. DEFINITIONS**

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

8 1.1 "Action" means the above stated lawsuit, *Prasad v. RCG Logistics LLC*, Sacramento
9 County Superior Court, Case No. 34-2023-00337623, filed April 7, 2023.

10 1.2 "Aggrieved Employee(s)" means all Individuals who have worked, or continue to work, for
11 Defendant in California as a non-exempt employee at any time between April 5, 2022, up to either (1) the
12 date a signed order preliminarily approving the settlement is filed by the Court, or (2) sixty (60) days after
13 this Agreement is signed, whichever is earlier. The estimated number of Aggrieved Employees is 98.

14 1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 "Class Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.5 "Class Member(s)" means all individuals who have worked, or continue to work, for
19 Defendant in California as a non-exempt employee at any time between April 5, 2019, up to either (1) the
20 date a signed order preliminarily approving the class settlement is filed by the Court, or (2) sixty (60) days
21 after this Agreement is signed, whichever is earlier. The estimated number of Class Members is 204.

22 1.6 "Class Period" means April 5, 2019, up to either (1) the date a signed order preliminarily
23 approving the class settlement is filed by the Court, or (2) sixty (60) days after this Agreement is signed,
24 whichever is earlier.

25 1.7 "Class Representative" means Plaintiff Naveen Prasad .

26 1.8 "Class Representative's Released Claims" means all claims arising from, could have been
27 asserted, or related in any way to the Class Representative's employment with Defendant, under federal,
28 state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether

1 anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common
2 law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages,
3 unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable
4 relief or other similar relief or claims. The Class Representative's Released Claims exclude claims for
5 workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a
6 matter of law. Further, the Class Representative's Released Claims exclude all individual claims made in
7 the Action by Plaintiff for (1) Retaliation/Disability Discrimination in Violation of FEHA (Cause of Action
8 11), (2) Failure to Accommodate and Engage in the Interactive Process (Cause of Action 12), and (3)
9 Failure to Prevent Discrimination (Cause of Action 13).

10 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

11 1.10 "Court" means the Sacramento County Superior Court.

12 1.11 "Defendant" means RCG Logistics LLC.

13 1.12 "Defendant's Counsel" means Greenberg Traurig, LLP.

14 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
15 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
16 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
17 Representative as a Participating Class Member.

18 1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
19 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
20 after a signed order approving this settlement has been filed provided no appellate proceeding having been
21 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
22 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
23 further remedies or relief, whichever is later.

24 1.15 "Final Approval Date" means the date a signed order granting final approval of this
25 Agreement is filed with the Court.

26 1.16 "Gross Settlement Amount" is the sum of Four Hundred Ninety Two Thousand Five
27 Hundred Dollars (\$492,500).

1.17 "Individual Settlement Amount" means an individual Class Member's and Aggrieved Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.19, 1.23, 5.5, and 5.8.

1.18 "LWDA" means the California Labor and Workforce Development Agency.

1.19 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution to Class Members, as described in this Agreement, after deduction of Class Counsel's attorneys' fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representative.

1.20 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.21 "Notice Period" means sixty (60) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.22 "PAGA" means Private Attorneys General Act.

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

1.24 "PAGA Claim Period" means April 5, 2022, up to either (1) the date a signed order preliminarily approving the settlement is filed, or (2) sixty (60) days after this Agreement is signed, whichever is earlier, whichever is earlier.

1.25 "Parties" mean Defendant and Plaintiff.

1.26 "Participating Class Member" means any and all Class Members who have not made any timely request to opt-out of the Agreement.

1.27 "Preliminary Approval Date" means the date a signed order granting preliminary approval of this Agreement is filed with the Court.

1.28 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant until the payments required under the Agreement are made.

1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class Members, workweeks shall be defined as the total length of service (in days) in California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendant’s records.

1.30 “Released Class Claims” 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.

1.31 “Released PAGA Claims” means 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.

1.32 “Released Parties” means Defendant, as well as each of Defendant’s affiliated entities, related companies, former and present owners, officers, shareholders or directors, direct and indirect parent companies, subsidiaries, successors, assigns, executives, employees, agents, attorneys, predecessors, payroll processing providers, payroll funding companies, or insurers.

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

1.34 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document

preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about April 5, 2023, Plaintiff sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursements for Expenses, (8) Failure to Maintain Accurate Records, (9) Failure to Provide Paid Sick Leave, (10) Failure to Provide Commission Contracts in Writing, (11) Failure to Comply with Limitations on Employers Regarding Inquiring Into Criminal History and Waivers Relating Thereto. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged PAGA claims.

2.2 On or about April 7, 2023, Plaintiff filed a class action Complaint in Sacramento County Superior Court on behalf of himself and Class Members alleging claims for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Pay Final Wages, (7) Violation of Labor Code Section 432.7, (8) Violation of Labor Code Section 432.6, (9) Failure to Pay Reimbursements for Expenses, (10) Unfair

1 Competition, (11) Retaliation/Disability Discrimination in Violation of FEHA, (12) Failure to
2 Accommodate and Engage in the Interactive Process, and (13) Failure to Prevent Discrimination. Plaintiff
3 filed a First Amended Complaint on approximately July 12, 2023 to add a PAGA cause of action based on
4 the violations alleged in the April 5, 2023 notice to the LWDA on behalf of himself and Aggrieved
5 Employees.

6 2.3 Through informal discovery, Defendant and Defendant's Counsel provided Class Counsel
7 with copies of all applicable versions of its policies and procedures, employee handbooks, information on
8 Class Members including, but not limited to, Class Members' workweeks, dates of employment, total
9 number of Class Members, their rates of pay, and pay periods as well as timecard data and payroll reports
10 for a randomly selected 10% sample of Class Members.

11 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
12 negotiations, but were not able to come to a resolution. On July 19, 2023, the Parties participated in a
13 lengthy mediation with private mediator Jeffery Owensby, Esq. At the conclusion of the mediation, the
14 Parties were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-
15 collusive, adversarial, and at arm's length.

16 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
17 productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and the
18 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
19 merits of the claims and the defenses to those claims.

20 2.6 In the Action, Plaintiff contends that Defendant violated California law by 1) failing to
21 incorporate the value of nondiscretionary incentive based compensation into Plaintiff's and putative class
22 members' regular rates of pay for the purpose of calculating premium wages owed, 2) failing to provide
23 meal and rest periods in compliance with California law, 3) encouraging Plaintiff and putative class
24 members to edit their time records to reflect timely meal periods being taken when, in fact, they had not
25 been taken, 4) refusing to provide all paid sick leave available, 5) failing to reimburse Plaintiff and putative
26 class members for use of their personal cell phone for work purposes, 6) maintaining a criminal conviction
27 policy that unlawfully required disclosure of arrests not resulting in conviction, 7) failing to accommodate
28 and engage in retaliation and disability discrimination by terminating Plaintiff who asked for

1 accommodations related to his autism spectrum disorder. Plaintiff contends Defendant's violations of
2 California law also resulted in derivative wage statement and waiting time penalty violations. Defendant
3 has denied each of Plaintiff's claims and Defendant has denied that this Action is appropriate for class
4 certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was
5 reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class
6 data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate
7 discounts to the potential liability based on Defendant's factual and legal contentions and defenses.

8 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
9 and the information exchanged to date, are more than sufficient to assess the merits of the respective
10 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
11 Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a
12 manner and upon such terms and conditions set forth herein in order to avoid further expense,
13 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
14 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
15 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the
16 consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
17 circumstances.

18 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

19 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
20 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
21 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
22 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
23 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
24 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
25 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
26 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
27 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
28 evidence that may be applicable.

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

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

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

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

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

4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute. Defendant's records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount (\$492,500). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to

1 satisfy Defendant's tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments)
2 on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement
3 Amount.

4 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
5 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has
6 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
7 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
8 exceed \$10,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not
9 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
10 exceed the \$10,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
11 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
12 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
13 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
14 a pro rata basis.

15 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
16 Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the
17 allocated \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
18 Members on a pro rata basis.

19 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
20 an Enhancement Payment to the Class Representative in an amount not to exceed \$10,000 (Ten Thousand
21 Dollars) to compensate for the risks, time, and expense of his involvement in the Action and securing the
22 benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual
23 Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member.
24 Defendant has agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so
25 long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a
26 non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than
27 the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
28

1 Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class
2 Members on a pro rata basis.

3 5.5 PAGA Payment: Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount
4 shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment
5 will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro
6 rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
7 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
8 Members on a pro rata basis.

9 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
10 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
11 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
12 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
13 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

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

26 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
27 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
28 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for

approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially 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 Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to arrive at the Participating 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 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.

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

5.9.1 Twenty Percent (20%) of each Participating Class Members' Individual Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 Eighty Percent (80%) of each Participating Class Members' Individual Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

1 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
2 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
3 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
4 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

5 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
6 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
7 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
8 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
9 including the treatment of such payments as not subject to withholding or deduction for payroll and
10 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
11 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
12 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
13 Representative, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
14 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
15 implications of any provision of this Agreement.

16 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
17 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
18 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
19 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
20 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
21 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
22 not meet the standards for settlement approval, then Defendant and Plaintiff shall be equally responsible
23 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
24 the date of such event.

25 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
26 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
27 establishing class certification have been met and are met.
28

1 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
2 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
3 Aggrieved Employees.

4 **6. RELEASE**

5 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
6 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
7 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
8 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
9 Class Claims against any of the Released Parties.

10 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
11 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
12 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
13 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
14 Claims against any of the Released Parties.

