

1 William L. Marder, Esq. (State Bar No. 170131)
bill@polarislawgroup.com
2 POLARIS LAW GROUP, LLP
501 San Benito St., Suite 200
3 Hollister, CA 95023
Telephone: (831) 531-4214
4 Facsimile: (831) 634-0333

5 Dennis S. Hyun, Esq. (State Bar No. 224240)
dhyun@hyunlegal.com
6 HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
7 Los Angeles, CA 90071
Telephone: (213) 488-6555
8 Facsimile: (213) 488-6554

9 Attorneys for Plaintiff
DWIGHT JENKINS and the Class

10 Drew R. Hansen, Esq. (State Bar No. 218382)
11 dhansen@nossaman.com
NOSSAMAN LLP
12 18101 Von Karman Avenue, Suite 1800
Irvine, California 92612
13 Telephone: (949) 477-7670
14 Facsimile: (949) 833-7878

15 Attorneys for Defendant
CARDINAL LOGISTICS MANAGEMENT CORP.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

18

COUNTY OF SACRAMENTO, GORDON D. SCHABER COURTHOUSE

19

20 DWIGHT JENKINS, as an individual and
on behalf of all others similarly situated,

21

Plaintiffs,

22

vs.

23

24 CARDINAL LOGISTICS
MANAGEMENT CORP., a North
Carolina corporation; and DOES 1 through
25 50, inclusive,

26

Defendants.

27

28

Case No. 34-2018-00238308

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Action Filed: August 7, 2018
Trial Date: None Set

1 Subject to the below terms and conditions and the approval of the Court, this Joint
2 Stipulation of Class Action Settlement and Release of Claims (the “Stipulation” or
3 “Settlement”) is made by and entered into between Plaintiff Dwight Jenkins (“Plaintiff” or
4 “Class Representative”), in his individual capacity and on behalf of the putative class as
5 defined below, and Defendant Cardinal Logistics Management Corp. (“Defendant”).
6 Plaintiff and Defendant are jointly referred to in this Stipulation as the “Parties.” This
7 Stipulation is subject to the approval of the Court and is made for the sole purpose of
8 consummating the settlement of this Action (defined below) on a class-wide basis subject
9 to the following terms and conditions. As detailed below, in the event the Court does not
10 enter an order granting final approval of the Settlement or the conditions precedent are not
11 met for any reason, this Stipulation shall be null and void and shall be of no force or effect
12 whatsoever in any proceeding of any kind.

13 **I. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

14 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and
15 among the proposed Class Representative Dwight Jenkins (for himself individually and on
16 behalf of all of the Participating Class Members), and Defendant Cardinal Logistics
17 Management Corp., with the assistance of their respective counsel, that, as among the
18 Settling Parties, the Action, the Plaintiff’s Released Claims, the Claims Released By
19 Participating Class Members, and Class Counsel’s Released Claims (as these capitalized
20 terms are defined herein) shall be finally and fully compromised, settled, and released, and
21 final judgment shall be entered in the Action, as to all Settling Parties (including the
22 Plaintiff and Participating Class Members), upon and subject to the terms and conditions of
23 this Stipulation.

24 **II. DEFINITIONS**

25 As used in this Stipulation, the following terms shall have the meanings specified
26 below. To the extent terms or phrases used in this Stipulation are not specifically defined
27 below, but are defined elsewhere in this Stipulation, they are incorporated by reference
28 into this definition section.

1 **A.** “Action” means the putative class action captioned *Dwight Jenkins v.*
2 *Cardinal Logistics Management Corp.*, and pending in the Superior Court of California for
3 the County of Sacramento, Case No. 34-2018-00238308.

4 **B.** “Settlement Administrator” means the third-party claims administration firm
5 jointly selected by the Parties and approved by the Court. The Parties currently intend to
6 use Phoenix Settlement Administrators as the Settlement Administrator.

7 **C.** “Claims” means all claims, causes of action, and forms of relief that have
8 been asserted, or that could have been asserted, based on, arising from, or relating to the
9 facts or allegations alleged in the Complaint (as defined below) in the Action, whether in
10 an individual, class, collective, or representative capacity, including, but not necessarily
11 limited to, all claims, causes of action, and relief alleged or that could have been alleged
12 based on or arising out of the facts or allegations set forth in the Complaint. The Claims
13 thus include, but are not limited to, all claims, causes of action, and associated relief
14 regarding wage statements, pay records, pay stubs, employment and personnel records,
15 penalties, statutory penalties, civil penalties, waiting time penalties, any other penalties,
16 damages, interest, injunctive and declaratory relief, and attorneys’ fees and costs, as well
17 as all claims based on or arising under Wage Order No. 9-2001(7) and/or California Labor
18 Code §§ 226, 226(a), 226.2, and 2698 *et seq.* (i.e., the California Private Attorneys General
19 Act of 2004 (“PAGA”)), and any other claims, causes of action, relief or remedies that
20 were asserted or that could have been asserted, based on, arising out of, or relating to the
21 facts and allegations actually pleaded in the Complaint. Without in any way limiting the
22 nature of the foregoing, the Claims include all claims not known or suspected to exist
23 against Defendant under state, federal or local wage and hour laws or regulations,
24 including all of the statutes, regulations, rules, and wage orders expressly referenced in the
25 Complaint along with any additional statutes, regulations, rules, and wage orders that
26 could have been asserted arising out of the facts and allegations actually pleaded in the
27 Complaint.

