

SEP 23 2021

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF RIVERSIDE**

17 ENRIQUE JUAREZ, individually, and on
18 behalf of other similarly situated employees;

19 Plaintiff,

20 vs.

21 SCHENKER, INC., a New York Corporation;
22 PRIMESKILL STAFFING SERVICES, INC.,
23 a California Corporation; and DOES 2
24 through 100, inclusive,

25 Defendants.

Case No. RIC1818680

*[Assigned for all purposes to the
Honorable Sunshine Sykes, Department 6]*

**[AMENDED PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 29, 2021
Time: 8:30 a.m.
Dept.: 6

Reservation ID: RES244541

Complaint Filed: September 12, 2018
Trial Date: None Set

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Attorneys for Plaintiff SERGIO RAMIREZ

1 The Motion of Plaintiffs Enrique Juarez, Arthur Ramos, Armando Fernandez, Tabitha
2 Parker, Megan Estes, Regina McCorkle, Sergio Ramirez, and Marcel Baugh (“Plaintiffs”) for
3 Preliminary Approval of Class Action Settlement came regularly for hearing before this court on
4 July 29, 2021, at 8:30 a.m. The Court, having considered proposed Amended Class Action and
5 PAGA Settlement Agreement and Stipulation (the “Settlement” or “Settlement Agreement”)
6 attached to the Supplemental Declaration of Mehrdad Bokhour; having considered Plaintiffs’
7 Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and
8 Authorities in support thereof, and supporting declarations filed therewith; and good cause
9 appearing, HEREBY ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set
11 forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of
12 a settlement that ultimately could be granted approval by the Court at a Final Fairness Hearing as
13 fair, adequate, and reasonable.

14 2. This Order incorporates by reference the definitions in the Settlement Agreement,
15 and all terms defined therein shall have the same meaning in this Order as set forth in the
16 Settlement Agreement.

17 3. The Court concludes that, for settlement purposes only, the below defined Class
18 meets the requirements for certification under section 382 of the California Code of Civil
19 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of
20 the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
21 defined community of interest amongst the members of the Class with respect to the subject
22 matter of the litigation; (c) Plaintiffs’ claims are typical of the claims of the members of the Class;
23 (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
24 class action is superior to other available methods for the efficient adjudication of the controversy;
25 and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and
26 as the representative of the Class.

27 4. For purposes of the Settlement, the Court finds that the following proposed Class
28 is ascertainable and that there is a sufficiently well-defined community of interest among the

1 members of the Class in questions of law and fact. Therefore, for settlement purposes only, the
2 Court grants conditional certification of the following Class:

3 All current and former hourly-paid or non-exempt employees who worked
4 at any of Schenker, Inc.'s locations in California at any time during the time
5 period beginning on May 30, 2014 and ending on October 7, 2019 ("Class
6 Period"), whether hired directly by Schenker, Inc. or placed at any of
7 Schenker's locations in California by PrimeSkill Staffing Services, Inc.

8 5. For purposes of the Settlement, the Court preliminarily designates Plaintiffs
9 Arthur Ramos, Armando Fernandez, Enrique Juarez, Tabitha Parker, Megan Estes, Regina
10 McCorkle, Sergio Ramirez, and Marcel Baugh as Class Representatives.

11 6. For purposes of the Settlement, the Court preliminarily designates Lawyers *for*
12 Justice, PC, Haines Law Group, APC, Bokhour Law Group, P.C., Law Offices of Kevin T.
13 Barnes, Sansanowicz Law Group, P.C., and CounselOne as Class Counsel.

14 7. The Court designates ILYM Group, Inc. as the third-party Settlement
15 Administrator for mailing notices. The Settlement Administrator's duties are set forth in
16 Paragraph 40, pages 12-14 of the Settlement Agreement.