15 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and
16 forever release the Released Class Claims, Released PAGA Claims, and Class Representative's Released
17 Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest
18 will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims,
19 Released PAGA Claims, and Class Representative's Released Claims against any of the Released Parties.

20 **7. SETTLEMENT ADMINISTRATION**

21 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
22 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
23 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
24 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
25 any individual Class Members and Aggrieved Employee whose address or contact information as provided
26 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
27 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
28 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in

consultation with Class Counsel and Defendant's Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: Defendant represents and warrants that Class Members and Aggrieved Employees are able to read and write in English such that no translation of the Notice of Settlement into another language is necessary. The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how

1 to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying
2 Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class
3 Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed
4 attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement
5 Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and
6 extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for
7 attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's
8 and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will
9 provide information on how to access electronic copies online of the Notice of Settlement, any motions for
10 approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents
11 as the Court directs.

12 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
13 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
14 known mailing address, last known telephone number, Social Security Number, start and end date of
15 employment (if any) of each Class Member and Aggrieved Employee, and any other information the
16 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
17 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
18 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
19 after receipt of such address information, the Settlement Administrator will perform a national change of
20 address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the
21 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
22 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
23 received from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall
24 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts
25 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
26 identifying information is redacted and/or omitted.

27 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
28 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice

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

7.5 Responses to Notice of Settlement:

7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number (i.e. *Prasad v. RCG Logistics LLC*, Case No. 34-2023-00337623); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid and timely opt out request

1 will be specifically identified in any proposed order granting final approval. Class Members who fail to
2 submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and any order or
3 final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a Class Member,
4 they will still receive their share of the PAGA Payment as Aggrieved Employees cannot opt out of this
5 Agreement as it relates to the PAGA Payment or Released PAGA Claims.

6 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
7 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
8 objections to the Settlement Administrator and also serve copies of the objections on Class Counsel and
9 Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
10 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
11 full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state
12 the reasons for the objection(s), including any supporting documentation; (d) identify the case name and
13 number (*i.e. Prasad v. RCG Logistics LLC*, Case No. 34-2023-00337623) (e) be signed; and (f) be post-
14 marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4.
15 The Notice of Settlement will inform the Class Member that they should also file a notice of intent to
16 appear with the Court and serve the notice on Class Counsel and Defendant's Counsel, if they intend to
17 appear at the final approval hearing.

18 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
19 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
20 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
21 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
22 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
23 business days) forward all such disputes to Defendant's Counsel and request that Defendant review the
24 dispute. Defendant's records shall presumptively control unless the Class Member can produce
25 documentation evidencing other periods of employment worked. If Defendant agrees with submitted
26 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
27 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
28 Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information,

Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

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

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

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

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall 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 Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement

1 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a
2 QSF. Within seven (7) calendar days after Defendant fund the settlement, the Settlement Administrator
3 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
4 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
5 and payment to Participating Class Members and/or Aggrieved Employees as required under this
6 Agreement and approved by Court.

7 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
8 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
9 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
10 after the Final Approval Date.

11 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
12 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
13 requested by Class Counsel.

14 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
15 Individual Settlement Amount.

16 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
17 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
18 Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent
19 necessary to determine the amount of the payroll tax payment required.

20 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
21 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
22 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
23 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
24 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
25 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
26 cashing deadline.

27 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
28 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members

and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

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

Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
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 Defendant
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
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
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 Defendant's Counsel	Within 7 calendar days after the Effective Date

Last day for Defendant 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 Defendant has 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 <i>cy pres</i> beneficiaries	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

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 Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class

Counsel. With regard to the final approval documents, a similar two-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 Plaintiff's 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 Plaintiff 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 Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed Agreement.

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

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

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

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

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

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

10. MISCELLANEOUS TERMS

10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its

furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendant. Defendant has represented that there are no more than 9,572 workweeks during the Class Period. In the event the number of workweeks during the Class Period is more than 10,529 (*i.e.*, greater than 10% more than 9,572), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 9,572, multiplied by the pay period value. For example, if there were 11,900 workweeks represented to exist during the Class Period, but there are actually 15,000 workweeks in the Class Period, and the actual workweek value is \$5.00 per workweek, Defendant would have to increase the Gross Settlement Amount by \$15,500.00 (15,000 workweeks – 11,900 workweeks = 3,100 workweeks x \$5.00/workweek).

10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT

1 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
2 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
3 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
5 THIS AGREEMENT.

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

10 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
11 signing this Agreement Defendant is waiving any rights to appeal from the Court's approval of the
12 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
13 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

14 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
15 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
16 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

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

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

1 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
 2 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
 3 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
 4 Complaint, the representative character of the Action, the validity of any of the claims that were or could
 5 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of Defendant
 6 in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant
 7 of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other
 8 person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing toward
 9 Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with
 10 the intention to avoid further disputes and litigation.

11 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
 12 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
 13 third business day after mailing by United States certified mail, return receipt requested, addressed as
 14 follows:

15 To Plaintiff and the Class:

16 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
 17 Shimoda & Rodriguez Law, PC
 18 9401 East Stockton Blvd., Suite 120
 19 Elk Grove, CA 95624

20 To Defendant:

21 Timothy J. Long
 22 Michael A. Wertheim
 23 Greenberg Traurig, LLP
 24 400 Capitol Mall, Suite 2400
 25 Sacramento, CA 95814

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.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover

1 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
2 as expressly provided in this Agreement.

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

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

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

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

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

25 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
26 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
27 this Agreement, or any provision thereof.
28

1 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
2 construed as retaliation against any Class Members for participating or seeking to participate in this class
3 action settlement. The Parties will not discourage any class member from participating or seeking to
4 participate in this class action settlement. This is a material term of the Agreement and non-breaching
5 Parties will seek court intervention if this provision is breached.

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

12 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
13 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

14 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
15 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
16 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

17 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
19 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20 10.23 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
21 counsel for Defendant separately agree that, until the Motion for Preliminary Approval of Settlement is
22 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
23 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
24 specifically or generally, to any person, corporation, association, government agency, or other entity
25 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
26 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
27 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry
28 or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each

other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and each counsel for Defendant separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Even after a Motion for Preliminary Approval has been filed, Class Counsel agrees that it while it may describe this case and/or settlement generally in its marketing materials or on its website, Class Counsel agrees it will not use Defendant's name in any advertising on its website or in any marketing descriptions related to this case.

10.24 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant.

10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

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

For Plaintiff:

Date: 11/2/2023

DocuSigned by:

Naveen Prasad

807E52A1A0574A0...

Naveen Prasad

FOR Defendant:

Date: 11/20/2023

DocuSigned by:

Vick Kuzmenko

917BCC6552654DB...

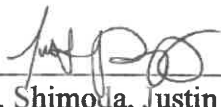
By:

For RCG LOGISTICS LLC

1
2 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

3
4 Dated: 11/8/2023

By: 

Galen T. Shimoda, Justin P. Rodriguez and
Renald Konini
Attorneys for Plaintiff and Aggrieved
Employees

5
6
7 APPROVED AS TO FORM

GREENBERG TRAURIG, LLP

8
9 Dated: 11/27/2023

By: 

Timothy J. Long
Michael A. Wertheim
Attorneys for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
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,

Defendant.

Case No. **34-2023-00337623**

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All individuals who have worked, or continue to work, for Defendant in California as a non-exempt employee at any time between April 5, 2019, to _____ (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 Plaintiff's 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 Plaintiff Naveen Prasad ("Plaintiff" or "Class Representative"), and Defendant RCG LOGISTICS LLC ("Defendant") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be _____. 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 April 7, 2023, Plaintiff filed a Complaint against Defendant in the Sacramento County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 34-2023-00337623. The Class Period is between April 5, 2019, to _____ (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premium in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursements for expenses, 8) failing to maintain accurate records, 9) failing to provide paid sick leave, 10) failing to provide commission contracts in writing, 10) failing to comply with limitations on employers regarding inquiring into criminal history and waivers relating thereto, 11) engaging in unfair competition, 12) retaliating and disability discrimination in violation of Fair Employment and Housing Act ("FEHA"), 13) failing to accommodate and engage in the interactive process, 14) failing to prevent

discrimination, and 15) committing PAGA violations. Defendant has denied all of Plaintiff's 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, Defendant continue to deny all allegations and claims. Defendant has 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 worked, or continue to work, for Defendant in California as a non-exempt employee at any time between April 5, 2019, to _____. The Agreement also applies to Aggrieved Employees, which are defined as all individuals who have worked, or continue to work, for Defendant in California as a non-exempt employee at any time between April 5, 2022, to _____. 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, Defendant has agreed to pay a total sum of Four Hundred Ninety-Two Thousand Five Hundred Dollars (\$492,500) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount, attorneys' costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$15,000, Class Representative's Enhancement Payment of Ten Thousand Dollars (\$10,000), and \$20,000 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 Defendant 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 \$20,000 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

Defendant 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 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% 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 April 5, 2022, up to _____. Defendant's records indicate that you worked _____ weeks during the applicable PAGA Claim Period, which means your share of the

PAGA Payment is estimated to be _____. 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 Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's 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 Defendant's 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 _____. 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 Defendant, as well as each of Defendant's affiliated entities, related companies, former and present owners, officers, shareholders or directors, direct and indirect parent companies, subsidiaries, successors, assigns, executives, employees, agents, attorneys, predecessors, payroll processing providers, payroll funding companies, or 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 being a Class Member if you request this by _____. 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.* *Prasad v. RCG Logistics, LLC*, 34-2023-00337623); (d) be signed; and (e) be post-marked no later than _____. 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 ____, 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 receive 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. Prasad v. RCG Logistics, LLC*, 34-2023-00337623); (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendant at the addresses identified in Section VI of this notice.