28 **D.** “Class” means all current and former truck drivers employed by Defendant

1 in the State of California during the Class Period (defined in Paragraph II.H below). The
2 Class thus includes employee truck drivers of any kind who worked for Defendant in the
3 State of California during the Class Period, including, but not limited to, drivers, truck
4 drivers, truck workers, industrial truck workers, industrial truck drivers, driver trainees,
5 student drivers, and/or any other similar job designation or description that involved
6 driving a truck for Defendant.

7 **E.** “Class Counsel” means the law firms of (i) Polaris Law Group, LLP, and
8 (ii) Hyun Legal, APC.

9 **F.** “Class Member” means a member of the Class, including Plaintiff and all
10 absent class members.

11 **G.** “Class Notice” means the notice of the settlement contemplated by this
12 Stipulation of the Fairness Hearing that is to be sent to Class Members after the Court
13 grants preliminary approval of the Settlement, substantially in the form attached to this
14 Stipulation as Exhibit A.

15 **H.** “Class Period” means the period of time beginning on and including
16 August 7, 2017 up through and including March 14, 2019.

17 **I.** “Class Representative” means Dwight Jenkins who is the named Plaintiff
18 and proposed Class Representative in this Action.

19 **J.** “Complaint” shall mean the Complaint filed in this Action on August 7,
20 2018.

21 **K.** “Counsel for Defendant” means the law firm of Nossaman LLP.

22 **L.** “Court” means the California Superior Court for the County of Sacramento.

23 **M.** “Day” or “days” means calendar days unless specifically stated otherwise in
24 this Stipulation.

25 **N.** “Defendant” shall mean Cardinal Logistics Management Corporation.

26 **O.** “Effective Date of the Settlement” shall be the date the Settlement is
27 considered Final. For purposes of the Settlement, “Final” means (i) in the event there are
28 no objectors to the Settlement, sixty-five (65) days after the Court issues an order finally

1 approving the Settlement; or, (ii) in the event that one or more timely objections has/have
2 been filed and not withdrawn, then upon the passage of the applicable date for an objector
3 to seek appellate review of the Superior Court’s order of final approval of the Settlement,
4 without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the
5 Court’s order of final approval has been filed, then when the applicable court has rendered
6 a final decision or opinion affirming the Court’s final approval without material
7 modification, and the applicable date for seeking further appellate review has passed, or
8 the date that any such Appeal has been either dismissed with prejudice or withdrawn by
9 the appellant.

10 **P.** “Election Not to Participate in Settlement” means the written and signed
11 request by a Class Member through which a Class Member may elect to exclude himself or
12 herself from the Settlement.

13 **Q.** “Fairness Hearing” means the hearing to be scheduled by the Court to
14 consider the Plaintiff’s motion for entry of the Final Approval Order, Plaintiff’s motion for
15 the Plaintiff’s Service Payment, Class Counsel’s motion for attorneys’ fees and costs, and
16 any timely-filed objections by Participating Class Members to any of the foregoing.

17 **R.** “Final Approval Order” means the Court’s order granting final approval of
18 the Settlement substantially in the form attached to this Stipulation as Exhibit C.

19 **S.** “Notice Materials” means the Class Notice substantially in the form attached
20 to this Stipulation as Exhibit A.

21 **T.** “Participating Class Member” means a Class Member who does not timely
22 submit a valid Election Not to Participate in Settlement.

23 **U.** “Parties” shall mean Plaintiff and Defendant.

24 **V.** “Plaintiff” means Dwight Jenkins, who is the named Plaintiff in the Action
25 and the proposed Class Representative.

26 **W.** “Plaintiff’s Service Payment” means the service payment to be requested
27 from the Court and, if awarded, paid to the Plaintiff out of the QSF (defined in
28 Paragraph II.Z below) as compensation for his service to the Class, the risks incurred and

1 his execution of a general release.

2 **X.** “Preliminary Approval Date” means the date on which the Court enters the
3 Preliminary Approval Order.

4 **Y.** “Preliminary Approval Order” means the Court’s order granting preliminary
5 approval of the Settlement, ordering the mailing of the Notice Materials and scheduling the
6 Fairness Hearing, substantially in the form attached to this Stipulation as Exhibit B.

7 **Z.** “Qualified Settlement Fund” or “QSF” means the qualified settlement fund
8 set up by the Settlement Administrator for the Settlement Payment. Defendant will fund
9 the QSF as described in Section XVIII below.

10 **AA.** “Claims Released By Participating Class Members” shall mean the Claims
11 and all rights under the California Civil Code § 1542 (“Section 1542”) related to those
12 Claims up through the end of the Class Period, as discussed in more detail in
13 Section XXI.B below.

14 **BB.** “Released Parties” shall mean Defendant Cardinal Logistics Management
15 Corp. and its parent companies, subsidiaries, divisions and other affiliated or related
16 entities, past and present, as well as their employees, officers, directors, agents,
17 representatives, attorneys, insurers, partners, owners, shareholders, representatives, joint
18 venturers, and successors and assigns of each.

19 **CC.** “Settlement” shall mean the Settlement between the Parties, which is
20 memorialized in this Stipulation.

