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FILE
San Francisco County Superior



AUG 07 2023

CLERK OF THE COURT
BY: *Christina Echeverria*
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

ARNULFO GASCA, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WATCHPOINT LOGISTICS, INC., a California
corporation; RANDSTAD NORTH AMERICA,
INC., a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CGC-21-595196

JUDGMENT FOLLOWING ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff Arnulfo Gasca, Jr. ("Plaintiff") and Defendant Watchpoint Logistics, Inc. ("Defendant")
3 reached terms of settlement for a putative class action and representative action. On or about August 4,
4 2023, the Court issued an Order granting Plaintiff's motion for final approval of a settlement of a proposed
5 class action and representative action asserted against Defendant ("Final Approval Order"). The settlement
6 is memorialized in the First Amended Stipulation of Settlement of Class Action and PAGA Claims and
7 Release of Claims ("Settlement" or "Agreement").¹

8 The Court's Final Approval Order and the Settlement are incorporated herein in their entirety. The
9 Court now enters Judgment following the entry of the Final Approval Order. The Judgment set forth herein
10 is intended to be a final disposition of the Action in its entirety and is intended to be immediately
11 appealable.

12 **JUDGMENT**

13 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
14 entered whereby the Plaintiff, all Settlement Class Members (as defined in the Agreement), all Aggrieved
15 Employees (as defined in the Agreement), and the State of California shall take nothing from Defendant,
16 except as expressly set forth in the Final Approval Order and the Settlement.

17 Except as set forth in the Settlement and the Final Approval Order, Plaintiff, Settlement Class
18 Members, Aggrieved Employees, and the State of California shall take nothing by the First Amended
19 Complaint filed in this Action.

20 Each party shall bear his or its own attorneys' fees and costs incurred in the Action, except as
21 otherwise provided in the Settlement and Final Approval Order.

22 The Class Members are:

23 All non-exempt employees who worked for Defendant in California between
24 September 14, 2017, to March 7, 2023.

25 Aggrieved Employees are:

26 All non-exempt employees who worked for Defendant in California between September
27 11, 2020, to March 7, 2023.

28 ¹ The Settlement is attached as Exhibit 1 to the Declaration of Kane Moon filed on July 10, 2023.
All terms used in this Judgment shall have the same meaning as that assigned to them in the Settlement.

1 Class Action and PAGA Action claims are released, pursuant to the terms of the Settlement, as
2 follows:
3

4 61. Upon entry of the Final Approval Order and Defendant's funding of the
5 Gross Settlement Amount, along with any taxes necessary to be paid by Defendant to
6 effectuate the Settlement, and except as to such rights or claims as may be created by this
7 Settlement Agreement, the Participating Class Members, for themselves and for their
8 respective spouses, domestic partners, children, estates, heirs, trusts, assignees, and
9 representatives, will forever completely release and discharge the Released Parties from
10 the Released Class Claims that have or could have arisen or accrued during the Class
11 Period. It is the intent of the Parties that the Final Approval Order and judgment entered
12 by the Court shall have full equitable and collateral estoppel and res judicata effect and
13 be final and binding upon Participating Class Members regarding the Released Class
14 Claims. The res judicata effect of the judgment will be the same as that of the Release of
15 the Released Class Claims and Released PAGA Claims.

16 62. Each Participating Class Member will be deemed to have made the
17 foregoing Release as if by manually signing it.

18 63. Upon entry of the Final Approval Order and Defendant's funding of the
19 Settlement Amount, as well as any taxes that must be paid by Defendant to effectuate the
20 Settlement, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the
21 extent permitted by law, and on behalf of the State of California and all Aggrieved
22 Employees, for themselves and for their respective spouses, domestic partners, children,
23 estates, heirs, trusts, assignees, and representatives, will forever completely release and
24 discharge the Released Parties from the Released PAGA Claims that have or could have
25 arisen or accrued during the PAGA Period. It is the intent of the Parties that the Final
26 Approval Order and judgment entered by the Court shall have full equitable and collateral
27 estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and
28 the Aggrieved Employees regarding the Released PAGA Claims.