In addition to submitting a written objection as outlined above, you may also 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 Plaintiff and Defendant.

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. A notice of entry of judgment will be filed with the Court and available online at its Public Portal (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>). Follow the prompts to create your free online account, click “Search,” then click “Case Number Search.” Enter the case number, 34-2023-00337623, and select “unlimited civil” for case type in the appropriate fields. This search will result in a clickable link taking you to the register of actions and all filed documents in this case. 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 Defendant 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 Defendant 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 Defendant 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 ____, [address] on ____ at ____ to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees and costs, the Settlement Administrator Costs, and the Class Representative’s Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

You may appear remotely at the final approval hearing using the following access information:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>.

To join by phone: (833) 568-8864 / ID: 16108301121.

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 at the Public Portal web address identified in Section IV above. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Timothy J. Long
Michael A. Wertheim
Greenberg Traurig, LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814
Phone: 916-868-0600
Fax: 916-448-1709
On behalf of Defendant

**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

FILED/ENDORSED

JUL 12 2023

By: A. Turner
Deputy Clerk

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 Plaintiff NAVEEN PRASAD,
Individually and on behalf of all other 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

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Violation of Labor Code Section 432.7
8. Violation of Labor Code Section 432.6
9. Failure to Reimburse Expenses
10. Unfair Competition
11. Retaliation/Disability Discrimination in
Violation of FEHA
12. Failure to Accommodate and
Engage in the Interactive Process
13. Failure to Prevent Discrimination
14. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff NAVEEN PRASAD ("Plaintiff"), on behalf of himself and all other similarly
situated employees, hereby files this First Amended Complaint against Defendants RCG

FIRST AMENDED CLASS ACTION COMPLAINT

BY FAX

1 LOGISTICS LLC, a California Limited Liability Company; and DOES 1 to 100, inclusive
2 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff allege
3 the following:

4 INTRODUCTION

5 1. This is a class action, an individual, and a Private Attorneys General Act ("PAGA")
6 lawsuit brought by Plaintiff for failure to provide overtime wages, minimum wages, meal and rest period
7 violations, wage statement violations, waiting time penalties, failure to pay appropriate pay sick wages,
8 unlawfully requiring the disclosure of criminal history, failure to reimburse expenses, unfair
9 competition, retaliation and/or discrimination in violation of Fair Employment and Housing Act,
10 Government Code section 12900 *et seq.* ("FEHA"), failure to accommodate and engage in the
11 interactive process, failure to prevent discrimination, and wrongful termination in violation of public
12 policy.

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, Wage Order No. 4, Fair Employment and
17 Housing Act ("FEHA"), and California common law.

18 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
19 Defendant resides in Sacramento County. In addition, some of the wrongful acts and violations of law
20 asserted herein occurred within Sacramento County, and Defendant's obligation to pay wages arose in
21 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
22 (1984).

23 4. For all causes of action falling within the Fair Employment and Housing Act,
24 Government Code section 12900 *et seq.* ("FEHA"), Plaintiff has exhausted administrative remedies by
25 filing a claim with the Civil Rights Department (previously known as Department of Fair Employment
26 and Housing) against Defendants concerning all claims asserted against Defendants herein. Plaintiff
27 received notice of the right to sue Defendants from the Department and is filing this lawsuit within one
28 (1) year of receiving the right to sue notice.

1 5. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
2 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
3 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
4 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
5 ("LWDA") on approximately April 5, 2023. Plaintiff provided facts and legal bases for his claims
6 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
7 of action. Plaintiff also submitted the \$75.00 filing fee. The April 5, 2023, notice was also sent via
8 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
9 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
10 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself
11 and all similarly situated employees, *i.e.* Aggrieved Employees. See Cal. Lab. Code § 2699.3(a)(2)(A),
12 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
13 Aggrieved Employees include, but is not limited to the following: all individuals who have worked, or
14 continue to work, for Defendant in California as a non-exempt employee from April 5, 2022 to the
15 present.

16 17 PARTIES

18 6. NAVEEN PRASAD is an individual over the age of eighteen (18) and is a resident of
19 the State of California.

20 7. On information and belief, Plaintiff alleges, RCG LOGISTICS LLC, is now and/or at
21 all times mentioned in this Complaint was a California Limited Liability Company and the owner
22 and operator of an industry, business and/or facility doing business in the State of California.

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

27 9. At all times mentioned herein, each Defendant was the agent or employee of each of the
28

1 other Defendants and was acting within the course and scope of such agency or employment. The
2 Defendants are jointly and severally liable to Plaintiff.

3 10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
4 were members of and/or engaged in a joint employment, joint venture, partnership and common
5 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
6 joint venture, partnership and common enterprise.

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

9 12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
10 wrongs, complaints, injuries and/or damages alleged in this Complaint.

11 CLASS ALLEGATIONS

12 13. Plaintiff brings the First through Tenth Causes of Action on behalf of himself and all
13 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
14 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

15 All individuals who have worked, or continue to work, for Defendant in
16 California as a non-exempt employee at any time between April 5, 2019,
to the present.

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

- 20 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
21 is impracticable under the circumstances of this case. While the exact number of class
22 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
23 Defendants have employed as many as one hundred (100) individuals falling within the
24 above stated class definition throughout the State of California during the applicable
25 statute of limitations, who were subjected to the policies and practices outlined in this
26 Complaint. As such, joinder of all members of the putative class is not practicable.
- 27 (b) Common Questions Predominate: Common questions of law and fact exist as to all
28 members of the putative class and predominate over questions that affect only individual

1 members of the class. These common questions of law and fact include, without
2 limitation, the following:

- 3 (1) Whether Defendants maintained accurate payroll records;
- 4 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
5 class members were not paid all overtime wages owed;
- 6 (3) Whether Defendants failed to correctly calculate the regular rate of pay for
7 premium wage purposes such as overtime, double time, meal and rest period
8 premiums, and sick leave wages;
- 9 (4) Whether Defendants failed to pay meal and rest period premiums for meal and
10 rest period violations;
- 11 (5) Whether as a result of Defendants' policies and practices Plaintiff's and putative
12 class members received all wages, due and owing, at the time of their termination
13 or separation; and
- 14 (6) Whether Defendants provided Plaintiff's and putative class members with wage
15 statements that complied with Labor Code section 226.

- 16 (c) Typicality: Plaintiff's 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. Plaintiff and all
19 members of the putative class were non-exempt employees who were not paid all
20 overtime wages owed, meal and rest period premiums, as a result of Defendants' policies
21 and practices resulting in inaccurate wage statements that did not itemize the accurate
22 overtime wages owed, meal and rest period premiums, and sick leave wages.
23 Additionally, Defendants issued Plaintiff and all members of the putative class wage
24 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
25 each member of the putative class will have suffered the same type of harm and seek the
26 same type of recovery based on the same legal theories.
- 27 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
28 putative class. For all relevant times, Plaintiff resided in California and worked for

1 Defendants in California. Moreover, Plaintiff is an adequate representative of the
2 putative class as Plaintiff have no interests that are adverse to those of putative class
3 members. Additionally, Plaintiff have retained counsel who has substantial experience in
4 complex civil litigation and wage and hour matters.

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

17 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the
18 management of this action that would preclude its maintenance as a class action.

19 GENERAL ALLEGATIONS

20 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though
21 fully set forth herein.

22 17. Plaintiff was employed with Defendants from April 20, 2021, to January 6, 2023, as a
23 non-exempt employee. Plaintiff was paid eighteen dollars (\$18) per hour plus incentive commission
24 payments. Plaintiff's duties included coordinating companies that needed cargo loads transported with
25 truckers that needed cargo loads to transport. Plaintiff and similarly situated employees were paid
26 commissions based on the profits they were able to generate for Defendants based on the difference
27 between the quoted transport costs provided to companies actual the actual costs truckers agreed to
28 transport the cargo loads for.

1 18. Defendants' incentive commission payment system was never provided to employees in
2 writing. However, under the incentive commission payment system, Plaintiff and similarly situated
3 employees received "ICP" points if they booked a load for certain percentage profit. For example, on a
4 project Plaintiff worked on, a 10% profit yielded eight (8) ICP points to Plaintiff. If Plaintiff yielded a
5 20% margin, then Plaintiff would receive additional points, which would amount to a higher
6 commission. The required profit percentage required to earn points varied for each project, but the
7 ultimate incentive commission payment made to Plaintiff and similarly situated employees was based on
8 the amount of ICP points earned.

9 19. Plaintiff and similarly situated employees received incentive commission payments on a
10 monthly basis for the ICP points earned in the month prior. Defendants paid these amounts on
11 paychecks separate from their regular paychecks. However, Defendants failed to also pay the increased
12 overtime premiums, meal and rest period premiums, and sick leave payments that were earning as a
13 result of the increased regular rate of pay during the same periods.