21 **DD.** “Settlement Payment” means the all-in non-reversionary payment by
22 Defendant of Three Hundred Thousand Dollars and No Cents (\$300,000.00) to fund the
23 QSF pursuant to this Stipulation. The Settlement Payment will be the sole source and total
24 payment by Defendant, under this Stipulation, to resolve all Claims occurring during the
25 Class Period, including employee tax withholdings and the employer’s share of payroll
26 taxes (in the event that any part of the Participating Class Member settlement payments
27 are deemed wages). This is not a “claims made” or “reversionary” Settlement, meaning no
28 amount of the QSF shall revert to Defendant for any reason so long as the Settlement is

1 approved and it becomes Final. In addition, Participating Class Members will not need to
2 submit a claim form to recover under this Settlement. The QSF shall include all payments
3 involved in effectuating the Settlement, including but not limited to: any Service Payment
4 awarded by the Court to the Class Representative, all attorneys' fees, costs and expenses of
5 Class Counsel awarded by the Court, including all such fees and costs incurred in
6 documenting the Settlement, and obtaining final judgment in the Action; all employee and
7 employer tax withholdings (in the event that any part of the Participating Class Member
8 settlement payments are deemed wages); all payments allocated to the Labor & Workforce
9 Development Agency ("LWDA") in connection with the PAGA claim alleged in the
10 Complaint; and all costs of settlement administration, in the amounts approved by the
11 Court. The amount of the QSF remaining after the amounts of the payments specifically
12 identified in the preceding sentence are made is the "Net QSF" and shall be used to make
13 all payments to Participating Class Members.

14 **EE.** "Settlement Share" means each Participating Class Member's allocated share
15 of the Net QSF as described in Section XIX below.

16 **FF.** "Settling Parties" means the Released Parties (as defined above in
17 Section II.BB) and the Class Representative on behalf of himself and all other Participating
18 Class Members.

19 **GG.** "Stipulation" shall mean this Joint Stipulation of Class Action Settlement
20 and Release of Claims, including Exhibits A, B, and C.

21 **III. RECITALS**

22 **A.** Plaintiff Dwight Jenkins worked as a truck driver for Defendant in California
23 from on or about January 20, 2017 through March 23, 2018. Plaintiff alleges that
24 Defendant failed to keep accurate records and failed to provide accurate itemized wage
25 statements identifying all required information. Plaintiff alleges, among other things, that
26 Defendant issued wage statements that failed to include the inclusive dates of the period
27 for which employees were being paid, overtime rates and hours, total hours worked, total
28 hours of compensable rest and recovery periods, rate of compensation, and gross wages

1 paid during the pay period, etc. On August 7, 2018, Plaintiff filed a lawsuit in the Superior
2 Court of the State of California, County of Sacramento on behalf of himself and a putative
3 class. The alleged Class consists of all individuals who are or were previously employed
4 by Defendant as truck driver employees during the Class Period. The Complaint seeks,
5 *inter alia*, damages and/or penalties pursuant to California Labor Code §§ 226, 226(a),
6 226.2, and 2698 *et seq.* (i.e., PAGA), costs, and attorneys' fees, etc. Defendant vigorously
7 denies and continues to deny all of the material allegations asserted in the Action, and
8 denies that it has violated any wage and hour law, statute, or wage order, or any other law
9 or obligation of any kind to Plaintiff or any of the Class Members.

10 **B.** Throughout the course of this Action, the Parties have engaged in formal and
11 informal settlement discussions. On December 13, 2018, the Parties participated in a
12 good-faith, arms-length mediation presided over by Steven G. Pearl. Mediator Pearl
13 negotiated with the Parties over the entire day, and the Parties reached a settlement after
14 Mediator Pearl made a mediator's proposal, the principal terms of which were
15 memorialized by the Parties in a binding Memorandum of Understanding agreed to on
16 December 14, 2018. Based on those negotiations and arms-length settlement discussions
17 between the Parties, the Parties agreed to settle the Action on the terms and conditions set
18 forth in this Stipulation.

19 **C.** In the course of litigating the Action, Defendant provided wage statements
20 and employment data and other pertinent information regarding the Class Members to
21 Plaintiff and Class Counsel.

22 **D.** Based on that data, and their own independent investigation and evaluation,
23 Class Counsel has thoroughly analyzed the value of the Class Members' alleged claims
24 during the prosecution of this Action. This discovery, investigation, and prosecution has
25 included, among other things: (a) multiple conferences with Plaintiff's counsel;
26 (b) inspection and analysis of the documents and materials produced by Defendant;
27 (c) analysis of the various legal positions taken and defenses raised by Defendant;
28 (d) investigation into the viability of class treatment of the claims asserted in the Action;

1 (e) analysis of potential class-wide damages; (f) research of the applicable law with respect
2 to the claims asserted in the Complaint and the defenses thereto; (g) the exchange of
3 information through informal discovery; and (h) assembling data for calculating damages,
4 including retaining an expert for this calculation.

5 **E.** The informal discovery conducted in this matter, as well as discussions
6 between counsel, have been adequate to give the Class Representative and Class Counsel a
7 sound understanding of the merits of and challenges associated with Plaintiff's position
8 and to evaluate the worth of the claims of the Class Members in light of Defendant's many
9 defenses to them. The information exchanged by the Parties through informal discovery
10 and mediation are sufficient to reliably assess the merits of the respective Parties' positions
11 and to compromise the issues on a fair and equitable basis. As a result, the Parties hereto
12 agree and represent to the Court that the Settlement is fair and reasonable.

