

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JAIME BARAJAS

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JAIME BARAJAS

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 Hon. Amy D. Hogue,
SSC-7]*

**DECLARATION OF PLAINTIFF JAIME
BARAJAS IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

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

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1 6. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on December 2, 2021 and throughout the settlement
4 process.

5 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
6 my former co-workers and current employees of Schumacher by helping them recover money owed to
7 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
8 would not have to take on. For example, I was a current employee at the time the lawsuit was filed and
9 faced the possibility of being retaliated against by Schumacher and/or its employees. I also knew that
10 there was a risk that I could be liable for Schumacher's costs if we lost the case. Even though I
11 understood that joining a lawsuit is a public record and could stigmatize me and may affect my future
12 employability, I accepted that burden for the benefit of other employees of Schumacher because I
13 wanted Schumacher to pay its current and former employees for all unpaid wages according to the law
14 and face consequences for not doing so.

15 8. I have been actively involved in this case since joining this lawsuit. Without revealing
16 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
17 numerous occasions. I estimate that I have spent approximately 10-12 hours meeting with my lawyers
18 concerning the case and my responsibilities as a class representative, which included, among other
19 things, gathering various employment and non-employment related documents for use in the lawsuit,
20 reviewing documents with my lawyers and answering their questions, answering follow up questions
21 and providing guidance regarding Schumacher's timekeeping and break schedules, and other policies
22 and procedures that Schumacher required me and the hourly employees to follow, and helping develop
23 a strategy as to what documents/information to obtain from Schumacher. In connection with the
24 settlement in this case, I spent over 1 hour reviewing the settlement agreement and discussing the
25 agreement and approval process with my attorneys. I made sure to ask my lawyers any questions I had
26 about the terms of the settlement agreement because I wanted to understand everything before I signed
27 it.

1 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
2 related to my employment with Schumacher that extends beyond the release of claims applicable to
3 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
4 known or unknown, under federal, state, or local law against Schumacher.

5 10. I believe my claims are typical of the members of the Class because they were required
6 to follow the same policies and procedures I was required to follow when I worked for Schumacher. I
7 believe Schumacher's policies and procedures were the same for all hourly warehouse employees in
8 California. Since the same policies and procedures applies to myself and the other hourly, non-exempt
9 warehouse employees, I believe they were not paid for all wages earned, did not receive all meal and
10 rest periods, did not receive accurate wage statements, and were not paid all wages owed upon
11 separation of employment (including vested vacation pay).

12 11. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
13 warehouse employees. I understand that as the proposed class representative, I am responsible for
14 representing the interests of all members of the class in litigation to recover money damages for the
15 Class and I consider the interests of the Class and put the interests of the Class before my own interests.

16 12. I understand that my attorneys will request that the Court award me Service Award of
17 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
18 contingent upon me supporting the proposed Settlement.

19 I have reviewed this written statement and fully understand all of its contents. I declare under
20 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

21 Executed on 03/28/2022 2022 at Compton, California.

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24 JAIME BARAJAS