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6 Attorneys for Defendant
SCHUMACHER CARGO LOGISTICS, INC.
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
11 **CENTRAL DISTRICT - SPRING STREET COURTHOUSE**

12 JAIME BARAJAS, as an individual and on
behalf of all others similarly situated,

13 Plaintiff,
14

15 vs.

16 SCHUMACHER CARGO LOGISTICS, INC., a
California Corporation; and DOES 1 through
100, inclusive,
17

Defendants.
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CASE NO: 21STCV04851

*[Assigned for All Purposes to Hon. Amy D.
Hogue, SSC-7]*

**DECLARATION OF STANTON IBARA IN
SUPPORT OF MOTION FOR APPROVAL
OF CLASS ACTION SETTLEMENT**

1 I, Stanton Ibara, declare:

2 1. I am over the age of eighteen and not a party to this action. The facts set forth
3 below are known to me of my personal knowledge and if called upon, I could and would testify
4 competently thereto.

5 2. I am Chief Financial Officer of Schumacher Cargo Logistics, Inc. ("Schumacher").
6 In connection therewith, I am responsible for managing the company's accounting and finances
7 and for overseeing its payroll.

8 3. Schumacher Cargo Logistics is a shipping and logistics company that specializes in
9 international shipping and overseas relocation for companies and individuals. We move household
10 goods and general cargo as well as automobiles, motorcycles, and boats via overseas shipping
11 containers. Schumacher provides a full range of international container shipping and ocean freight
12 services and traditionally has shipped goods and vehicles to hundreds of destinations around the
13 world.

14 4. In connection with the settlement of this action, I reviewed Schumacher's payroll
15 and employment records to determine the number of employees included in Plaintiff's proposed
16 class. Based on a thorough review of the records, I determined that, as of January 31, 2022, there
17 were a total of sixty-four (64) individuals who were (or are) employed as warehouse employees
18 from February 5, 2017 through January 31, 2022. Of that number, forty-eight (48) work or worked
19 at our Gardena location and sixteen (16) work or worked at our Hayward location, which opened
20 in April 2021.

21 5. I also reviewed the number of workweeks during the proposed class period of
22 February 5, 2017 to January 31, 2022. Based on my review of payroll records, there were a
23 combined total of 6,773 workweeks that the potential class members worked from February 5,
24 2017 to January 31, 2022. Of that number, warehouse employees worked a combined total of
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1 6,391 workweeks at Schumacher's Gardena location and warehouse employees at Schumacher's
2 Hayward location worked a combined total of 382 workweeks.

3 6. Pursuant to the terms of the settlement worked out between the parties in
4 mediation, Schumacher will pay the settlement amount of \$500,000.00 in two installment
5 payments, the first installment of \$250,000.00 within ten (10) days of final court approval of the
6 settlement, and the second installment of \$250,000.00 no later than six months after the first
7 installment payment is made. Payment of the full settlement amount in two installments is
8 necessary because of the following:
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- 10 a. Due to the global pandemic, the past 24 months have been a period of
11 unprecedented turmoil in the shipping and logistics business. Much of our business
12 was essentially shut down during the pandemic, given the fact that people were
13 ordered to stay at home and most commercial flights to foreign locations were
14 completely shut down. As a result, our company experienced financial setbacks.
15
16 b. The more recent delays in global shipping routes have also had a negative impact
17 on our business. Moreover, along with the disruptions and delays everyone has
18 been reading about, certain of our costs (including the recent dramatic rise in the
19 cost of fuel) have increased dramatically, sometimes double, or more. While we
20 pass as much of these costs on to our customers as possible, the effects on our
21 profitability and cash flow have been quite dramatic in a negative way.
22
23 c. A large portion of our business is based in Europe. Most recently, Russia's
24 unprovoked invasion of Ukraine has created further instability worldwide and more
25 directly in Europe, including a weakening of the Euro. This is already having a
26 negative impact on certain segments of our business. Given the continued
27 instability of the region, and that we cannot realistically predict when it will end,
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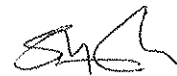
1 we anticipate that these global events will continue to have a negative impact on
2 our business and finances for the foreseeable future.

3 7. Finally, seasonally, winter and spring is always our slowest time of year, and a time
4 of actual negative cash flow. We typically rebuild operating cash over the summer season when
5 more people relocate. With the world hopefully returning to some normalcy from the pandemic,
6 we hope to grow back some of our business this summer, but do not anticipate we will make a full
7 recovery for quite some time.

8
9 8. The reasons stated above are what necessitated Schumacher seeking to have the
10 payment of the settlement in two installments, in order not to cause additional considerable
11 financial strain at a time of unprecedented financial stress and upheaval for the company.

12 I declare under penalty of perjury under the laws of the state of California that the foregoing is
13 true and correct.

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15 Executed this 19th day of April 2022 at Gardena, California

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19 _____
20 Stanton Ibara
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