13 **F.** The Class Representative and Class Counsel believe that the claims, causes
14 of action, allegations and contentions asserted in the Action have merit. However, the
15 Class Representative and Class Counsel recognize and acknowledge the many risks,
16 expense and delay of continued lengthy proceedings necessary to prosecute the Action
17 against Defendant through trial and through appeals. Class Counsel has taken into account
18 the uncertain outcome and the risk of any litigation, the risk of continued litigation in
19 complex actions such as this, as well as the difficulties and delays inherent in such
20 litigation, and the potential difficulty of maintaining the Action as a class action and
21 possibility that the claims could be dismissed as a matter of law. Class Counsel is mindful
22 of the inherent problems of proof under, and possible defenses to, the claims alleged in the
23 Action. Class Counsel believes that the Settlement set forth in this Stipulation confers
24 substantial benefits upon Plaintiff and the Participating Class Members and that an
25 independent review of this Stipulation by the Court in the approval process will confirm
26 this conclusion. Based on their own independent investigation and evaluation, Class
27 Counsel have determined that the Settlement set forth in the Stipulation is in the best
28 interests of the Class Representative and the Class Members.

1 **G.** Defendant has denied and continues to deny each and all of the claims and
2 contentions alleged by Plaintiff and all putative class members in the Action. Defendant
3 has expressly denied and continues to deny all charges of wrongdoing or liability against it
4 arising out of any of the conduct, statements, acts or omissions alleged, or that could have
5 been alleged, in the Action. Defendant contends that it complied in good faith with all of
6 California’s wage and hour employment laws. Defendant further denies that, for any
7 purpose other than settling this Action, the claims alleged in the Complaint are appropriate
8 for class, collective, or representative action treatment of any kind. Nonetheless,
9 Defendant has concluded that further litigation of the Action could be protracted and
10 expensive and that it is desirable for economic reasons that the Action be fully and finally
11 settled in the manner and upon the terms and conditions set forth in this Stipulation in
12 order to limit further expense, inconvenience and distraction, to dispose of burdensome
13 and possibly protracted litigation, and to permit the operation of Defendant’s business
14 without further expensive litigation and the distraction and diversion of its personnel with
15 respect to matters at issue in the Action. Defendant has also taken into account the
16 uncertainty and risks inherent in any litigation, especially in complex cases such as the
17 Action. Defendant has, therefore, determined that it is desirable and beneficial to it that
18 the Action be settled in the manner and upon the terms and conditions set forth in this
19 Stipulation. The Parties have agreed to the terms set forth herein without in any way
20 acknowledging fault or liability on behalf of Defendant. Therefore, nothing in this
21 Settlement Agreement shall be deemed or used as an admission of liability, fault or
22 wrongdoing by Defendant or as an admission that a class, representative, or collective
23 action should be certified or allowed to go forward, and shall not be used for any purpose
24 other than for settlement purposes and to enforce its terms.

25 **H.** The Settlement set forth herein intends to achieve the following: (a) entry of
26 an order approving the Settlement and granting the monetary and other relief set forth in
27 this Stipulation to the Plaintiff and Participating Class Members; (b) entry of judgment in
28 the Action; and (c) the release and discharge of Defendant and all other Released Parties,

1 and each of them, from liability for any and all of the released Claims as set forth in more
2 detail in Section XXI below.

3 **I.** Class Counsel and Plaintiff are of the opinion that the Stipulation is fair,
4 reasonable, and adequate and is in the best interest of the Class in light of, among other
5 things, all known facts and circumstances, including the risk of significant delay, the size
6 of the class, the substantial monetary benefits provided by the Settlement to Plaintiff and
7 the Participating Class Members, the defenses asserted by Defendant as to both class
8 action certification, the manageability of a representative action, and the merits of the
9 claims, and potential appellate issues.

10 **J.** It is therefore the mutual desire of the Parties to fully, finally, and forever
11 settle, compromise, and discharge all disputes and claims raised in the Action or that could
12 have been asserted in the Action as more fully set forth herein. In order to achieve a full
13 and complete release for the Released Parties, the Participating Class Members, by and
14 through the Class Representative, acknowledge that this Stipulation is intended to include
15 and resolve all Claims that were pled in the Action as well as those Claims that could have
16 been pled in the Action based upon, arising out of, or relating to the factual allegations in
17 the Complaint, and as more fully set forth in Section XXI below.

18 **K.** This Stipulation represents a compromise of highly disputed claims.
19 Nothing in this Stipulation is intended to, or may be construed as, an admission by
20 Defendant or any of the other Released Parties that the claims in the Action have merit or
21 that any of them has any liability to Plaintiff or any Class Member on those claims or any
22 other claim, which Defendant and the Released Parties adamantly deny. By entering into
23 this Settlement, Defendant and the Released Parties make no admission that they have
24 engaged, or are now engaging, in any unlawful conduct. The Parties understand and
25 acknowledge that this Stipulation is not an admission of liability and shall not be used or
26 construed as such in any legal or administrative proceeding of any kind. This Stipulation
27 shall further never be treated as an admission of liability by Defendant or any Released
28 Party for any purpose whatsoever.

1 **IV. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF**
2 **CLASS COUNSEL AND CLASS REPRESENTATIVE**

3 **A.** For purposes of this Stipulation and subject to the Court's approval, the
4 Parties hereby stipulate that a Class defined as all current and former truck drivers
5 employed by Defendant in the State of California during the Class Period may be
6 conditionally certified for settlement purposes only. If the Court grants preliminary
7 approval of this Settlement, Defendant will prepare and provide the Class Data to the
8 Settlement Administrator within twenty (20) days from the Preliminary Approval Date as
9 described in Section XI below.

10 **B.** For purposes of this Stipulation and subject to the Court's approval, the
11 Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class and
12 the effectuation of the Settlement pursuant to this Stipulation.

13 **C.** For purposes of this Stipulation and subject to the Court's approval, the
14 Parties hereby stipulate, for settlement purposes only, to the appointment of Plaintiff as the
15 Class Representative for the Class.