17 8. The Court approves, as to form and content, the Notice of Pendency of Class
18 Action and Proposed Settlement ("Class Notice"), Request for Exclusion Form, and Objection
19 Form which are attached hereto as **Exhibits 1, 2, and 3**, respectively. Counsel for all parties,
20 subject to mutual agreement, may make changes to the Class Notice as necessary to administer
21 the Settlement. The Class Notice shall be provided to Class Members in the manner set forth in
22 the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately
23 inform the Class Members of all material elements of the Settlement, of the Class Members' right
24 and opportunity to be excluded from the Settlement by submitting a Request for Exclusion form,
25 of their right and opportunity to submit a dispute regarding the number of the Workweeks
26 attributed to them by submitting a Workweek Dispute, and of their right and opportunity to object
27 to the Settlement by submitting an Objection form. The Court further finds that distribution of the
28 Class Notice substantially in the manner and form set forth in the Settlement and this Order, and
that all other dates set forth in the Settlement and this Order, meet the requirements of due process
and shall constitute due and sufficient notice to all persons entitled thereto. The Court finds that

1 the form of notice to the Class regarding the pendency of the action and of the Settlement, and
2 the methods of giving notice to members of the Class constitute the best notice practicable under
3 the circumstances, and constitute valid, due, and sufficient notice to all Class Members. The form
4 and method of giving notice complies fully with the requirements of California Code of Civil
5 Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
6 3.769, the California and United States Constitutions, and other applicable law.

7 9. The Court further approves the procedures for Class Members to opt out of or
8 object to the Settlement, as set forth in the Settlement Agreement and the Class Notice. The Class
9 Notice shall be accompanied by an exclusion form that Class Members may use, and the exclusion
10 form shall be submitted to the Settlement Administrator rather than filed with the Court. The
11 Settlement Administrator shall forward to counsel copies of any exclusion forms received as
12 received. The Class Notice also shall be accompanied by an objection form that Class Members
13 may use, and the objection form shall be submitted to the Settlement Administrator rather than
14 filed with the Court. The Settlement Administrator shall forward to counsel copies of any
15 objection forms received as received. The Settlement Administrator shall file a declaration
16 concurrently with the filing of any Motion for Final Approval authenticating a copy of every
17 exclusion form and objection form received. Attached hereto as Exhibit 2 (and as Exhibit 2 to the
18 Settlement Agreement) is the Court-approved Request for Exclusion form. Attached hereto as
19 Exhibit 3 (and as Exhibit 3 to the Settlement Agreement) is the Court-approved Objection form.

20 10. The procedures and requirements for filing objections in connection with the Final
21 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
22 presentation of any Class Member's objection to the Settlement, in accordance with the due
23 process rights of all Class Members.

24 11. The Court directs the Settlement Administrator to mail the Class Notice to Class
25 Members in accordance with the terms of the Settlement.

26 12. Class Members shall have until the date that is sixty (60) calendar days from the
27 date the Class Notice is initially mailed or, in the case of re-mailed Class Notice, seventy-five
28 (75) calendar days from the date the Class Notice is initially mailed to submit a Request for

1 Exclusion, Workweek Dispute, or Objection.

2 13. The Final Fairness Hearing on the question of whether the Settlement should be
3 finally approved as fair, reasonable, and adequate is scheduled in Department 6 of this Court,
4 located at 4050 Main Street, Riverside, California 92501 on 1/13, ²⁰²² 2021 at
5 9 a.m. / p.m. The Settlement Administrator shall give notice to any objecting Class
6 Member of any continuance of the Final Fairness Hearing.

7 14. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
8 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
9 granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application
10 for reasonable Attorneys' Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs,
11 Administration Costs, and the allocation of the PAGA Payment should be granted.

12 15. Counsel for the parties shall file memoranda, declarations, or other statements and
13 materials in support of their request for final approval of the Settlement, Attorneys' Fees and
14 Costs, Enhancement Awards, Administration Costs, and payment to the LWDA for the LWDA
15 Payment prior to the Final Fairness Hearing according to the time limits set by the Code of Civil
16 Procedure and the California Rules of Court.