64. Each Aggrieved Employee and the LWDA will be deemed to have made
the foregoing Release as if by manually signing it.

65. Plaintiff and Defendant intend that the Settlement described in this
Agreement will release and preclude any further claim, whether by lawsuit,
administrative claim (to the extent permitted by law) or action, grievance, arbitration,
demand, or other action of any kind, by each and all of the Participating Class Members
to obtain a recovery based on or arising out of the Released Class Claims. The Class
Members shall be so notified in the Notice. This Paragraph only applies to Participating
Class Members and, thus, does not apply to any Class Member who timely and validly
submits a Request for Exclusion.

66. Plaintiff and Defendant also intend that the Settlement described in this
Agreement will release and preclude any further claim for civil penalties under the
California Labor Code, whether by lawsuit, administrative claim (to the extent permitted

1 by law) or action, grievance, arbitration, demand, or other PAGA action of any kind, by
2 each and all of the Aggrieved Employees and by the LWDA to obtain a recovery based
3 on or arising out of the Released PAGA Claims. The Aggrieved Employees shall be so
4 notified in the PAGA Notice, and Class Counsel shall provide appropriate notice to the
5 LWDA of this Agreement prior to the filing of the Motion for Preliminary Approval.

6 (Settlement Agreement, ¶¶ 61-66).

7 Further, and per the terms of the Agreement:

8 38. “Released Class Claims” or “Class Claims” means any and all
9 claims, demands, rights, liabilities, grievances, and causes of action that were or
10 could have been pled under local, state or federal law arising out of, or based on
11 any facts alleged in the Operative Complaint against Defendant and the
12 Released Parties arising during the Class Period, including but not limited to
13 claims for (1) failure to pay minimum wages; (2) failure to pay overtime
14 compensation; (3) failure to provide meal periods; (4) failure to authorize and
15 permit rest breaks; (5) failure to indemnify necessary business expenses; (6)
16 failure to provide accurate itemized wage statements; (7) failure to timely pay
17 final wages at termination; and (8) unfair business practices under the California
18 Business and Professions Code.

19 39. “Released PAGA Claims” means any and all claims for civil
20 penalties under PAGA arising from the pleaded claims in the Operative
21 Complaint for the entire duration of the PAGA Period, and from all other claims
22 for civil penalties arising from or based on any facts alleged in the Amended
23 Complaint, that Plaintiff, on behalf of himself[,] the LWDA[,] and the
24 Aggrieved Employees, alleged or could allege against Defendant and the
25 Released Parties. The Released PAGA Claims include, without limitation, all
26 claims for civil penalties arising under California Labor Code Sections 210,
27 226.3, 558, 1197.1 and 2699, based on the facts set forth in Plaintiff’s
28 September 11, 2021 LWDA Letter and that are set forth in Plaintiff’s Operative
Complaint, and further includes all claims seeking civil penalties for (1) failure
to pay for all hours worked, including minimum wages and overtime wages, (2)
failure to provide meal periods, (3) failure to authorize and permit rest periods,
(4) failure to indemnify necessary business expenses, (5) failure to pay all
wages at termination, and (6) failure to furnish accurate itemized wage
statements, including all claims for civil penalties pursuant to California Labor
Code Section 2699.3 during the PAGA Period.

39 40. “Released Parties” means Defendant and each of its divisions,
40 subsidiaries, partnerships, parents, affiliated companies, trusts, or other related
41 entities, past and present, and each of them, as well as each of their directors,
42 officers, shareholders, partners, members, representatives, executors, trustees,
43 fiduciaries, administrators, beneficiaries, assignees, successors, business
44 managers, agents, contractors, insurers, attorneys, and employees, past and
45 present, and each of them and their marital community.

1 (Id. ¶¶ 38-40).