16 **V. SETTLEMENT CONSIDERATION**

17 **A.** The Settlement Payment made by Defendant shall constitute adequate
18 consideration for the Settlement and will be made in full and final settlement of: (a) all
19 Claims released by Plaintiff and the Participating Class Members as described herein;
20 (b) Class Counsel's claims for attorney fees and expenses; (c) the Settlement
21 Administrator's expenses; (d) the LWDA payment; and, (e) any other obligation of
22 Defendant under this Stipulation.

23 **B.** Each Participating Class Member, including Plaintiff, shall receive a
24 payment based on a formula calculated in accordance with Section XIX below.

25 **C.** The Parties understand and agree for settlement purposes only that, because
26 the claims asserted in the Complaint are for penalties, costs, and/or interest, the Settlement
27 Shares will be characterized as 100% non-taxable 1099 income. In the event any portion
28 of the Settlement Shares are ever deemed or construed as wages, Defendant shall not be

1 separately responsible for any employer or employee payroll tax payments on any portion
2 of the Settlement Payment.

3 **D.** Neither the Settlement nor any amounts paid under it will modify any
4 previously credited hours, days, or weeks of service under any employee benefit plan,
5 policy or bonus program sponsored by Defendant. Such amounts will not form the basis
6 for additional contributions to, benefits under, or any other monetary entitlement under
7 Defendant’s sponsored benefit plans, policies or bonus programs. The payments made
8 under the terms of this Stipulation shall not be applied retroactively, currently, or on a
9 going forward basis, as salary, earnings, wages, or any other form of compensation for the
10 purposes of any of Defendant’s benefit plan, policy or bonus program. Defendant retains
11 the right to modify the language of its benefits plans, policies and bonus programs to effect
12 this intent and to make clear that any amounts paid pursuant to this Stipulation are not for
13 “weeks worked,” “weeks paid,” “weeks of service,” or any similar measuring term as
14 defined by applicable plans, policies and bonus programs for purpose of eligibility,
15 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits
16 are not required by this Stipulation. Defendant does not consider the Settlement payments
17 “compensation” for purposes of determining eligibility for, or benefit accrual within, any
18 benefit plans, policies, or bonus programs, or any other plan sponsored by Defendant.

19 **VI. ATTORNEY FEES, COSTS, AND EXPENSES OF CLASS COUNSEL;**
20 **PLAINTIFF’S SERVICE PAYMENT**

21 As part of the motion for preliminary and final approval of the Settlement, Plaintiff
22 and Class Counsel may submit an application for an award of attorney fees in an amount
23 not to exceed One Hundred Thousand Dollars (\$100,000.00), which is one-third of the
24 QSF, to be heard by the Court at the Fairness Hearing. Plaintiff and Class Counsel may
25 also submit an application for an award of litigation costs and expenses not to exceed
26 Twenty Thousand Dollars (\$20,000.00) as per Class Counsel’s billing statement, and for
27 Plaintiff’s Service Payment not to exceed Five Thousand Dollars (\$5,000.00) for the Class
28 Representative, which shall all be paid out of the Settlement Payment. Plaintiff and Class

1 Counsel shall further indicate in the motion for preliminary and final approval of the
2 Settlement that Twenty Five Thousand Dollars (\$25,000.00) of the QSF has been allocated
3 to alleged PAGA penalties. This means that so long as the Settlement is approved, there
4 will be a payment to the LWDA in the amount of Eighteen Thousand Seven Hundred Fifty
5 dollars (\$18,750.00) for the LWDA's 75% share of Participating Class Members' PAGA
6 penalty claims, with the remaining 25% (i.e., Six Thousand Two Hundred Fifty Dollars
7 (\$6,250.00)) to be paid out as part of the Net QSF and apportioned among Participating
8 Class Members.

9 As a condition of this Settlement, Class Counsel have agreed to pursue their fees,
10 costs, and expenses only in the manner reflected by this Stipulation, and Defendant agrees
11 that it will not oppose such requests in connection with the Settlement. Any fees, costs,
12 and expenses awarded by the Court to Class Counsel shall be paid to Class Counsel from
13 the QSF and shall not constitute payment to any Participating Class Member, and any
14 amount awarded by the Court to the Class Representative as a service award shall be paid
15 to the Class Representative from the QSF. The Settlement Administrator will issue to
16 Class Counsel an IRS Form 1099 for their award of attorneys' fees and costs. Any court
17 order awarding less than the amounts set forth in this paragraph to Class Counsel shall not
18 be grounds to cancel the Settlement. Unapproved amounts shall be reallocated among the
19 Participating Class Members who did not opt out of this Settlement. Subject to Court
20 approval, the Class Representative will receive Plaintiff's Service Payment of \$5,000 in
21 addition to any payment he is otherwise entitled to as a Participating Class Member. This
22 Service Payment recognizes the role the Class Representative has served in creating the
23 QSF and is in exchange for a general release of his individual claims against Defendant,
24 excepting claims for workers' compensation benefits. Any court order awarding the Class
25 Representative less than the full amount of Plaintiff's Service Payment shall not be
26 grounds to cancel the Settlement Agreement. Unapproved amounts shall be reallocated
27 among the Participating Class Members who did not opt out of this Settlement.