14 20. Plaintiff and similarly situated employees regularly fielded, and were responsible for,
15 taking phone calls to obtain quotes related to cargo loads. If Plaintiff or similarly situated employees
16 were on a phone call, they could not abruptly end the call to take a meal or rest break. Plaintiff and
17 similarly situated employees were encouraged to edit their time records to reflect timely meal periods
18 being taken when, in fact, they had not been taken. Plaintiff and similarly situated employees regularly
19 worked during the hours they were clocked out for meal periods. Furthermore, Defendants' timecards
20 also reflected that Plaintiff and similarly situated employees were not able to take timely meal periods,
21 yet Plaintiff and similarly situated employees did not receive any meal period premiums. Defendants
22 did not accurately record Plaintiff and similarly situated employees' meal period times. Furthermore,
23 Defendants' meal and rest period policies violated California law, authorizing only one meal period a
24 day if employees worked longer than five (5) hours (*i.e.* no provision for a second meal period when
25 working more than ten (10) hours), failing to authorize rest periods when employees worked between
26 3.5-4 hours, and failing to authorize a third rest period when employees worked longer than ten (10)
27 hours. Plaintiff and similarly situated employees were also interrupted by supervisors and cargo calls
28

1 when attempting to take rest breaks. Defendants did not accurately record Plaintiff and similarly situated
2 employees meal period times.

3 21. Additionally, Plaintiff and similarly situated employees were unable to take uninterrupted
4 rest breaks. Indeed, a team lead, Leticia, yelled at Plaintiff while he was on break to return to work. On
5 several occasions, Plaintiff was interrupted to return to work to take a phone call or finish miscellaneous
6 tasks.

7 22. Defendants failed to provide Plaintiff and similarly situated employees with paid sick
8 leave. Plaintiff became sick for a period of six (6) months from March 2022 to October 2022 and did
9 not receive any paid sick days.

10 23. Defendants also did not have a policy to reimburse Plaintiff and similarly situated
11 employees for use of their personal cell phones for work purposes. Plaintiff and similarly situated
12 employees used their personal cell phones to communicate with managers, supervisors, and other
13 aggrieved employees regarding work issues via Microsoft Teams. Also, Plaintiff and similarly situated
14 employees used their personal cell phones to lock and unlock the door or doors of their office building.
15 Defendants instructed Plaintiff and similarly situated employees to use a cell phone application named
16 KISI that locked and unlocked doors. Furthermore, Defendants used an online payroll service named
17 Gusto to enter and keep track of employee times. Plaintiff and similarly situated employees used their
18 cell phones to access the Gusto website, to clock in and clock out, and to check their payroll data.

19 24. Defendants maintain a "Criminal Conviction Policy" that requires employees to disclose
20 an arrest or conviction within three (3) days of the arrest or conviction to the employees' supervisor or to
21 Human Resources. The policy further requires supervisors who are made of aware of an employee's
22 arrest or conviction to disclose in accordance with the handbook procedures. The existence of, and/or
23 failure to disclose, an arrest or conviction was used by Defendants as a factor for determining whether
24 an employee would continue to be employed and the conditions under which that employment would
25 occur.

26 25. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
27 overtime, sick leave wages, and meal and rest period premiums owed, the wage statements Defendants
28 issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours

1 worked, the accurate rates of pay and overtime wages earned, the number of meal and rest period
2 premiums owed, and the accurate gross and net wages earned.

3 26. As of this date of this letter, Defendants has not paid Plaintiff and similarly situated
4 employees all overtime wages, meal and rest period premiums, and sick leave wages owed to them.

5 27. Plaintiff has been diagnosed by his medical provider with autism spectrum disorder
6 which causes auditory sensitivity. This medical condition is triggered by repetitive noise, music or beats
7 with certain harmonics or pitches, such as music with heavy base and high pitches. Also, music with
8 extreme beats or sounds triggers his medical condition. In addition, because of his medical condition,
9 Mr. Prasad is unable to ignore such sounds and focus on the task at hand. The more repetitive the music
10 or beat is, the worse it gets for Mr. Prasad to cope with the sound. As a result, when certain music or
11 sounds are played, Mr. Prasad starts feeling anxious, nervous, starts sweating, and starts having panic
12 attacks. Moreover, his medical condition when triggered causes him to feel heart palpitations, pain in
13 his jaw area, discomfort, vertigo like symptoms, and inability to focus or perform the task at hand. As a
14 result, when certain music was played at Defendants' office building, he would not be able to function,
15 work, or focus, due to his medical condition. Defendants knew about Plaintiff's medical condition as
16 Plaintiff provided Defendants with a note from his physician in or around June 2021. Mr. Prasad
17 provided the doctor's note to his manager at the time, Gabriel Miranda and explained to him the nature
18 of his medical condition. Initially, Gabriel Miranda accommodated Mr. Prasad and provided access to
19 the music controls so that Mr. Prasad could change a song that bothered or affected his medical
20 condition. Plaintiff worked under Gabriel Melinda in Suite 190 for most of his employment. This
21 accommodation by Defendants seemed to work fine and did not have any effect on the running of the
22 business nor Plaintiff's performance or ability to perform his tasks.

23 28. However, Mr. Prasad's team was moved to work under a new manager, Marcus Allsmuth
24 in Suite 110. Marcus liked to play rap songs that had heavy base, high pitches, and repetitive beats.
25 Many of the songs that Marcus played at the Suite 110 were the type of songs and/or music that
26 triggered Mr. Prasad's medical condition and anxiety, which led to Mr. Prasad being nervous, not being
27 able to focus, panicking, and not being able to work. These songs greatly affected Mr. Prasad's medical
28 condition.

1 29. Plaintiff informed Marcus of his medical condition and his prior accommodation which
2 allowed Plaintiff to change the songs if they started to affect his medical condition. In fact, Marcus
3 already knew of Plaintiff's medical condition prior to Plaintiff being assigned to Marcus' office. Yet,
4 Marcus told Plaintiff "No you don't do that, you tell me and I will change the songs." At first, Marcus
5 changed the songs when asked by Plaintiff, but when Marcus was away, Mr. Prasad was unable to
6 change the songs or music that triggered his medical condition because he was not allowed to change
7 them. Mr. Prasad explained to Marcus that this arrangement was not working for him and that he was
8 experiencing a great amount of anxiety and panic attacks because of the heavy base, and high pitches of
9 the songs. Mr. Prasad asked Marcus to allow him to change the songs or music when certain harmonics
10 or pitches were being played when Marcus was away from his desk. Marcus told Plaintiff that he would
11 have to clear it with Don, the Chief Operating Officer first.

12 30. Rather than have the accommodation approved, Mr. Prasad was moved to another suite,
13 away from his team. However, Plaintiff's job involves talking to team members constantly, in a fast
14 pace environment that requires making many calls to different truck drivers, multitasking,
15 communicating with the team in real time in order to book truck routes as efficiently as possible, talking
16 in the phone with multiple truck drivers while asking team members questions regarding the routes
17 being booked, asking team members different questions and issues involving the truck loads, and
18 relaying this information to truck drivers that were providing quotes for the routes/loads. As a result,
19 Plaintiff expressed to Marcus that working away from his team in a separate office would not be
20 effective for him and that he would like to work with his team. Communicating through Microsoft
21 Teams was not effective because Plaintiff needed to talk to his team constantly in real time to make
22 quick decisions regarding the booking of loads and trucks while being on the phone with different truck
23 drivers, sometimes two truck drivers at a time.

24 31. Plaintiff was terminated one week after his conversation with Marcus. Defendants did
25 not give a reason for Plaintiff's termination. Plaintiff was terminated in retaliation as a result of his
26 request for disability accommodation. Defendants knew of Plaintiff's disability and prior
27 accommodation due to his medical condition. However, Defendants retaliated and discriminated against
28 Plaintiff because of his disability. Defendants failed to accommodate Plaintiff and engage in the

1 interactive process even though accommodating Plaintiff was not an impediment on Defendants'
2 running of the business. Defendants could have easily accommodated Plaintiff. Plaintiff suffered great
3 stress, anxiety, emotional, and financial hardship because of Defendants' lack of accommodation,
4 disability discrimination, and termination of employment.

5 **CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY OVERTIME WAGES**
8 **(As to all Defendants)**

9 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
10 set forth herein.

11 33. During the period Plaintiff was employed by Defendants, Defendants were required to
12 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
13 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
14 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A);*
15 Cal. Lab. Code §§ 510, 1194.

16 34. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
17 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
18 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
19 worked at their regular rate of pay.

20 35. Plaintiff and similarly situated employees were not exempt from overtime protections
21 employees under the California Wage Orders and Labor Code.

22 36. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
23 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
24 the extent pertinent as if set forth here in full.

25 **SECOND CAUSE OF ACTION**
26 **FAILURE TO PAY MINIMUM WAGES**
27 **(As to all Defendants)**

28 37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully
set forth herein.

38. For the period preceding the filing of this Complaint, Defendants were required to

1 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
2 every hour worked. See MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §
3 1194.

4 39. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of
5 their obligation to pay the minimum wage for each hour worked but failed to do so.

6 40. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
8 the extent pertinent as if set forth here in full.

9 **THIRD CAUSE OF ACTION**
10 **MEAL PERIOD VIOLATIONS**
11 **(As to all Defendants)**

12 41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully
13 set forth herein.

14 42. An employer must provide an employee a meal period in accordance with the applicable
15 Wage Order, and California Labor Code sections 226.7 and 512.

16 43. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section
17 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes
18 for each work period of more than five (5) hours.

19 44. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide
20 that employers may not employ employees for a work period for more than ten (10) hours per day
21 without providing the employee with a second meal period of at least thirty (30) minutes. However, if
22 the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long
23 as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their
24 regular rate of compensation for each meal period not provided.

25 45. Defendants employed Plaintiff and similarly situated employees for periods of more than
26 five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at
27 least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10)
28 hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their
first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and

1 similarly situated employees to take their second meal period before the completion of their tenth hour
2 of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods
3 throughout their employment.