17 16. An implementation schedule is below:

Event	Date
Defendants to provide Class List to the Settlement Administrator no later than [15 calendar days after preliminary approval]:	August 13, 2021
Settlement Administrator to mail the Class Notice to Class Members no later than [30 calendar days after preliminary approval]:	August 30, 2021
Deadline for Class Members to submit Requests for Exclusion, Workweek Disputes, or Objections to the Settlement [60 calendar days after mailing]:	October 29, 2021
Deadline for Plaintiffs to file their Motion for Final Approval of Class Action Settlement:	16 Court days prior to Final Fairness Hearing
Final Fairness Hearing	<u>1/13</u> , ²⁰²² 2021

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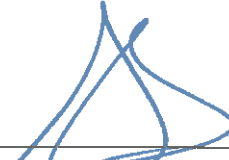
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17. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 9/14, 2021



HON. SUNSHINE SYKES
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
***Enrique Juarez v. Schenker, Inc.*, Riverside County Superior Court Case No. RIC1818680**

To: All current and former hourly-paid or non-exempt employees who worked at any of Defendant Schenker, Inc.'s ("Schenker") locations in California at any time during the time period of May 30, 2014, through October 7, 2019 ("Class Period"), whether hired directly by Schenker or placed at any of Schenker's locations in California by Defendant PrimeSkill Staffing Services, Inc. ("PrimeSkill").

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

1. *Why should you read this Notice?*

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Enrique Juarez v. Schenker Inc.*, Riverside County Superior Court Case No. RIC1818680 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Schenker and PrimeSkill's (collectively, "Defendants") records show that you belong to the following "Class" of all current and former hourly-paid or non-exempt employees who worked at any of Schenker's locations in California at any time during the Class Period, whether hired directly by Schenker or placed at any of Schenker's locations in California by PrimeSkill and are therefore a "Class Member". The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

2. *What is this case about?*

This Settlement involves the following actions:

- *Arthur Ramos v. Schenker, Inc.*, filed on May 30, 2018, in the San Bernardino County Superior Court and assigned case number CIVDS1813152, and also assigned case number 5:18-cv-01551-JLS-KK upon removal to the United States District Court for the Central District of California ("*Ramos Action*");
- *Armando Fernandez v. Schenker, Inc. d/b/a DB Schenker* filed on July 3, 2018 in the Riverside County Superior Court and assigned case number RIC1813666, and also assigned case number 5:18-cv-01931-JLS-KK upon removal to the United States District Court for the Central District of California ("*Fernandez Class Action*");
- *Enrique Juarez v. Schenker, Inc. d/b/a DB Schenker* filed on July 9, 2018 in the Riverside County Superior Court and assigned case number RIC1818680, and also assigned case number 5:18-cv-01728-JLS-KK upon removal to the United States District Court for the Central District of California ("*Juarez Class Action*");
- *Tabitha Parker v. Schenker, Inc.* filed on August 24, 2018, in the Riverside County Superior Court and assigned case number RIC1817556, and also assigned case number 5:18-cv-02129-JLS-KK upon removal to the United States District Court for the Central District of California ("*Parker Action*");
- *Enrique Juarez v. Schenker, Inc. d/b/a DB Schenker* filed on September 12, 2018 in the Riverside County Superior Court and assigned case number RIC1818680 ("*Juarez PAGA Action*");
- *Armando Fernandez v. Schenker, Inc. d/b/a DB Schenker* filed on September 26, 2018 in the Riverside County Superior Court and assigned case number RIC1819863 ("*Fernandez PAGA Action*"); and
- *Sergio Ramirez v. Schenker, Inc.* filed on June 14, 2019, in the San Bernardino County Superior Court and assigned case number CIVDS1917538, and assigned case number 5:19-cv-01304-JLS-KK upon removal to the United States District Court for the Central District of California ("*Ramirez Action*").

