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individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF BUTTE

SALVADOR ANTHONY RODRIGUEZ JR,
individually and on behalf of all others similarly
situated,

Plaintiff(s),

v.

RGIS, LLC AND WIS IVS, LLC; and DOES 1
through 100,

Defendant(s).

Case No. 23CV01731

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: February 19, 2025

Time: 9:00 a.m.

Department: 6

Superior Court of California
County of Butte
2/26/2025
Sharif Elmallah, Clerk
By  Deputy
Electronically FILED

[PROPOSED] ORDER AND JUDGMENT

The Motion for Final Approval of Class Action and PAGA Settlement came on for hearing on February 19, 2025, at 9:00 a.m. in Department 6 of the above-entitled court, the Honorable Stephen E. Benson presiding. Having reviewed the Motion and all supporting papers, including the Settlement Agreement and Amendment to Settlement Agreement, having considered any objections, and having heard argument from counsel, and good cause appearing, THE COURT FINDS AND ORDERS AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement and Amendment to Settlement Agreement.

1 2. The Court finds that the Settlement Agreement, as modified by the Amendment to
2 Settlement Agreement executed on December 9, 2024, is fair, reasonable, and adequate and meets
3 the criteria for final settlement approval.

4 3. The Court finds that the notice procedures undertaken pursuant to the Preliminary Approval
5 Order have been completed in conformity with the Court's preliminary approval order and provided
6 the best notice practicable under the circumstances to all Settlement Class Members.

7 4. The Court finds that four individuals (Jesse David Brown, Lynette Valdez, Jill Marlene
8 Green, and Victoria Crockett Huscher.) validly and timely requested exclusion from the Settlement
9 Class. These individuals are not bound by the Settlement Agreement and are not entitled to any of
10 its benefits.

11 5. The Court finds that the single objection to the Settlement submitted by Antonio Martinez
12 does not pertain to the Release Claims and is overruled.

13 6. The Court approves the gross settlement amount of \$2,400,000 and finds that it shall be
14 allocated as follows:

- 15 a) \$800,000 for attorneys' fees;
- 16 b) \$25,049.67 for litigation costs;
- 17 c) \$10,000 for the class representative service award;
- 18 d) \$120,000 for PAGA penalties (\$90,000 to the LWDA and \$30,000 to aggrieved employees);
- 19 e) \$39,550 for settlement administration costs; and
- 20 f) The remaining \$1,405,400.33 as the net settlement amount for distribution to participating
21 class members.

22 7. The Court approves the payment schedule set forth in the Settlement Agreement, whereby
23 Defendants shall pay the gross settlement amount within 30 days of the Effective Date or April 30,
24 2025, whichever is later.

25 8. The Court finds that the service award of \$10,000 to Plaintiff Salvador Anthony Rodriguez
26 Jr. is fair and reasonable in light of his service to the Settlement Class. This amount shall be paid
27 from the gross settlement amount in accordance with the terms of the Settlement Agreement.
28

1 9. The Court finds that Class Counsel's request for attorneys' fees of \$800,000 (one-third of the
2 gross settlement amount) is fair and reasonable considering the results achieved, the contingent risk
3 undertaken, and the prevailing market rates for similar services by similarly qualified counsel.

4 10. The requested costs of \$25,049.67 are also reasonable and were necessarily incurred in the
5 prosecution of this action.

6 11. The Court approves ILYM Group, Inc.'s fees and costs of \$39,550 for settlement
7 administration.

8 12. The Court finds that the PAGA allocation of \$120,000 is fair and reasonable, with \$90,000
9 (75%) payable to the LWDA and \$30,000 (25%) distributed to aggrieved employees.

10 13. The Court orders the settlement proceeds to be distributed in accordance with the terms of
11 the Settlement Agreement and this Order.

12 14. Upon the Effective Date, the Settlement Class Members (other than those who validly
13 requested exclusion) shall be deemed to have released the Released Claims as defined in the
14 Settlement Agreement, as amended.