4 46. Defendants further failed to pay Plaintiff and similarly situated employees the applicable
5 meal period premiums for any such missed meal breaks.

6 47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
8 the extent pertinent as if set forth here in full.

9 **FOURTH CAUSE OF ACTION**
10 **REST PERIOD VIOLATIONS**
11 **(As to all Defendants)**

12 48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully
13 set forth herein.

14 49. An employer must provide an employee a rest period in accordance with the applicable
15 Wage Order and California Labor Code section 226.7.

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

19 51. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
20 situated employees to take paid rest periods of at least ten (10) minutes for each work period that they
21 worked more than four (4) hours or a major fraction thereof.

22 52. Defendants further failed to pay Plaintiff and similarly situated employees the applicable
23 rest period premiums for any such missed rest periods.

24 53. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
25 employees have been damaged as stated in the section below entitled "DAMAGES," which is
26 incorporated here to the extent pertinent as if set forth here in full.

27 //

28 //

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FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

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

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. 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.

56. Plaintiff alleges 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 hours worked, all applicable hourly rates in effect during the pay period, and gross and net wages earned. Plaintiff and similarly situated employees were not able to promptly and easily determine the required information from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

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

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully set forth herein.

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

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

61. Plaintiff and similarly situated employees did not receive all wages owed, including unpaid commissions, overtime wages, meal and rest period premiums, and all sick leave pay owed at their termination or within the required time after their separation from employment.

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

63. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid all overtime wages, as well as meal and rest period premiums, and sick leave wages because Defendants authorized the violating practices to occur in the first place. Defendants knew that Plaintiff was not paid the ICP bonus for the months of November 2022 and December 2022 prior to being terminated. Defendants refused to pay Plaintiff the December 2022 ICP bonus even after Plaintiff's termination. Moreover, knew that Plaintiff and similarly situated employees were receiving ICP bonuses and that these remunerations were not being calculated properly into Plaintiff's and similarly situated employees' regular rate of pay for purposes of overtime premium pay, meal and rest premium pay, and sick leave pay. However, Defendants did not pay at the time of Plaintiff's termination the correct amount of wages owed for overtime premiums, meal and rest period

1 premiums and sick leave pay. Further, Defendants knew that Plaintiff and similarly situated employees
2 were not provided with compliant meal periods because Defendants authorized Plaintiff and similarly
3 situated employees to falsely change the timecards to show that the meal periods were taken on time.
4 Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation,
5 yet Defendants still refused to pay the remaining wages owed.

6 64. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
8 thirty (30) days for Defendants' failure to pay all wages due.

9
10 **SEVENTH CAUSE OF ACTION**
VIOLATION OF LABOR CODE SECTION 432.7
11 **(As to all Defendants)**

12 65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully
13 set forth herein.

14 66. California Labor Code section 432.7(a)(1) makes it unlawful for an employer to ask an
15 Applicant or employee to disclose information "concerning a conviction that has been judicially
16 dismissed or ordered sealed pursuant to law, including, but not limited to, Sections 1203.4, 1203.4a,
17 1203.425, 1203.45, and 1210.1 of the Penal Code."

18 67. Labor Code section 432.7 provides that "an employer shall not seek from any source
19 whatsoever or utilize as a factor in determining any condition of employment including hiring,
20 promotion, termination, or any apprenticeship training program or any other training program leading to
21 employment, any record of arrest or detention that did not result in conviction...."

22 68. Defendants' Employee Handbook includes a Criminal Conviction Policy that requires
23 employees to disclose an arrest or conviction within three (3) days of the arrest or conviction to the
24 employees' supervisor or to Human Resources. The policy further requires supervisors who are made of
25 aware of an employee's arrest or conviction to disclose in accordance with the handbook procedures.
26 Failure to disclose by either the supervising employee or employee who was arrested or convicted could
27 result in disciplinary action, up to and including termination of employment. After disclosing an arrest
28 conviction, the policy provides that continued employment depends on a variety of factors surrounding

1 nature of the arrest or conviction and the employee's completeness in disclosure. As a result, the
2 disclosure of conviction or arrest becomes a factor in determining termination of employee.

3 69. Defendants' policy and request to Plaintiff and similarly situated employees to disclose
4 any arrest or convictions within three days of occurrence without any exceptions, is too broad and is not
5 specific enough to inquire only about Plaintiff's relevant conviction history. Defendants' failure to
6 narrow its questioning to specify that convictions that have been sealed, dismissed, and statutorily
7 eradicated pursuant to law are not to be disclosed violates the statute given the broadness of the
8 question. Also, Defendants' policy uses the disclosure of a conviction as a factor to determine if
9 employee would be terminated. Thus, this was in violation of the law.

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

13 **EIGHTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE SECTION 432.6**
(As to all Defendants)

15 71. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 70 as though fully
16 set forth herein.

17 72. California Labor Code section 432.6 provides that "[a] person shall not, as a condition of
18 employment, continued employment, or the receipt of any employment-related benefit, require any
19 applicant for employment or any employee to waive any right, forum, or procedure for a violation of any
20 provision of the California Fair Employment and Housing Act (Part 2.8 (commencing with Section
21 12900) of Division 3 of Title 2 of the Government Code) or this code, including the right to file and
22 pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor,
23 law enforcement agency, or any court or other governmental entity of any alleged violation."

24 73. California Labor Code section 432.6 (b) provides that "[a]n employer shall not threaten,
25 retaliate or discriminate against, or terminate any applicant for employment or any employee because of
26 the refusal to consent to the waiver of any right, forum, or procedure for a violation of the California
27 Fair Employment and Housing Act or this code, including the right to file and pursue a civil action or a
28

1 complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency,
2 or any court or other governmental entity of any alleged violation.”

3 74. The prohibition against waivers found in California Labor Code section 432.6 includes
4 those found in California Government Code section 12952, which prohibits inquiry into any information
5 related to an individual’s criminal history directly in an application or through other means directed at
6 discovering criminal history. See Cal. Code Regs., tit. 2, § 11017.1(4).

7 75. Defendants inquire in Plaintiff’s and similarly situated employees’ criminal history by
8 means of their policies and by making it mandatory to disclose any type of arrest or criminal conviction
9 within three (3) days of its occurrence. Defendants’ Employee Handbook describes such policy.
10 Defendants’ policy and request to Plaintiff and similarly situated employees to disclose any arrest or
11 convictions within three days of occurrence without any exceptions, is too broad and is not specific
12 enough to inquire only about Plaintiff’s relevant conviction history. Defendants’ failure to narrow its
13 questioning to specify that convictions that have been sealed, dismissed, and statutorily eradicated
14 pursuant to law are not to be disclosed violates the statute given the broadness of the question.
15 Defendants did not provide an option for employees to refuse to comply with Defendants’ policy. Thus,
16 this was in violation of the law.

17 76. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
18 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
19 the extent pertinent as if set forth here in full.

20
21 **NINTH CAUSE OF ACTION**
FAILURE TO REIMBURSE EXPENSES
22 **(As to all Defendants)**

23 77. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 76 as though fully
24 set forth herein.

25 78. California Labor Code section 2802(a) states that “An employer shall indemnify his or
26 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
27 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
28

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
2 unlawful."

3 79. Defendants required Plaintiff and similarly situated employees to use their personal cell
4 phones for work purposes but failed to reimburse them for such use.

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

8 **TENTH CAUSE OF ACTION**
9 **UNFAIR COMPETITION**
(As to all and DOES 1 to 100)

10 81. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 80 as though fully
11 set forth herein.

12 82. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
13 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
14 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
15 California Business and Professions ("B&P") Code § 17200.

16 83. Plaintiff and similarly situated employees were not paid all wages owed, including
17 overtime wages, and meal and rest period premiums during their employment or any time thereafter.
18 Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory
19 protections regarding meal and rest periods.

20 84. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
21 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
22 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

23 85. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
24 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
25 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
26 sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and
27 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing
28 of this Action.

ELEVENTH CAUSE OF ACTION
DISABILITY DISCRIMINATION IN VIOLATION OF FEHA
(As to all Defendants)

86. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 85 as though fully set forth herein.

87. Defendants are “employers” in the State of California, as defined in the Cal. Gov’t Code § 12926(d). Plaintiff was an “employee” as defined by the FEHA. See Cal. Gov’t Code § 12926(c).

88. Under the FEHA, it is unlawful “for an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition ... of any person, ... to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.” *Green v. State of California*, 42 Cal. 4th 254, 262, (2007). “The plain meaning of the language used in the FEHA’s definition of mental disability, and the absence of any potential absurd result from following the plain language, require us to follow the Legislature’s language and give a broader meaning to mental disability than to physical disability.” *Jensen v. Wells Fargo Bank*, 85 Cal. App. 4th 245, 257, (2000). “A qualifying “mental disability” under FEHA includes “any mental or psychological disorder ..., such as ... emotional or mental illness” that “limits a major life activity.” (§ 12926, subd. (j)(1).)” “The term “major life activity” is broadly construed and includes physical, mental and social activities, and working (§ 12926, subd. (j)(1)(C)); “limits” means the achievement of a major life activity is made difficult (id., subd. (j)(1)(A) & (B)).” *Higgins-Williams v. Sutter Med. Found.*, 237 Cal. App. 4th 78, 83–84, (2015).