The *Ramos Action*, *Fernandez Class Action*, *Juarez Class Action*, and *Parker Action* were removed by Defendants to the United States District Court for the Central District of California, eventually assigned to Honorable Judge

Josephine Staton, and consolidated on December 20, 2018. When the *Ramos* Action, *Fernandez* Class Action, *Juarez* Class Action, and *Parker* Action were consolidated, the *Ramos* Action was designated the lead action and the *Fernandez* Class Action, *Juarez* Class Action, and *Parker* Action were administratively closed. The *Juarez* PAGA Action and *Fernandez* PAGA Action are pending in the Riverside County Superior Court. The *Ramirez* Action was removed by Defendant to the United States District Court for the Central District of California and is presently assigned to Honorable Judge Josephine Staton. As part of the Settlement, the parties stipulated to dismiss the *Ramos* Action, and to seek approval of the Settlement through the *Juarez* PAGA Action. On March 17, 2020, the Court dismissed the *Ramirez* Action.

Plaintiffs propose filing a First Amended Complaint to include the claims and causes of action of each of the named plaintiffs. You may review and/or download the proposed First Amended Complaint, the Settlement Agreement, this Notice, Plaintiffs' Motion for Preliminary Approval, and the Order Granting Preliminary Approval on the Settlement Administrator's website at <<[INSERT ADMINISTRATOR WEBSITE](#)>>.

Plaintiffs Arthur Ramos, Armando Fernandez, Enrique Juarez, Tabitha Parker, Megan Estes, Regina McCorkle, Sergio Ramirez, and Marcel Baugh (collectively, "Plaintiffs") are pursuing this Action against Defendants (Plaintiffs and Defendants are collectively referred to as the "Parties") on a class and representative action basis on behalf of the Class. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

Plaintiffs allege that Defendants failed to properly compensate Class Members for all wages and all hours worked, failed to compensate Class Members for sick time at the legal rate of pay, failed to provide Class Members with all legally-compliant meal and rest periods and premiums in lieu thereof, failed to reimburse all Class Members for all necessary business expenses, failed to timely pay all wages owed during employment and upon separation of employment, failed to furnish accurate and itemized wage statements to Class Members, and failed to maintain the requisite payroll records. As a result of the foregoing alleged violations, Plaintiffs further allege that Defendants engaged in unfair competition and are liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA").

Defendants deny that they have done anything wrong. Defendants also deny that they owe Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in their best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the Parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of the Court not certifying a defined class or subclasses of workers, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

3. Who are Class Counsel?

The Court has appointed the following law firms, who represent Plaintiffs, to serve as counsel for the Class ("Class Counsel"):

LAWYERS for JUSTICE, PC Edwin Aiwazian 410 West Arden Avenue, Suite 203 Glendale, California 91203 Phone: (818) 265-1020 Facsimile: (818) 265-1021	HAINES LAW GROUP, APC Paul K. Haines 2155 Campus Drive, Suite 180 El Segundo, California 90245 Phone: (424) 292-2350 Facsimile: (424) 292-2355	BOKHOUR LAW GROUP, P.C. Mehrdad Bokhour 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Phone: (310) 975-1493 Facsimile: (310) 300-1705
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4. What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified the Class, for settlement purposes only, consisting of: all current and former hourly-paid or non-exempt employees who worked at any of Schenker's locations in California at any time during the Class Period (i.e., from May 30, 2014 and October 7, 2019), whether hired directly by Schenker or placed at any of Schenker's locations in California by PrimeSkill. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below. Class Members who do not opt out of the Settlement are known as "Settlement Class Members."

Defendants have agreed to pay \$4,000,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel's attorneys' fees and costs, settlement administration costs, payment to the Labor & Workforce Development Agency ("LWDA"), and the Class Representatives' enhancement payments.

