

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 similarly situated employees

FILED
Superior Court of California
County of Sacramento
09/11/2024
T. Shaddix, Deputy

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

vs.

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

Defendants.

Case No. 34-2023-00337623

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

CLASS ACTION

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

Date: September 6, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: April 7, 2023

FAC Filed: July 12, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on September 6, 2024, at 9:00 a.m., in Department 23 before
4 the Honorable Jill Talley, presiding. Plaintiff Naveen Prasad (“Plaintiff”) filed this putative class
5 action on April 7, 2023. The operative Complaint asserted class action and Private Attorney’s General
6 Act (“PAGA”) claims alleging that Defendant RCG Logistics LLC (“Defendant”) violated California
7 law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal
8 periods, 4) failing to provide rest periods, 5) failing to provide accurate wage statements, 6) failing to
9 timely pay all final wages, 7) violating Labor Code section 432.7, 8) violating Labor Code section
10 432.6, 9) failing to reimburse employees for incurred expenses, and 10) engaging in unfair
11 competition. Plaintiff also alleged Defendant is liable for civil penalties under the PAGA based on
12 these violations. Plaintiff sought attorneys’ fees and costs as part of this Action. Defendant denied all
13 of Plaintiff’s claims and denied that this case was appropriate for class treatment. No class has been
14 certified. The class settlement was preliminarily approved by this Court on March 5, 2024.

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

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

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

27 All individuals who have worked, or continue to work, for Defendant in
28 California as a non-exempt employee at any time between April 5, 2019,
up to January 27, 2024.

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

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above
10 by 1) failing to incorporate the value of nondiscretionary incentive based compensation into Plaintiff's
11 and putative class members' regular rates of pay for the purpose of calculating premium wages owed, 2)
12 failing to provide meal and rest periods in compliance with California law, 3) encouraging Plaintiff and
13 putative class members to edit their time records to reflect timely meal periods being taken when, in
14 fact, they had not been taken, 3) refusing to provide all paid sick leave available, 4) failing to reimburse
15 Plaintiff and putative class members for use of their personal cell phone for work purposes, and 5)
16 maintaining a criminal conviction policy that unlawfully required disclosure of arrests not resulting in
17 conviction. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
18 also derive from these violations. Additionally, Class Members seek the same remedies under state
19 law. The typicality requirement for settlement purposes is also satisfied since the wage and hour claims
20 of the Class Representative are based on the same facts and legal theories as those applicable to the class
21 members.

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

25 The Court finds that Plaintiff Naveen Prasad and Plaintiff's counsel, Galen T. Shimoda
26 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
27 representatives of the settlement class. The Court appoints them as Class Representative and Class
28 Counsel, respectively.

1 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

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

10 No objections were made by Class Members and no Class Members opted out of the settlement.
11 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
12 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs. The
13 Court gives final approval to the Agreement and all terms therein as if stated here in full, including the
14 \$552,795.23 Gross Settlement Amount.

15 The Court approves of the Twenty Thousand Dollars (\$20,000) PAGA Payment, which shall be
16 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
17 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
18 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
19 Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the
20 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
21 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
22 and LWDA.

23 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
24 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
25 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
26 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
27 Gross Settlement Amount will revert to Defendant for any reason.
28

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

4 Class Counsel sought an award of attorney's fees of \$193,478.33, attorney's costs of \$7,107.99,
5 an Enhancement Payment to the Class Representative in the amount of \$10,000, and for Settlement
6 Administrator Costs in the amount of \$6,350. Defendant does not oppose these requests. The Notice of
7 Settlement sent to Class Members included information regarding these amounts and that they would be
8 requested in connection with final approval of the Agreement. Class Members have been given the
9 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
10 The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, including
11 prior fee awards in Sacramento County Superior Court at the requested rates, and the amount of time
12 expended in litigation for the benefit of Class Members. The Court finds that the rates requested and
13 hours expended are reasonable. The Court has also reviewed the updated itemized costs submitted by
14 Class Counsel, the information provided by the Class Representative regarding the efforts and burdens
15 undertaken for the benefit of the class, and the cost information provided by the Settlement
16 Administrator. The Court finds that these amounts are fair, reasonable, and supported by the evidence
17 submitted by Class Counsel. The requested amounts are approved and awarded as requested, which will
18 be deducted from the Gross Settlement Amount. This finding is further supported by the lack of
19 objections by Class Members to these amounts. The difference between the actual attorneys costs and
20 Settlement Administrator Costs awarded and the originally allocated \$10,000 for each payment will be
21 added to the Net Settlement Amount pursuant to the terms of the Agreement.

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

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

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

IV. IMPLEMENTATION SCHEDULE

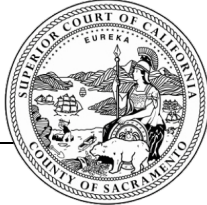
Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and 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

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

5 **IT IS SO ORDERED.**

6
7 Date: 09/11/2024



8 By: _____

Jill Talley
Judge of the Superior Court
Jill Talley