89. Plaintiff had a disability or was perceived as having a disability while employed by Defendants. Mr. Prasad suffered a mental disability evidenced by his DSM-5 diagnosis and doctor’s note provided to Defendants. Prasad would have anxiety attacks when he would hear certain songs music with certain harmonics, heavy base, and high pitches. Such songs would trigger his medical condition and cause him great anxiety, nervousness, sweating, heart palpitations, pain his jaw area, vertigo like symptoms, and loss of focus and the ability to work on the task at hand. He would start panicking when such music was being played. As a result, he would not be able to function or work

1 when music with high pitches and heavy base was being played. This limited his ability to work as said
2 songs and music caused him to have anxiety attacks while at work.

3 90. Based on Plaintiff's actual or perceived disability, Defendants, through their agents and
4 employees, engaged in a pattern and practice of unlawful disability discrimination in violation of the
5 FEHA in connection with the terms and conditions of Plaintiff's employment. Defendants' manager
6 Marcus Allsmuth was hostile to Plaintiff's request for an accommodation, Defendants took away
7 Plaintiff's accommodation, and ultimately terminated Plaintiff after Plaintiff engaged Marus Allsmuth
8 about his accommodation. Defendants failed to engage in the interactive process with Plaintiff as
9 Defendants' manager Marcus Allsmuth took away Plaintiff's accommodation and told Plaintiff that he
10 was the only one who could change the music that affected Plaintiff's medical condition and disability.

11 91. As a direct and proximate result of the willful, knowing, and intentional discrimination
12 against Plaintiff, and the failure to act by Defendants, Plaintiff has suffered mental distress, anguish, and
13 indignation. Plaintiff suffered damages legally caused by the Defendants' acts as stated in the section
14 below entitled "DAMAGES," which is incorporated herein to the extent pertinent as if set forth here in
15 full.

16 92. Defendants' acts, alleged herein, including terminating her instead of accommodating her
17 disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As
18 such, punitive damages are warranted against Defendants in order to punish and make an example of
19 their actions.

20 **TWELFTH CAUSE OF ACTION**
21 **FAILURE TO ACCOMMODATE AND ENGAGE IN THE INTERACTIVE PROCESS**
22 **(As to all Defendants)**

23 93. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 92 as though fully
24 set forth herein.

25 94. "Under FEHA, an employer's "fail[ure] to make reasonable accommodation for the
26 known physical or mental disability of an applicant or employee' is an unlawful employment practice. (§
27 12926, subd. (m).” *Swanson v. Morongo Unified Sch. Dist.*, 232 Cal. App. 4th 954, 968–69, as modified
28 on denial of reh'g (Dec. 23, 2014). “A reasonable accommodation is any modification or adjustment to
the workplace that enables the employee to perform the essential functions of the job held or desired.”

1 *Id.* "An employer has an "affirmative duty" to reasonably accommodate a disabled employee and that
2 duty is a continuing one that is not exhausted by one effort." *Humphrey v. Memorial Hospitals Assn.*
3 (9th Cir. 2001) 239 F.3d 1128, 1138; *Swanson v. Morongo Unified Sch. Dist.*, 232 Cal. App. 4th 954,
4 969, (2014), as modified on denial of reh'g (Dec. 23, 2014). "Reasonable accommodations include "job
5 restructuring, part-time or modified work schedules, *reassignment to a vacant position*, ... and other
6 similar accommodations for individuals with disabilities.'" *Swanson v. Morongo Unified Sch. Dist.*, 232
7 Cal. App. 4th 954, 969, as modified on denial of reh'g (Dec. 23, 2014). "The elements of a failure to
8 accommodate claim are "(1) the plaintiff has a disability under the FEHA, (2) the plaintiff is qualified to
9 perform the essential functions of the position, and (3) the employer failed to reasonably accommodate
10 the plaintiff's disability.'" *Scotch v. The Art Institute of California-Orange County.*, 173 Cal. App. 3d
11 779, 783 (May 6, 2009); *Swanson v. Morongo Unified Sch. Dist.*, 232 Cal. App. 4th 954, 969, as
12 modified on denial of reh'g (Dec. 23, 2014).

13 95. Defendants, at all times material herein, were an employer subject to the requirements of
14 the FEHA and had a duty to reasonably accommodate qualified individuals with disabilities.

15 96. Plaintiff is and was, at all times material herein, a qualified individual with a disability
16 and with a record of disability under the FEHA who, with reasonable accommodation, could perform the
17 essential functions of positions within Defendants' business, without undue hardship to Defendants and
18 without endangering the health or safety of herself or others.

19 97. Defendants failed to accommodate Plaintiff's actual or perceived disability and his
20 request for accommodation based on his disability. Defendants became aware, or at a minimum
21 perceived, that Plaintiff was a qualified individual with a disability and with a record of such disability
22 who, with reasonable accommodation, could perform the essential functions of his position without
23 undue hardship to Defendants. However, in violation of the FEHA, Defendants did not make sufficient,
24 timely, good faith efforts to engage in an interactive process to identify and make a reasonable
25 accommodation for Plaintiff's disability. Instead, Defendants took away Plaintiff's accommodation and
26 refused to engage in the interactive process with him. In fact, Defendants terminated Plaintiff after
27 Plaintiff complained about the lack of proper accommodation for his disability.

28 98. Plaintiff suffered damages which were the direct and proximate result of Defendants'

1 failure to reasonably accommodate Plaintiff's disability and engage in the interactive process as stated in
2 the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
3 here in full.

4 99. Defendants' aforementioned acts in failing to reasonably accommodate Plaintiff's
5 disability and timely engage in the interactive process were wanton, willful, intentional, malicious, and
6 showed a reckless disregard for the rights and sensibilities of Plaintiff. As such, punitive damages are
7 warranted against Defendants in order to punish and make an example of its actions.

8
9 **THIRTEENTH CAUSE OF ACTION**
FAILURE TO PREVENT DISCRIMINATION
10 (As to all Defendants)

11 100. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 99 as
12 though
13 fully set forth herein. Defendants were obligated pursuant to the FEHA to "take all reasonable steps
14 necessary to prevent discrimination and harassment from occurring." See Cal. Gov't Code § 12940(k).

15 101. Plaintiff attempted to engage in the interactive process and sought an accommodation for
16 his disability, but instead Defendants only accommodated Plaintiff initially, and then later refused to
17 engage in the interactive process and accommodate Plaintiff. As a result, Defendants not only failed to
18 prevent disability discrimination, but they also actively participated in it.

19 102. Plaintiff suffered damages proximately caused by Defendants, and each of their agent's
20 acts as stated in the section below entitled "DAMAGES," which is incorporated here to the extent
21 pertinent as if set forth here in full.

22 103. Defendants' aforesaid acts ratifying the violations were wanton, willful, intentional,
23 malicious, and betrayed a reckless disregard for the rights and sensibilities of Plaintiff. As such,
24 punitive damages are warranted against Defendants in order to punish and make an example of their
25 actions.

26 **FOURTEENTH CAUSE OF ACTION**
PRIVATE ATTORNEYS GENERAL ACT
27 (As to all Defendants)

28 104. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 103 as though
fully set forth herein.

1 105. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
2 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
3 current and former employees:

- 4 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
5 Wages)
- 6 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
7 Minimum Wages)
- 8 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
9 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 10 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
11 Periods or Pay Premiums in Lieu Thereof)
- 12 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 13 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 14 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 15 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
16 Work in Any Industrial Welfare Commission Order)
- 17 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 18 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 19 • Violation of Labor Code § 2751 (Commission Contracts)
- 20 • Violation of Labor Code §§ 432.6, 432.7, 432.8 (Limitations on Employers Regarding
21 Inquiring Into Criminal History and Waivers Relating Thereto)

22 106. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
23 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
24 2699(f)(2).

25 107. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
26 sections 2699(a) and 2699.3.

27 108. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
28

1 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
2 the extent pertinent as if set forth here in full.

3
4 **DAMAGES**

5 WHEREFORE Plaintiff requests relief as follows:

- 6 1. A jury trial;
- 7 2. As to the First Cause of Action:
 - 8 a. Wages in an amount to be proven at trial;
 - 9 b. Interest for the wages due pursuant to California Labor Code section 1194;
 - 10 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
11 Code section 1194;
- 12 3. As to the Second Cause of Action:
 - 13 a. Wages in an amount to be proven at trial;
 - 14 b. Interest for the wages due pursuant to California Labor Code section 1194;
 - 15 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
16 Code section 1194;
 - 17 d. Liquidated damages pursuant to California Labor Code section 1194.2;
- 18 4. As to the Third Cause of Action:
 - 19 a. Wages in an amount to be proven at trial;
 - 20 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
21 section 1021.5;
- 22 5. As to the Fourth Cause of Action:
 - 23 a. Wages in an amount to be proven at trial;
 - 24 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
25 section 1021.5;
- 26 6. As to the Fifth Cause of Action:
 - 27 a. Penalties as provided for in Labor Code section 226, including the greater of all
28 actual damages or fifty dollars (\$50.00) for the initial pay period in which the

- 1 violation occurred and one hundred dollars (\$100.00) per employee for each
2 violation in the subsequent pay periods, but not to exceed four thousand dollars
3 (\$4,000.00);
- 4 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
5 226(e);
- 6 7. As to the Sixth Cause of Action:
- 7 a. For any initial violations, \$100 for each failure to pay each employee;
- 8 b. For each subsequent violation or any willful or intentional violations \$200 for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully
10 withheld;
- 11 8. As to the Seventh Cause of Action:
- 12 a. For any non-intentional violation, actual damages or two hundred dollars (\$200),
13 whichever is greater;
- 14 b. For any intentional violation, treble actual damages, or five hundred dollars
15 (\$500), whichever is greater,
- 16 c. Reasonable attorney's fees and costs;
- 17 9. As to the Eight Cause of Action:
- 18 a. Actual damages as proven at trial;
- 19 b. declaratory relief;
- 20 c. reasonable attorney's fees and costs;
- 21 10. As to the Ninth Cause of Action:
- 22 a. An amount to be proven at trial;
- 23 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 24 11. As to the Tenth Cause of Action:
- 25 a. Unpaid wages as proven at trial;
- 26 12. As to the Eleventh, Twelfth and Thirteen Causes of Action:
- 27 a. For compensatory damages, including lost and future wages, earnings, and
28 benefits, and all other sums of money, together with interest thereon, according to