The following deductions from the Gross Settlement Amount will be requested by Plaintiffs:

Attorneys' Fees and Costs to Class Counsel. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as Attorneys' Fees and Costs, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for Attorneys' Fees and Costs consisting of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$1,400,000.00), as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization and reimbursement of litigation costs and expenses of up to \$125,000.00 (collectively, the "Attorneys' Fees and Costs").

Administration Costs to Settlement Administrator. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties have allocated up to \$35,000.00 from the Gross Settlement Amount to pay the settlement administration costs (the "Administration Costs").

Enhancement Awards to Class Representatives. Class Counsel will ask the Court to award \$7,500.00 each to Plaintiffs Ramos, Parker, and Estes, and awards in the amount of \$5,000.00 each to Plaintiffs Fernandez, Juarez, McCorkle, Ramirez, and Baugh totaling \$47,500.00 to compensate them for their services and extra work provided on behalf of the Class (the "Enhancement Awards").

LWDA Payment to Labor Workforce Development Agency. The Parties have agreed to allocate \$200,000.00 towards the Settlement of the PAGA claims in the Action (the "PAGA Payment"). Pursuant to California Labor Code, 75% of the PAGA Payment (i.e., \$150,000.00) will be paid to the State of California Labor & Workforce Development Agency and the remaining 25% (i.e., \$50,000.00) will be included in the Net Settlement Amount and be distributed to Settlement Class Members as described below.

Calculation of Settlement Class Members' Individual Settlement Shares. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed on a *pro rata* basis to all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement ("Settlement Class Members"). The Net Settlement Amount is estimated at approximately \$2,242,500.00, and will be allocated to all Settlement Class Members in accordance with the following formula:

- The Settlement Administrator will determine each Class Member's number of calendar days of employment during the Class Period by using the start and end dates of their employment and dividing by seven and then discounting the number by 3.85% to arrive at his or her number of "Workweeks."
- The sum of all Settlement Class Members' individual Workweeks will be the "Total Workweeks."
- The Net Settlement Amount will be divided by the Total Workweeks will be the "Workweek Value."
- Each Settlement Class Member's Individual Settlement Share will be determined by multiplying his or her individual Workweeks by the Workweek Value.
- The net payment of Individual Settlement Shares after reduction for employee and employer's share of taxes due on the wages portion is referred to as "Individual Settlement Payments."

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payment checks will be mailed to all Settlement Class Members. Individual Settlement Payment checks will be valid for 180 days from issuance. The funds associated with any checks that are not cashed within the 180-day period will be transmitted to the *cy pres* recipient, Legal Aid at Work.

Allocation and Taxes. For tax purposes, each Individual Settlement Share shall be treated as follows: 20% as "wages," for which an IRS Form W-2 will be issued; and 80% as "penalties" and "interest" for which an IRS Form 1099 will be issued. Settlement Class Members will be issued their Individual Settlement Shares after reduction of required employee-side and employer-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Shares. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court finally approves the Settlement, as of the Effective Date, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released Claims.

"Released Claims" means any and all claims, demands, rights, liabilities and causes of action that were or could have been pleaded (whether in tort, contract or otherwise) under local, state, or federal law, including and not limited to all applicable Industrial Welfare Commission Wage Orders and the California Labor Code, arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failure to act pleaded in the operative complaints in the Lawsuits, arising during the Class Period against Released Parties, including but not limited to claims related to the failure to pay overtime wages (including California Labor Code sections 510, 558, 1198), failure to pay minimum wages (including California Labor Code sections 1194, 1194.2, and 1197), failure to pay sick time at the legal pay rate (including California Labor Code sections 246 (a), (b), (l)), failure to provide compliant meal periods and/or associated premium pay (including California Labor Code sections 226.7, 512), failure to provide compliant rest periods and/or associated premium pay (including California Labor Code section 226.7), failure to provide accurate wage statements (including California Labor Code sections 226), failure to

