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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

SCHUMACHER CARGO LOGISTICS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 21STCV04851

*[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SSC-7]*

[PROPOSED] FINAL JUDGMENT

Date: March 10, 2023
Time: 10:00 a.m.
Dept.: SSC-7

Action Filed: February 5, 2021
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 10, 2023, pursuant
2 to California Rule of Court 3.769 and this Court’s August 19, 2022 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Amended Stipulation of Settlement (referred to hereinafter as “Settlement” or
5 “Settlement Agreement”)¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt warehouse employees of Defendant
11 Schumacher Cargo Logistics, Inc. who worked for Defendant Schumacher
12 Cargo Logistics, Inc. in California at any time from February 5, 2017
through August 19, 2022.

13 2. Plaintiff Jaime Barajas is hereby confirmed as Class Representative, and Scott M.
14 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on August 19, 2022, and the notice
18 process has been completed in conformity with the Court’s Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Notice of Class Settlement
20 and Fairness Hearing provided due and adequate notice of the proceedings and matters set forth
21 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
22 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, no
24 Settlement class members have opted out of the Settlement, and that the 100% participation rate
25 in the Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

4 6. For purposes of settlement only, the Court finds that (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members individually is
6 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
7 is a well-defined community of interest among members of the Settlement Class with respect to
8 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
9 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
10 adequately protected the interests of the Settlement Class members; (e) a class action is superior
11 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
12 are qualified to serve as counsel for the Class Representative and the Settlement Class.

13 7. The Court orders that Defendant to deliver the Settlement Amount of \$500,000.00
14 to Simpluris, Inc., the Settlement Administrator, as provided for in the Settlement. Specifically,
15 Defendant is to deposit one-half of the Gross Settlement Amount (\$250,000.00) with Simpluris,
16 Inc. within ten (10) calendar days after the Effective Date. Defendant is to pay the remaining
17 half of the Gross Settlement (\$250,000.00) no later than six (6) months after the first payment is
18 made. The employer-side taxes to be paid by Defendant separate and apart from the Gross
19 Settlement Amount shall be deposited with the Settlement Administrator no later than five (5)
20 calendar days after the second and final payment is made by Defendant.

21 8. The Court finds that the settlement payments, as provided for in the Settlement,
22 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
23 individual payments in conformity with the terms of the Settlement.

24 9. The Court finds that an enhancement payment in the amount of \$5,000.00 for
25 Plaintiff Jaime Barajas is appropriate for his risks undertaken and service to the Settlement Class.
26 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
27 Administrator make this payment in conformity with the terms of the Settlement.
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1 10. The Court finds that attorneys’ fees in the amount of \$166,666.67, and actual
2 litigation costs of \$13,335.72 for Class Counsel, are fair, reasonable, and adequate, and orders
3 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
4 the terms of the Settlement.

5 11. The Court orders that the Settlement Administrator shall be paid \$3,500.00 from
6 the Settlement Amount for all of its work done and to be done until the completion of this matter,
7 and finds that sum appropriate.

8 12. The Court finds that the payment to the California Labor & Workforce
9 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of
10 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
11 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
12 this payment to the LWDA in conformity with the terms of the Settlement.

13 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
14 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
15 separately, and in addition to, the Class Settlement Amount.

16 14. The Court finds and determines that upon satisfaction of all obligations under the
17 Settlement and this Order, all Settlement Class members, will be bound by the Settlement will
18 have released the Released Claims as set forth in the Settlement, and will be permanently barred
19 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

20 15. Upon the Date on which the full payment of the Gross Settlement Amount and
21 associated employer-side taxes are made by Defendant, by virtue of this Judgment, Plaintiff all
22 Class Members, shall waive, release, discharge Defendant, and all of its past and present officers,
23 directors, shareholders, managers, employees, agents, principals, heirs, representatives,
24 accountants, auditors, consultants, as well as its respective successors and predecessors in
25 interest, subsidiaries, affiliates, parents and attorneys (“Released Parties”) from all claims,
26 demands, rights, liabilities and causes of action that were pled in the operative Third Amended
27 Complaint in the Action, or which could have been pled in the Third Amended Complaint in
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1 the Action based on the factual allegations therein, that arose during the Class Period including,
2 but not limited to the following claims: (a) failure to pay all minimum wages owed; (b) failure
3 to pay all overtime wages owed; (c) failure to provide meal periods, or pay premium pay for
4 non-compliant meal periods; (d) failure to authorize and permit all rest periods, or pay premium
5 pay for non-compliant rest periods; (e) failure to pay all vacation wages; (f) failure to provide
6 accurate, itemized wage statements; (g) failure to pay all wages owed upon termination; and (h)
7 all claims for unfair business practices that could have been premised on the facts, claims, causes
8 of action or legal theories described above (“Released Claims”)

9 16. PAGA Employees, including Plaintiff, will release and forever discharge all
10 claims, demands, rights, liabilities and causes of action for penalties under California Labor Code
11 Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the
12 letters to the Labor & Workforce Development Agency (“LWDA”) dated February 5, 2021 and
13 December 23, 2021 and the operative Third Amended Complaint: (a) failure to pay all minimum
14 wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or
15 pay premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest
16 periods, or pay premium pay for non-compliant rest periods; (e) failure to pay all vacation wages;
17 (f) failure to provide accurate, itemized wage statements; (g) failure to pay all wages owed upon
18 termination (collectively, “PAGA Released Claims”). The PAGA Period and the time period of
19 the PAGA Released Claims is defined as the time period of February 5, 2020 through August
20 19, 2022.

21 In light of the Class Representative Service Award, Plaintiff agrees to release, in addition
22 to the Released Claims described above, all claims, whether known or unknown, under federal
23 law or state law against the Released Parties, including causes of action of every kind or nature
24 and description whatsoever, asserted or that might have been asserted prior to the date of the full
25 execution of this Agreement arising from his employment or the termination thereof, whether in
26 tort, contract, or for violation of any state or federal statute. Plaintiff understands that this release
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28

1 includes unknown claims, which includes waiving all rights and benefits afforded by Section
2 1542 of the California Civil Code, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
8 **DEBTOR OR RELEASED PARTY.**

9 17. The Releases identified herein shall be null and void if Defendant fails to fully fund
10 the settlement.

11 18. This document shall constitute a final judgment pursuant to California Rule of
12 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
13 approval hearing, the court must make and enter judgment. The judgment must include a
14 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
15 judgment. The court may not enter an order dismissing the action at the same time as, or after,
16 entry of judgment."

17 19. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
18 Order, and this Judgment.

19 **JUDGMENT IS SO ENTERED.**

20 Dated: _____, 2023

Honorable Lawrence P. Riff
Judge of the Superior Court