15 15. For avoidance of doubt, the Released Claims are as follows:

16 Release of Class Claims By Participating Class Members. Upon the Effective Date,
17 Defendant and the other Released Parties shall be entitled to a release from the
18 Plaintiff and the Class Members who do not opt, for all of the Released Claims,
19 defined below, which occurred during the Class Period. Plaintiff, and all other
20 Participating Class Members including, but not limited to, their heirs, executors,
21 attorneys, agents, representatives, successors, and assigns ("Releasing Parties"), shall
22 and will release Defendant and all of their respective former, present, and future
23 owners, parents, subsidiaries, shareholders, and related entities and all of Defendant's
24 respective current, former, and future officers, directors, supervisors, employees,
25 representatives, members, managers, partners, shareholders, joint venturers,
26 accountants, insurers, representatives, agents, predecessors, successors, and assigns
27 (collectively, the "Released Parties") from the Released Claims means all claims for
28 violations of the following Labor Code sections, as well as civil penalties under
PAGA, that were actually alleged or that could have been alleged in the Action by
Plaintiff, on behalf of the Class Employees and the State of California, himself and
the PAGA Employees for the entire Class Period and the entire PAGA Period, as well
as any and all wage and hour claims and that were asserted or could have been
asserted based on the factual or legal allegations contained in Plaintiff's June 29,
2023 Complaint, the November 9, 2023 First Amended Complaint, and the
November of 2024 Second Amended Complaint, arising at any time during the Class
Period, including but not limited to: (a) failure to pay all wages owed, whether due
to alleged off the clock work, failure to correctly calculate the regular rate or any
other theory of liability for the underpayment of the minimum wage or overtime (b)
failure to provide duty-free meal periods or pay premiums at the regular rate of pay
in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums

at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) failure to provide sick pay and/or pay it at the correct rate; (i) unfair business practices; (j) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Complaint; and (l) all claims that Plaintiff, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period, defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full res judicata effect and be final and binding upon Participating Class Members regarding the Released Claims.

Release of PAGA Claims By State of California and PAGA Employees. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff, the LWDA, the state of California, and the PAGA Employees, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns ("Releasing Parties"), shall and will release Defendant and the Released Parties for the "PAGA Released Claims" which includes: (a) all PAGA penalty claims alleged in Plaintiff PAGA letters as well as his Second Amended Complaint, which seeks penalties under PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 204b, 210, 221, 223, 223.5, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, reporting time pay, split shift premiums, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate, and failure to reimburse business expenses; (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement. The Release Period shall be the designated and court approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full res judicata effect and be final and binding upon Plaintiff, the state of California, the LWDA and the PAGA Employees regarding the PAGA Released Claims.

16. "Class Members" are defined all current and former non-exempt California employees of Defendant who worked during the Class Period, but excluding the two opt-outs

17. "Class Period" is the time period June 29, 2019 through May 31, 2024.

18. "PAGA Employees" are defined as all current and former non-exempt employees of Defendant in California who worked during the PAGA Period.

19. "PAGA Period" is the time period July 6, 2022 through May 31, 2024.

1 20. As provided above, all Class Members, other than the four who opted out, are barred from
2 pursuing, or seeking to reopen, any of the Released Claims, as defined in the Settlement Agreement,
3 as amended and as set forth above, for the Class Period. In addition, the state of California, the
4 LWDA, and the PAGA employees are barred from pursuing or seeking to reopen any of the PAGA
5 Released Claims, as defined in the Settlement Agreement, as amended and set forth above, for the
6 PAGA Period.

7 21. Without affecting the finality of this Order and Judgment, the Court reserves exclusive and
8 continuing jurisdiction over the Action, the Class Representative, the Settlement Class, and
9 Defendants for purposes of supervising the implementation, enforcement, construction,
10 administration, and interpretation of the Settlement Agreement and this Order and Judgment.

11 22. The Court shall retain jurisdiction to enforce this settlement pursuant to Code of Civil
12 Procedure section 664.6.

13 23. The parties shall comply with the deadlines set forth in the Settlement Agreement with
14 respect to funding of the settlement and distribution of settlement payments.

15 24. A final compliance hearing is set for December 10, 2025, at 9:00 a.m. in this Department.
16 Class Counsel and/or the Settlement Administrator shall file a Declaration or Declarations attesting
17 to compliance no later than 7 calendar days before the hearing.

18 25. This document shall constitute a judgment for purposes of California Rule of Court
19 3.769(h).

20
21 IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

22
23 DATED: February 26, 2025

24 
25 _____
26 Honorable Stephen E. Benson
27 Judge of the Superior Court
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