1 **VII. SETTLEMENT ADMINISTRATION COSTS AND EXPENSES**

2 All costs and expenses due the Settlement Administrator in connection with its
3 administration of the Settlement, including, but not limited to, providing the Class Notice
4 and other Notice Materials, locating Class Members, processing Elections Not to
5 Participate in Settlement, and administering and distributing settlement payments to the
6 Participating Class Members shall be paid from the QSF. Settlement administration costs
7 and expenses are estimated to be \$7,500.00.

8 **VIII. DUTIES OF THE PARTIES TO SEEK COURT APPROVAL**

9 **A.** As soon as possible after the execution of this Stipulation, and after first
10 providing a draft to Counsel for Defendant at least seven (7) days before filing, Plaintiff
11 will file a motion with the Court requesting entry of the Preliminary Approval Order,
12 including the following terms:

13 (i) For settlement purposes only, and without reaching any determination
14 as to the manageability at trial of the Action, conditionally certifying the Class as an opt-
15 out class;

16 (ii) Preliminarily approving the settlement as set forth in the Stipulation;

17 (iii) Scheduling the Fairness Hearing to consider: (1) whether the
18 settlement as set forth in the Stipulation should be finally approved as fair, reasonable, and
19 adequate as to the Participating Class Members; (2) whether the Court should grant
20 Plaintiff's unopposed request for the Plaintiff's Service Payment; (3) whether the Court
21 should grant Class Counsel's unopposed request for attorneys' fees and costs; (4) whether
22 the Court should grant the unopposed request to pay the LWDA \$18,750.00; and
23 (5) whether the Court should grant the request to pay the Settlement Administrator the
24 amount requested;

25 (iv) Approving as to form and content the Notice Materials and setting
26 deadlines for submission of Election Not to Participate in Settlement and for the service
27 and filing of objections to the Settlement, and/or the motions for the Plaintiff's Service
28 Payment as well as attorneys' fees and costs;

1 (v) Appointing a Settlement Administrator to exercise the duties allocated
2 to the Settlement Administrator below; and

3 (vi) Directing the Settlement Administrator to mail the Notice Materials to
4 the Class Members by first-class mail by the deadline set forth below.

5 **B.** Any disagreement among the Parties concerning the final forms of the
6 Notice Materials, or other documents necessary to implement the Stipulation, as well as all
7 other disputes regarding the Stipulation and its implementation, will be referred to the
8 mediator, Steven G. Pearl, Esq., for resolution if the Parties' good faith efforts to resolve
9 the disagreement have failed.

10 **IX. CERTIFICATION OF THE CLASS FOR PURPOSES OF SETTLEMENT**
11 **ONLY**

12 **A.** The Parties stipulate, for settlement purposes only, that the Court may
13 conditionally certify the Class, as defined in this Stipulation, as an opt-out class (the "Class
14 Stipulation"). More specifically, the Parties agree as part of the Class Stipulation that, for
15 settlement purposes only, the legal requirements of California Code of Civil Procedure
16 § 382 are satisfied, with the exception of any manageability requirement, which the Court
17 need not address for purposes of the Settlement.

18 **B.** The Class Stipulation is made solely for purposes of the Settlement. The
19 Class Stipulation is in no way an admission that class action certification is proper and
20 neither this Stipulation nor the Class Stipulation will be admissible in this or any other
21 action or proceeding as evidence that (i) the claims advanced in the Action, or any other
22 class, collective, or representative action claims, should be certified or not decertified, or
23 (ii) Defendant or any of the Released Parties are liable to Plaintiff, the Class Members, or
24 any other putative class, representative, or collective action members.

25 **X. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR**

26 **A.** Subject to the approval of the Court, the Parties have agreed to the
27 appointment of a Settlement Administrator to perform the following duties in connection
28 with administration of their settlement: (i) using data provided by Defendant to prepare

1 the Notice Materials; (ii) obtaining forwarding addresses for Class Members using
2 appropriate methods, as described in Section XI.A(iii) below; (iii) mailing the Notice
3 Materials to Class Members; (iv) tracking non-delivered Notice Materials and taking
4 reasonable steps to re-send them to Class Members' current addresses; (v) tracking and
5 timely reporting to Class Counsel and Counsel for Defendant returned Election Not to
6 Participate in Settlement forms; (vi) establishing the QSF; (vii) disbursing all amounts
7 payable from the QSF to all Participating Class Members without the need for them to file
8 a claim form and handling all tax reporting, if any; (viii) calculating the Settlement Shares;
9 (ix) notifying Class Counsel and Counsel for Defendant of any Participating Class
10 Members who have not cashed their Settlement Share checks by the deadline set forth
11 below; and (x) handling the disbursement and tax reporting, if any, of amounts associated
12 with uncashed checks.

13 **B.** All disputes relating to the Settlement Administrator's performance of its
14 duties, after good faith efforts by the Parties to first resolve such disputes, will be referred
15 to the Court, if necessary, which will have continuing jurisdiction over this Stipulation
16 until all payments and obligations contemplated by this Stipulation have been fully carried
17 out.

18 **XI. NOTICE OF THE SETTLEMENT**

19 **A.** Mailing the Notice Materials to the Class

20 (i) Within twenty (20) days after the Court enters the Preliminary
21 Approval Order, Defendant will provide to the Settlement Administrator a list of each
22 Class Member's first name, last name, and middle initial, Social Security number, last
23 known address, and the dates they were employed by Defendant in California during the
24 Class Period (the "Class Data"). This list will be drawn from Defendant's payroll and
25 human resources records and provided in a format acceptable to the Settlement
26 Administrator. The Class Data provided to the Settlement Administrator will remain
27 confidential and will not be used or disclosed to anyone, except as required to applicable
28 tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

1 (ii) Within fifteen (15) days after Defendant provides the Class Data to
2 the Settlement Administrator, the Settlement Administrator will mail, by first-class mail,
3 the Notice Materials to all Class Members at their last known addresses, unless modified
4 by any updated address information that the Settlement Administrator obtains.