1 proof at trial;

2 b. For a money judgment for mental pain and anguish and emotional distress
3 according to proof;

4 c. For punitive damages;

5 d. For reasonable attorneys' fees and costs pursuant to the FEHA;

6 13. As to the Fourteenth Cause of Action:

7 a. For civil penalties as provided in the Labor Code for each enumerated
8 violation;

9 b. For those Labor Code sections where there is no civil penalty provided for their
10 violation, the default penalty provided in Labor Code section 2699(f): for any
11 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
12 period; For any subsequent violation, two hundred dollars (\$200) for each
13 aggrieved employee per pay period;

14 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

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

17 14. For such other and further relief as this Court may deem just and proper,
18 including, but not limited to:

19 a. Wages as proved at trial;

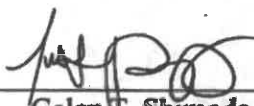
20 b. Injunctive and Declaratory relief;

21 c. Attorney's fees and costs as provided for by law; and

22 d. Interest.
23

24 Dated: July 11, 2023

Shimoda & Rodriguez Law, PC

25 By: 
26

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff
27
28

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
7 the within above-entitled action.

8 On July 21, 2023, I served the following documents on the party below:

- 9 • [FILED] FIRST AMENDED COMPLAINT FOR DAMAGES

10 GREENBERG TRAURIG, LLP 11 Timothy J. Long (Bar No. 137591) 12 400 Capitol Mall, Suite 2400 13 Sacramento, California 95814 14 Telephone: (916) 442-1111 15 Facsimile: (916) 448-1709 16 Email: longt@gtlaw.com 17 Michael.Wertheim@gtlaw.com	

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

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

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

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 July 21, 2023, at Elk Grove, California.


Elias Tapia

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

April 5, 2023

For Online Filing:

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

Re: *Prasad v. RCG Logistics LLC*

Dear Labor Commissioner,

As counsel for Naveen Prasad ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

RCG Logistics LLC
9300 Tech Center Drive, Suite 190
Sacramento, CA 95826

Sean Cabin
9300 Tech Center Drive, Suite 190
Sacramento, CA 95826

Vitaliy Kuzmenko
9300 Tech Center Drive, Suite 190
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 RCG Logistics, LLC ("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 worked, or continue to work, for Defendants in California as a non-exempt employee at any time between one (1) year prior to the filing of this notice up to the present. Plaintiff is 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 plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Plaintiff was employed with Defendants from April 20, 2021, to January 6, 2023, as a non-exempt employee. Plaintiff was paid eighteen dollars (\$18) per hour plus incentive commission payments. Plaintiff's duties included coordinating companies that needed cargo loads transported with truckers that needed cargo loads to transport. Plaintiff and aggrieved employees were paid commissions based on the profits they were able to generate for Defendants based on the difference between the quoted transport costs provided to companies actual the actual costs truckers agreed to transport the cargo loads for.

Defendants' incentive commission payment system was never provided to employees in writing. However, under the incentive commission payment system, Plaintiff and aggrieved employees received "ICP" points if they booked a load for certain percentage profit. For example, on a project Plaintiff worked on, a 10% profit yielded eight (8) ICP points to Plaintiff. If Plaintiff yielded a 20% margin, then Plaintiff would receive additional points, which would amount to a higher commission. The required profit percentage required to earn points varied for each project, but the ultimate incentive commission payment made to Plaintiff and aggrieved employees was based on the amount of ICP points earned.

Plaintiff and aggrieved employees received incentive commission payments on a monthly basis for the ICP points earned in the month prior. Defendants paid these amounts on paychecks separate from their regular paychecks. However, Defendants failed to also pay the increased overtime premiums, meal and rest period premiums, and sick leave payments that were earning as a result of the increased regular rate of pay during the same periods.

Plaintiff and aggrieved employees regularly fielded, and were responsible for, taking phone calls to obtain quotes related to cargo loads. If Plaintiff or aggrieved employees were on a phone call, they could not abruptly end the call to take a meal or rest break. Plaintiff and aggrieved employees were encouraged to edit their time records to reflect timely meal periods being taken when, in fact, they had not been taken. Plaintiff and aggrieved employees regularly worked during the hours they were clocked out for meal periods. Furthermore, Defendants' timecards also reflected that Plaintiff and aggrieved employees were not able to take timely meal periods, yet Plaintiff and aggrieved employees did not receive any meal period premiums. Defendants did not accurately record Plaintiff and aggrieved employees' meal period times. Furthermore, Defendants' meal and rest period policies violated California law, authorizing only one meal period a day if employees worked longer than five (5) hours (*i.e.* no provision for a second meal period when working more than ten (10) hours), failing to authorize rest periods when employees worked between 3.5-4 hours, and failing to authorize a third rest period when employees worked longer than ten (10) hours. Plaintiff and aggrieved employees were also interrupted by supervisors and cargo calls when attempting to take rest breaks. Defendants did not accurately record Plaintiff and aggrieved employees meal period times.



Additionally, Plaintiff and aggrieved employees were unable to take uninterrupted rest breaks. Indeed, a team lead, Leticia, yelled at Plaintiff while he was on break to return to work. On several occasions, Plaintiff was interrupted to return to work to take a phone call or finish miscellaneous tasks.

Defendant failed to provide Plaintiff and aggrieved employees with paid sick leave. Plaintiff became sick for a period of six (6) months from March 2022 to October 2022 and did not receive any paid sick days.

Defendants also did not have a policy to reimburse Plaintiff and Aggrieved Employees for use of their personal cell phones for work purposes. Plaintiff and Aggrieved Employees used their personal cell phones to communicate with managers, supervisors, and other aggrieved employees regarding work issues via Microsoft Teams. Also, Plaintiff and Aggrieved Employees used their personal cell phones to lock and unlock the door or doors of their office building. Defendants instructed Plaintiff and Aggrieved Employees to use a cell phone application named KISI that locked and unlocked doors. Furthermore, Defendants used an online payroll service named Gusto to enter and keep track of employee times. Plaintiff and Aggrieved Employees used their cell phones to access the Gusto website to clock in and clock out and to check their payroll data.

Defendant maintains a “Criminal Conviction Policy” that requires employees to disclose an arrest or conviction within three (3) days of the arrest or conviction to the employees’ supervisor or to Human Resources. The policy further requires supervisors who are made of aware of an employee’s arrest or conviction to disclose in accordance with the handbook procedures. The existence of, and/or failure to disclose, an arrest or conviction was used by Defendant as a factor for determining whether an employee would continue to be employed and the conditions under which that employment would occur.

As a result of Defendants’ failure to pay Plaintiff and aggrieved employees all overtime, sick leave wages, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay and overtime wages earned, the number of meal and rest period premiums owed, and the accurate gross and net wages earned.

As of this date of this letter, Defendants has not paid Plaintiff and aggrieved employees all overtime wages, meal and rest period premiums, and sick leave wages owed to them.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 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, Plaintiff and aggrieved employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and 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 §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 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. 4, 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. 4, 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, Plaintiff and aggrieved employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. To the extent any meal period premiums were paid, they were not paid at the regular rate of pay. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, 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, Plaintiff and aggrieved employees were



not authorized and permitted to take legally compliant rest periods pursuant to California law. Indeed, Plaintiff and aggrieved employees were interrupted on their rest breaks and demanded to return to work by team leads. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. To the extent any rest period premiums were paid, they were not paid at the regular rate of pay. This was in violation of the law.

Count Five – 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 Plaintiff and aggrieved employees. This is in violation of the law.

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

Labor Code sections 201-203 require that all wages, including missed meal and rest periods and bonuses/commissions, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff 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 Seven – 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 of 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. Sean Cabin is and has been, an officer and managing member of the company. Similarly, Vitaliy Kuzmenko, is and has been, an officer and managing member of the company. Sean Cabin and Vitaliy Kuzmenko were responsible for overseeing the



policies and practices described herein. Both of them were aware of, approved, and enforced these practices either by creating them, directly enforcing them, and/or training and counseling subordinate managers and supervisors to enforce them as detailed herein. As described above, Defendants, by and through Defendants agents, violated Plaintiff 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. This is against the law.

Count Eight – Violation of Labor Code §§ 226.3, 1174 (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.

Count Nine – Violation of Labor Code § 2751 (Commission Contracts)

Labor Code section 2751 states that “[w]hen an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid. . . . The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee.” Defendants’ compensation system involved commission payments based on the amount of ICP points earned by Plaintiff and aggrieved employees on any given project. However, Defendants’ failed to provide this agreement in writing to Plaintiff and aggrieved employees, which was against the law.

Count Ten – 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 Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave because they failed to correctly calculate the regular rate of pay.

Count Eleven - Violation of Labor Code §§ 432.6, 432.7, 432.8 (Limitations on Employers Regarding Inquiring Into Criminal History and Waivers Relating Thereto)

Labor Code section 432.7 provides that “an employer shall not seek from any source whatsoever or utilize as a factor in determining any condition of employment including hiring, promotion, termination, or any apprenticeship training program or any other training program leading to employment, any record of arrest or detention that did not result in conviction....”