timely pay wages upon termination of employment (including California Labor Code sections 201-203), failure to timely pay wages during employment (including California Labor Code section 204), failure to maintain requisite payroll records (including California Labor Code sections 226(c), (f), & (g), 1174, & 1175), unreimbursed business expenses (including Labor Code sections 2800, 2802), failure to provide one day of rest (including California Labor Code sections 551 & 552); unfair or unlawful business practices in violation of California Business and Professions Code section 17200 and following sections, based on the allegations in the operative complaints in the Lawsuits, all claims and civil penalties pursuant to California Labor Code section 2698 and following sections (“PAGA”) limited to those claims for civil penalties described in the PAGA notices Plaintiffs submitted to the Labor and Workforce Development Agency, and only to the extent such claims are alleged in the First Amended Class Action and PAGA Complaint, any federal claims or remedies under the Fair Labor Standards Act, 29 U.S.C. section 201 and following sections, to the extent they are predicated on the allegations in the operative complaints in the Lawsuits, and any other possible claims, demands, rights, liabilities and causes of action that could have been pleaded in the operative complaints in the Lawsuits, and any other such claim. A Class Member’s act of negotiating the Individual Settlement Payment check shall operate as, and be deemed to express, the Class Member’s intent to opt in, join, settle, and fully release and discharge all of the Released Claims, including any claims the Class Member may have under the Fair Labor Standards Act, 29 U.S.C. section 201 and following sections.

“Released Parties” means Defendants Schenker, Inc., PrimeSkill Staffing Services, Inc., and their officers, directors, employees, and agents, and each of them.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment. The Court has preliminarily determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

How to View the Settlement. The Settlement, entitled “Class Action and PAGA Settlement Agreement and Stipulation,” was filed as Exhibit A to the Declaration of Mehrdad Bokhour in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and can be viewed in the Court’s docket, available at <https://epublic-access.riverside.courts.ca.gov/public-portal/> and by searching for case number RIC1818680. Should you wish to visit the courthouse in person, the Riverside County Superior Court Historic Courthouse is located at 4050 Main Street, Riverside, California 92501.

5. How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of Workweeks you worked during the Class Period. You also will be bound by the Settlement, including the release of Released Claims stated above.

6. What other options do I have?

Dispute Information Used to Calculate Your Individual Settlement Share. Your payment is based on the proportionate number of Workweeks attributed to you. The information contained in Defendants’ records regarding the number of workweeks you worked during the Class Period, along with your estimated Individual Settlement Share, is listed below. If you disagree with the information below, you may submit a written dispute (“Workweek Dispute”), along with any supporting documentation to the Settlement Administrator, ILYM Group, Inc. at <<SETTLEMENT ADMINISTRATOR CONTACT INFO>>.

A complete and timely Workweek Dispute must be mailed to the Settlement Administrator to the address listed above and postmarked on or before [the Response Deadline] and must: (1) be signed by the Class Member; (2) contain the case name and number of the Action (*Enrique Juarez v. Schenker Inc.*, Riverside County Superior Court Case No. RIC1818680); (3) contain the Class Member’s full name, telephone number, mailing address, and e-mail address; (4) clearly state the number of Workweeks attributed to the Class Member in this Notice is incorrect and clearly state the number of Workweeks that the Class Member contends is correct; and (5) provide facts and/or documents supporting the number of Workweeks the Class Member contends is correct. **DO NOT SEND ORIGINALS;**

DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Settlement Administrator will evaluate the evidence submitted and discuss with the Parties in good faith how to resolve any Workweek Disputes submitted by Class Members. The Settlement Administrator's decision regarding any Workweek Dispute will be final.

According to Defendants' records, you worked [redacted] Workweeks from [redacted] to [redacted]. Based on this information, your estimated Individual Settlement Share is estimated at \$ [redacted].