5 (iii) The Settlement Administrator will use standard devices, including the
6 National Change of Address database or equivalent, to obtain forwarding addresses prior
7 to mailing and will take appropriate steps, including appropriate skip tracing for
8 undeliverable Notice Materials, to maximize the probability that the Notice Materials will
9 be received by Class Members.

10 (iv) If an individual not included in the Class Data provided to the
11 Settlement Administrator later claims to be a Class Member, the Settlement Administrator
12 shall obtain from said individual evidence of his or her claimed eligibility, which
13 information will be provided to the Parties. Defendant will verify the information
14 provided by said individual, and make a good faith effort to resolve the issue with Class
15 Counsel. If the Parties cannot agree, the Settlement Administrator shall decide whether the
16 claimant shall be included in the Settlement, which decision shall be final but subject to
17 review by the Court if requested by any Party.

18 **B. Election Not to Participate in Settlement**

19 (i) Each Class Member will have sixty (60) days after the date on which
20 the Settlement Administrator mails the Notice Materials to submit to the Settlement
21 Administrator an Election Not to Participate in Settlement if they wish to be excluded from
22 the Settlement. An Election Not to Participate in Settlement will be deemed timely
23 submitted to the Settlement Administrator if it is (i) mailed to the Settlement Administrator
24 by first-class mail and postmarked by not later than the deadline for submission stated
25 above; or (ii) delivered to and received by the Settlement Administrator by the deadline for
26 submission stated above, whether by mail, facsimile transmission, professional delivery, or
27 personal delivery. To be valid, the Election Not to Participate in Settlement must comply
28 with the procedure set forth in the Notice and must (1) be in writing and signed by the

1 Class Member, (2) include the name and address of the Class Member, and (3) indicate the
2 Class Member's request to be excluded from the Settlement Class in the matter of *Jenkins*
3 *v. Cardinal Logistics Management Corp.*

4 (ii) A Class Member who does not properly complete and timely submit a
5 written Election Not to Participate in Settlement in the manner and by the deadline
6 specified above will automatically become a Participating Class Member and be bound by
7 all terms and conditions of the Settlement, including the release of all Participating Class
8 Members' Released Claims (defined below), if the Settlement is approved by the Court,
9 and be bound by the Final Approval Order, regardless of whether he or she has objected to
10 the Settlement, and shall receive a Settlement Share payout.

11 (iii) A Class Member who properly and timely submits an Election Not to
12 Participate in Settlement will not be bound by the Settlement, will not receive a Settlement
13 Share, and will not have standing to object to: (i) the Settlement; (ii) the Class
14 Representative's motion for Plaintiff's Service Payment; or (iii) Class Counsel's motion
15 for attorneys' fees and costs; and Defendant will retain all of its defenses to such Class
16 Member's claims.

17 (iv) No Election Not to Participate in Settlement will be honored if
18 submitted late under the deadlines set forth above, unless Defendant consents to accepting
19 the late submission.

20 **C. Objection to Settlement**

21 Each Class Member who does not timely submit an Election Not to Participate in
22 Settlement will have sixty (60) days after the date on which the Settlement Administrator
23 mails the Notice Materials to object to the Settlement by serving on the Settlement
24 Administrator, Class Counsel, and Counsel for Defendant, and filing with the Court, a
25 written objection to the Settlement, Plaintiff's Service Payment, and/or Class Counsel's
26 attorneys' fees and costs. The written objection must (1) be in writing and signed by the
27 Class Member, (2) include the name and address of the Class Member, and (3) state all
28 factual and legal grounds for the objection. A Class Member who does not serve a written

1 objection in the manner and by the deadline specified above will be deemed to have
2 waived any objection and will be precluded from making any objection to the Settlement,
3 the Plaintiff's motion for the Plaintiff's Service Payment, or Class Counsel's motion for
4 attorneys' fees and costs (whether by appeal or otherwise).

5 **D. Reports and Declaration by Settlement Administrator**

6 By no later than ten (10) days after expiration of the 60-day deadline for submission
7 of Elections Not to Participate in Settlement and objections to the Settlement, the
8 Settlement Administrator will prepare and submit for filing in support of Plaintiff's motion
9 for entry of the Final Approval Order a declaration attesting to its mailing of the Notice
10 Materials, its receipt of any valid Elections Not to Participate in Settlement and its inability
11 to deliver the Notice Materials to Class Members due to invalid addresses, both of which
12 shall be indicated by number of Class Members only. Prior to the Fairness Hearing, the
13 Settlement Administrator will prepare and submit for filing in support of the motion a
14 supplemental declaration to provide updated and final figures.

15 **XII. RIGHT TO RESCIND**

16 If ten percent (10%) or more of the class members opt out of the Settlement,
17 Defendant may, at its election, rescind the Settlement. All actions taken in furtherance of
18 the Settlement will be therefore null and void. Defendant must exercise the right of
19 rescission within fifteen (15) days after the Settlement Administrator notifies the parties of
20 the total number of opt outs. If Defendant exercises this option, or if the court fails to issue
21 the Final Approval Order, neither Defendant nor any the Released Parties shall have any
22 obligation to make any payments under this Agreement. In such a case where Defendant
23 elects to rescind, Defendant shall pay all charges incurred by the Settlement Administrator
24 incurred up to that date.