California Labor Code § 432.7(a)(1) makes it unlawful for an employer to ask an applicant or employee to disclose information regarding an arrest that did not result in a conviction or information concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law. Moreover, Labor Code § 432.8 prohibits employers from asking job applicants about convictions that are more than two years old for possession of marijuana. California Labor Code section 432.6 prohibits employers from requiring individuals to sign, as a condition of employment, any document waiving any right in the Fair Employment and Housing Act, including California Government Code section 12952, which prohibits inquiry into any information related to an individual's criminal history directly in an application or through other means directed at discovering criminal history. *See* Cal. Code Regs., tit. 2, § 11017.1(4). For the reasons stated above, Defendants Criminal Conviction Policy violated these statutes.

Count Twelve– 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 to Plaintiff and Aggrieved Employees for use of their personnel cell phones for work purposes. This was in violation of the law.

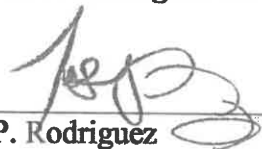


If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____

Justin P. Rodriguez 

JPR:rk

cc: Client via e-mail

1 *Prasad v. RCG Logistics LLC*

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

4 I, Elias Tapia, declare that:

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

7 On April 5, 2023, I served the following documents on the party below:

8 • **PRIVATE ATTORNEYS GENERAL ACT LETTER**

9 RCG Logistics LLC 10 9300 Tech Center Drive, Suite 190 11 Sacramento, CA 95826	Sean Cabin 9300 Tech Center Drive, Suite 190 Sacramento, CA 95826
12 Vitaliy Kuzmenko 13 9300 Tech Center Drive, Suite 190 14 Sacramento, CA 95826	

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and 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 by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

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

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

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on April 5, 2023, at Elk Grove, California.

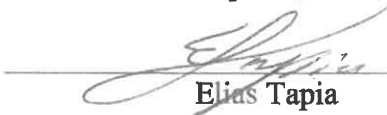
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Elias Tapia
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Exhibit D

DECLARATION OF LISA MULLINS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O
18 Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per
19 incident.

20 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
21 counsel in the *Prasad v. RCG Logistics LLC* matter.

22 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
23 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
24 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
25 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

26 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
27 number to receive correspondence and inquiries from class members. After receiving the class data file
28 from Defendant, which should contain the class members’ names, last known addresses, and social security

1 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
2 discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database, maintained
5 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
6 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
7 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
8 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
9 address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
12 and will promptly remail the class notice.

13 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
14 so that all class members will be apprised of exactly when all applicable forms will be due, depending on
15 the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the
16 expiration of the deadline, ILYM Group will inform all parties as to the number and name of those
17 individuals who filed a timely opt-opt, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
19 case EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with administering tasks
20 including but limited to overview and reconciliation of account; (c) calculating the individual settlement
21 amounts; (d) preparing, administering and distributing settlement award checks to the Participating Class
22 Members, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable
23 state and federal taxes; and (f) performing other such duties as the Parties and/or the Courts direct. The
24 above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and
25 correct copy of ILYM Group's not to exceed quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
27 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
28 with the administration of this settlement are: **\$6,350.00**.

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 10th day of January 2024, at Tustin,
3 California.

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6 Lisa Mullins
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EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- | | | |
|-----------------------------|------------------------|--------------|
| • Wage and Hour | • Consumer | • Securities |
| • FLSA | • Finance | • Antitrust |
| • Insurance and Health Care | • Employment and Labor | • TCPA |

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and "codes" No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Prasad v. RCG Logistics LLC

Wednesday, January 10, 2024

Requesting Attorneys Name:

Renald Konini

E-Mail:

rkonini@shimodalaw.com

ILYM Contact:

Lisa Mullins

E-Mail:

lisa@ilymgroup.com

Contact Number:

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	210
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00
*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.				
Subtotal				\$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Opt-Outs, Disputes and Objection(s)	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Rate	\$75.00	1	Waived
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Status Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$785.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	210	\$315.00
USPS First Class 1oz Postage	Per Piece	\$0.63	210	\$132.30
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	42	\$84.00

Storage, Photocopies, Deliveries	Flat Fee	\$274.90	1	\$274.90
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Subtotal \$806.20

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.00	210	\$210.00
USPS First Class 1oz Postage	Per Piece	\$0.63	210	\$132.30
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	21	\$31.50
Preparation of Taxes	Hourly	\$120.00	6	\$720.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,418.80

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$690.00

NOT-TO-EXCEED: \$6,350.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit E

Date	Description	Amount
2/28/2023	Administration Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fee	\$500.00
4/5/2023	Certified Mail - PAGA Letters	14.97
4/5/2023	Payment to LWDA - PAGA Filing Fee	75.00
4/6/2023	One Legal Filing Fee - Complaint, CCCS, Summons	125.00
4/13/2023	One Legal Service Fee & Court Filing Fee 20166290	1,586.72
6/15/2023	One Legal Service Fee - Summons order 20495459	61.26
6/20/2023	Mediation fee	4,125.00
7/11/2023	Priority Mail - FAC to Court - Service Copy to Opposing Counsel	6.73
7/21/2023	Priority Mail - Filed FAC Service Copy to Opposing Counsel	6.73
7/31/2023	One Legal Filing Service Fee - First amended complaint order 20773868	149.28
Anticipated	One Legal Filing/Service Fee & Court Payment - Preliminary Approval Motion	375.00
Anticipated	One Legal File Fee / Service Fee - CMC Statement re 4/26/24 Hearing	61.26
Anticipated	One Legal Filing/Service Fee & Court Payment - Final Approval Motion	375
Anticipated	One Legal Filing Fee / Compliance Declaration	61.26
Anticipated	One Legal Filing Fee / Notice of Entry of Order re Final Approval and Judgment	61.26

Total: 7,584.47

Exhibit F

CALIFORNIA SUPERIOR COURT
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,

Defendant.

Case No. **34-2023-00337623**

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: All individuals who have worked, or continue to work, for Defendant in California as a non-exempt employee at any time between April 5, 2019, to _____ (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 Plaintiff's 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 Plaintiff Naveen Prasad ("Plaintiff" or "Class Representative"), and Defendant RCG LOGISTICS LLC ("Defendant") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be _____. 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 April 7, 2023, Plaintiff filed a Complaint against Defendant in the Sacramento County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 34-2023-00337623. The Class Period is between April 5, 2019, to _____ (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premium in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursements for expenses, 8) failing to maintain accurate records, 9) failing to provide paid sick leave, 10) failing to provide commission contracts in writing, 10) failing to comply with limitations on employers regarding inquiring into criminal history and waivers relating thereto, 11) engaging in unfair competition, 12) retaliating and disability discrimination in violation of Fair Employment and Housing Act ('FEHA'), 13) failing to accommodate and engage in the interactive process, 14) failing to prevent

discrimination, and 15) committing PAGA violations. Defendant has denied all of Plaintiff's 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, Defendant continue to deny all allegations and claims. Defendant has 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 worked, or continue to work, for Defendant in California as a non-exempt employee at any time between April 5, 2019, to _____. The Agreement also applies to Aggrieved Employees, which are defined as all individuals who have worked, or continue to work, for Defendant in California as a non-exempt employee at any time between April 5, 2022, to _____. 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, Defendant has agreed to pay a total sum of Four Hundred Ninety-Two Thousand Five Hundred Dollars (\$492,500) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount, attorneys' costs not to exceed \$10,000, Settlement Administrator Costs estimated not to exceed \$15,000, Class Representative's Enhancement Payment of Ten Thousand Dollars (\$10,000), and \$20,000 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 Defendant 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 \$20,000 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

Defendant 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 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% 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 April 5, 2022, up to _____. Defendant's records indicate that you worked _____ weeks during the applicable PAGA Claim Period, which means your share of the

PAGA Payment is estimated to be _____. 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 Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's 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 Defendant's 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 _____. 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 Defendant, as well as each of Defendant's affiliated entities, related companies, former and present owners, officers, shareholders or directors, direct and indirect parent companies, subsidiaries, successors, assigns, executives, employees, agents, attorneys, predecessors, payroll processing providers, payroll funding companies, or 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 being a Class Member if you request this by _____. 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.* *Prasad v. RCG Logistics, LLC*, 34-2023-00337623); (d) be signed; and (e) be post-marked no later than _____. 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 ____, 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 receive 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.* *Prasad v. RCG Logistics, LLC*, 34-2023-00337623); (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiff and Defendant at the addresses identified in Section VI of this notice.

In addition to submitting a written objection as outlined above, you may also 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 Plaintiff and Defendant.

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. A notice of entry of judgment will be filed with the Court and available online at its Public Portal (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>). Follow the prompts to create your free online account, click "Search," then click "Case Number Search." Enter the case number, 34-2023-00337623, and select "unlimited civil" for case type in the appropriate fields. This search will result in a clickable link taking you to the register of actions and all filed documents in this case. 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 Defendant 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 Defendant 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 Defendant 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 ____, [address] on ____ at ____ to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

You may appear remotely at the final approval hearing using the following access information:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/join/9876543210>.

To join by phone: (833) 568-8864 / ID: 16108301121.

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 at the Public Portal web address identified in Section IV above. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Timothy J. Long
Michael A. Wertheim
Greenberg Traurig, LLP
400 Capitol Mall, Suite 2400
Sacramento, CA 95814
Phone: 916-868-0600
Fax: 916-448-1709
On behalf of Defendant

**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