2 Further, per the terms of the Settlement Agreement, the Plaintiff is subject to a general release of
3 claims as follows:

4 68. As a material inducement to Defendant to enter into this Settlement
5 Agreement and in exchange for the Service Payment, and in addition to the Class
6 Representative's release of the Released Class Claims and Released PAGA Claims, upon
7 entry of the Final Approval Order and Defendant's funding of the Gross Settlement
8 Amount, along with any taxes necessary to be paid by Defendant to effectuate the
9 Settlement, Class Representative for himself and for his respective spouses, domestic
10 partners, marital community, children, estates, heirs, trusts, successors, beneficiaries,
11 devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
12 representatives, and assignees does forever and completely releases and discharges and
13 covenants not to sue the Released Parties with respect to any and all claims, demands,
14 liens, agreements, contracts, grievances, covenants, actions, suits, causes of action,
15 wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses,
16 attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in
17 law, equity or otherwise, whether now known or unknown, suspected or unsuspected,
18 concealed or hidden, which Class Representative now owns or holds or has at any time
19 heretofore owned or held as against said Released Parties, or any of them. Such released
20 claims include specifically, but not exclusively and without limiting the generality of the
21 foregoing, any and all claims, demands, agreements, grievances, obligations and causes
22 of action, known or unknown, suspected or unsuspected, concealed or hidden, including
23 but not limited to all claims arising out of, based upon, relating to, or in any way
24 connected with:

- 25 a. Class Representative's employment with Defendant or any Related
26 Party or the remuneration for or termination of such employment;
- 27 b. any allegation in the Action;
- 28 c. any transactions, occurrences, acts or omissions set forth, or facts
alleged, in any and all charges, complaints, claims, grievances or
pleadings filed by Class Representative against any Released Party
prior to the date hereof with any city, county, state or federal agency,
commission, office or tribunal whatsoever, including, but not limited
to, the Department of Fair Employment and Housing, the Equal
Employment Opportunity Commission, the Department of Labor, the
LWDA, Occupational Safety and Health Administration, and
National Labor Relations Board; and/or
- d. any transactions, occurrences, acts or omissions occurring prior to the
date hereof, including specifically without limiting the generality of
the foregoing any claim under Title VII of the Civil Rights Act of
1964, the Age Discrimination in Employment Act (29 U.S.C. Section
621 *et seq.*), the Americans with Disabilities Act, the Employee
Retirement Income Security Act, the National Labor Relations Act,
the Fair Labor Standards Act, the Family and Medical Leave Act, the
California Constitution, the California Labor Code, the California

1 Civil Code, the California Government Code, the California Business
2 & Professions Code, the California Family Rights Act, the California
3 Fair Employment and Housing Act, or any other federal, state, or
4 local statute or regulation (collectively, the “Class Representative’s
5 Claims”).

6 69. Class Representative agrees that there is a risk that any injury that he may
7 have suffered by reason of the Released Parties’ relationship with him might not now be
8 known, and there is a further risk that said injuries, whether known or unknown,
9 suspected or unsuspected, concealed or hidden, at the date of this Settlement Agreement,
10 might possibly become progressively worse, and that as a result thereof further damages
11 may be sustained. Nevertheless, Class Representative agrees to forever and fully release
12 and discharge the Released Parties, and understands that by the execution of this
13 Settlement Agreement no further claims for any such injuries that existed at the time of
14 the execution of this Settlement Agreement may ever be asserted by Class Representative
15 with respect to claims arising in the time period from the beginning of time to the
16 executive of this Settlement Agreement.

17 70. Upon the release of the Class Representative’s Claims as set forth in
18 Paragraph 68 above, Class Representative also expressly waives and relinquishes all
19 rights and benefits afforded by Section 1542 of the Civil Code of the State of California
20 and does so understanding and acknowledging the significance of the waiver of Section
21 1542. Section 1542 of the Civil Code of the State of California states:

22 A general release does not extend to claims that the creditor or releasing
23 party does not know or suspect to exist in his or her favor at the time of
24 executing the release and that, if known by him or her, would have
25 materially affected his or her settlement with the debtor or released party.