Exclude Yourself from the Settlement. If you do not wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written request to be excluded ("Request for Exclusion"). A complete and timely Request for Exclusion must be mailed to the Settlement Administrator to the address listed below and postmarked on or before [the Response Deadline] and must: (1) be signed the Class Member; (2) contain the case name and number of the Action (*Enrique Juarez v. Schenker Inc.*, Riverside County Superior Court Case No. RIC1818680); (3) contain the Class Member's full name, telephone number, and mailing address; and (4) clearly states that the Class Member wants to opt out of the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT SETTLEMENT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement if you are a Settlement Class Member. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection ("Objection") to the Settlement Administrator at <<INSERT SETTLEMENT ADMINISTRATOR CONTACT INFO>>. A complete and timely Objection must be mailed to the Settlement Administrator at the address listed above and postmarked on or before [the Response Deadline] and must: (1) be signed by the Class Member; (2) contain the case name and number of the Action (*Enrique Juarez v. Schenker Inc.*, Riverside County Superior Court Case No. RIC1818680); (3) contain the Class Member's full name, telephone number, and mailing address; (4) clearly state the factual and legal basis for objecting to the Settlement; (5) indicate whether the Class Member is represented by counsel and identify said counsel; and (6) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing.

All Objections and correspondence must be sent directly to the Settlement Administrator, please do not send Objections or correspondence to the Court. Any Objections will be provided to the Court by Plaintiffs in connection with the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department [insert] of the Riverside County Superior Court Historic Courthouse located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the Action, which is *Enrique Juarez v. Schenker Inc.*, Riverside County Superior Court Case No. RIC1818680.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

7. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department [insert] of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. The Court will also be asked to rule on Plaintiffs' request for Attorneys' Fees and Costs to Class Counsel and the Enhancement Awards to Class Representatives. The Final

Approval Hearing may be postponed without further notice to Class Members. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

8. *How can I get additional information?*

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE TO THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

9. *REMINDER AS TO TIME LIMITS*

The deadline for submitting any Workweek Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

ENRIQUE JUAREZ v. SCHENKER, INC., ET AL.

Superior Court of California, County of Riverside

Case No. RIC1818680

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the wage claims listed in the class action settlement. However, even if you are excluded from the class claims you will not be excluded from any PAGA settlement portion of the agreement.
OBJECT	If you so choose, you may object to this settlement and appear in person at the Final Approval Hearing (or object and not appear).

I declare as follows:

I am or was a Schenker, Inc. hourly paid or non-exempt employee who worked at any of Defendant Schenker, Inc.'s ("Schenker") locations in California at any time during the time period of May 30, 2014, through October 7, 2019 ("Class Period"), whether hired directly by Schenker or placed at any of Schenker's locations in California by Defendant PrimeSkill Staffing Services, Inc. ("PrimeSkill"). I have received and reviewed the Notice of Pendency of Class Action and Proposed Settlement, and I wish to be **excluded** from the Settlement Class and **not** to participate in the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX - XX - _____
(Social Security Number - last 4 digits only)

This form must be mailed or faxed to the Settlement Administrator on or before _____, 2021:

Schenker, Inc. Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]

[TELEPHONE]

[FAX]

EXHIBIT 3

OBJECTION FORM

ENRIQUE JUAREZ v. SCHENKER, INC., ET AL.

Superior Court of California, County of Riverside
Case No. RIC1818680

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the wage claims listed in the class action settlement. However, even if you are excluded from the class claims you will not be excluded from any PAGA settlement portion of the agreement.
OBJECT	If you so choose, you may object to this settlement and appear in person at the Final Approval Hearing (or object and not appear).

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before , 2021 as follows:

Settlement Administrator:
Schenker, Inc. Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]
[TELEPHONE]
[FAX]

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX - XX - _____
(Social Security Number - last 4 digits only)

Please indicate whether you plan to appear at the Final Approval Hearing:

I intend to appear at the Final Approval Hearing and will seek to be heard at the hearing.

I do not intend to appear at the Final Approval Hearing; my written objection above (or on the attached papers) may be reviewed by the Court without me being present.