26 Notwithstanding the provisions of Section 1542, and for the purpose of
27 implementing a full and complete release and discharge of all parties, Class
28 Representative and Class Counsel expressly acknowledge that this Settlement Agreement
is intended to include in its effect, without limitation, all claims that Class Representative
knew of, as well as all claims that he does not know or suspect to exist in his favor against
the Released Parties, or any of them, for the time period from the beginning of time to
the execution of this Settlement Agreement, and that this Settlement Agreement
contemplates the extinguishment of any and all of such Class Representative’s claims.
Notwithstanding the above, the general release by Class Representative shall not extend
to claims for workers’ compensation benefits, claims for unemployment benefits, or other
claims that may not be released by law as part of this Agreement.

(*Id.* ¶¶ 68-70.)

Notice of the Final Approval Order and this Judgment shall be given by Plaintiff to the LWDA by
submission through the online system established for the filing of notices and documents, in conformity
with Labor Code section 2699, subdivision (1)(3), no later than ten (10) days after entry.

1 This Final Judgment, the Settlement it reflects, and any and all acts, statements, documents, or
2 proceedings relating to the Settlement are not, and shall not be construed as, or used as, an admission made
3 by Defendant or as a finding by this Court of any fault, wrongdoing, or liability on Defendant's part, or of
4 the validity of any Released Claim or of the existence or amount of any damages.

5 The parties shall effectuate the Settlement Agreement pursuant to its terms.

6 The Court approves the Settlement Agreement and the Gross Settlement Amount of \$475,000. In
7 its Final Approval Order, the Court authorized the following distributions from the Gross Settlement
8 Amount: (1) \$50,000 as the PAGA Settlement Amount, with \$37,500 to be paid to the LWDA and
9 \$12,500 to be paid to Aggrieved Employees; (2) \$158,317.50 in attorneys' fees to be paid to Class Counsel;
10 (3) \$16,746.04 in litigation costs to be paid to Class Counsel; (4) \$7,795 to be paid to Phoenix for settlement
11 administration costs; and (5) \$5,000 as a service award to be paid to Plaintiff.

12 No Class Member requested exclusion from the Settlement. Accordingly, this Judgment binds all
13 Class Members.

14 No Class Member objected to the Settlement following a full and fair opportunity to participate.

15 The Settlement Administrator is directed to calculate and issue the Class Members' and Aggrieved
16 Employees' Individual Settlement Payments and Individual PAGA Payments in accordance with the
17 Settlement Agreement.

18 Settlement checks that remain uncashed 180 or more calendar days after issuance shall escheat to
19 the California State Controller's Office's Unclaimed Property Division.

20 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval
21 Order, according to the deadlines specified in the Settlement.

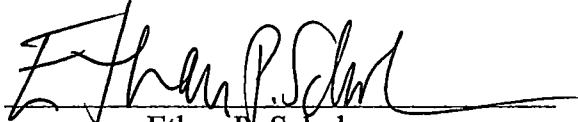
22 In the event the Effective Date does not occur, the Final Approval Order and this Judgment shall
23 be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary
24 in the Settlement, and without prejudice to the *status quo ante* rights of the Plaintiff, Settlement Class
25 Members, the State of California, Aggrieved Employees, and Defendant.

26 This document shall constitute a judgment for the purposes of California Rules of Court, Rule
27 3.769(h). Judgment is hereby entered in accordance with the Settlement. Without affecting the finality of
28 the Final Approval Order or this Judgment in any way, pursuant to Rule 3.769(h) of the California Rules

1 of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Settlement
2 Class Members, Aggrieved Employees, the State of California, and Defendant, for the purposes of
3 supervising the implementation, enforcement, administration, construction, and interpretation of the
4 Settlement and the releases given in connection therewith, the Preliminary Approval Order, the Final
5 Approval Order, the plan of allocation, and the Judgment, and any other matters related or ancillary to the
6 foregoing.

7
8 IT IS SO ORDERED.

9
10 Dated: August 4, 2023


Ethan P. Schulman
Judge of the Superior Court


CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 7, 2023, I electronically served JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **AUG 07 2023**

Brandon E. Riley, Court Executive Officer

By: 

Felicia Green, Deputy Clerk