25 **XIII. NOTICE OF SETTLEMENT TO STATE OFFICIALS (PAGA NOTICES).**

26 Class Counsel shall timely and promptly serve any and all documents required to be
27 provided in connection with a PAGA claim (*see, e.g.,* California Labor Code § 2699(l)) on
28 the appropriate agent, division, or department of the State of California.

1 **XIV. FINAL APPROVAL OF THE SETTLEMENT**

2 **A.** Plaintiff will file a motion with the Court requesting final approval of the
3 Settlement and entry of the Final Approval Order by the deadline set by the Court, which,
4 unless otherwise ordered by the Court, will be filed at least sixteen court days prior to the
5 Fairness Hearing. Class Counsel will provide a draft of that motion to Counsel for
6 Defendant for their review at least seven (7) days before the filing deadline.

7 **B.** No later than the date set for the mailing of the Notice Materials, the Class
8 Representative, acting through Class Counsel, will include in the motion for final approval
9 a request for the Court to award the Plaintiff’s Service Payment in an amount not to exceed
10 Five Thousand Dollars (\$5,000.00) for his service. Defendant will not oppose the motion,
11 which shall be set for hearing on the same date and time as the Fairness Hearing. Any
12 Plaintiff’s Service Payment awarded by the Court will be paid out of the QSF; provided,
13 however, that no sums shall be due to Plaintiff unless and until the Settlement has become
14 completely Final and the Effective Date of the Settlement has been realized. A denial by
15 the Court of the Class Representative’s motion, in whole or in part, or an award of a lesser
16 amount than requested will not constitute a material modification of this Stipulation or the
17 Settlement. Unapproved amounts shall be reallocated among the Participating Class
18 Members who did not opt out of this Settlement.

19 **C.** Also included in the motion for final approval, Class Counsel will seek the
20 Court’s approval of Class Counsel’s attorneys’ fees in an amount not to exceed 1/3 of the
21 QSF, or One Hundred Thousand Dollars (\$100,000.00) and costs in an amount not to
22 exceed Twenty Thousand Dollars (\$20,000.00). Defendant will not oppose the motion.
23 Any award of fees and costs by the Court will be paid out of the QSF; provided, however,
24 that no sums shall be due to Class Counsel unless and until the Settlement has become
25 completely Final and the Effective Date of the Settlement has been realized. A denial by
26 the Court of Class Counsel’s motion, in whole or in part, or an award of a lesser amount
27 will not constitute a material modification of this Stipulation or the Settlement. For
28 purposes of the Settlement, Defendant and its counsel will not oppose an award of

1 attorneys' fees and actual costs of up to amounts stated in this paragraph. The Settlement
2 Administrator will issue to Class Counsel an IRS Form 1099 for their award of attorneys'
3 fees and costs. Any court order awarding less than the amounts set forth in this paragraph
4 to Class Counsel shall not be grounds to cancel the Settlement. Unapproved amounts shall
5 be reallocated among the Participating Class Members who did not opt out of this
6 Settlement.

7 **D.** The Parties will submit for entry by the Court, with their motion for final
8 approval of the Settlement, a proposed Final Approval Order that includes the provisions
9 set forth in Exhibit C hereto. Any modifications to the attached proposed Final Approval
10 Order may be made only by mutual agreement of the Parties.

11 **XV. NULLIFICATION OF THIS STIPULATION**

12 **A.** If (a) Defendant rescinds the Settlement pursuant to Section XII of this
13 Stipulation, (b) the Court should for any reason decline to approve this Stipulation in the
14 form agreed to by the Parties, or (c) the Court should for any reason fail to enter a
15 judgment in the Action, then the Stipulation, Settlement, and conditional class certification
16 will automatically become null and void (other than Sections XXII and XXIII below
17 relating to confidentiality and the return of documents/data) without any act or deed by any
18 Party and the terms and fact of this Stipulation (and of any act performed or document
19 executed pursuant to or in furtherance of the Stipulation), the fact that the Parties stipulated
20 to a Class for settlement purposes, and the fact that the Court granted certification of the
21 Class for settlement purposes, will be inadmissible evidence in any subsequent proceeding
22 in the Action or elsewhere. Put another way, neither the Settlement, class certification, nor
23 any of the related negotiations or proceedings, shall be of any force or effect, and all
24 parties to the Settlement shall stand in the same position, without prejudice, as if the
25 Settlement had been neither entered into nor filed with the Court. Notwithstanding the
26 foregoing, the Parties may attempt in good faith to cure any perceived defects in the
27 Stipulation to facilitate approval if they desire to do so.

28 **B.** A modification by the Court of Plaintiff's Service Payment or of any award

1 of attorneys' fees or costs to Class Counsel shall not constitute a nullification or
2 invalidation of any material portion of the Settlement.

3 **C.** In the event the Court declines to approve this Stipulation in the form agreed
4 to by the Parties, the Parties will be equally responsible for all charges incurred by the
5 Settlement Administrator as of the time the Settlement is disapproved or invalidated. This
6 paragraph shall not apply to the circumstance where the Settlement does not become
7 effective because Defendant exercised its right to rescind.

8 **D.** In the event Defendant exercises its right to rescind pursuant to Section XII,
9 Defendant will be responsible for all charges incurred by the Settlement Administrator as
10 of the time the right to rescind is exercised.

11 **XVI. WAIVER OF RIGHT TO APPEAL**

12 Provided that the Final Approval Order is consistent with the terms and conditions
13 of this Settlement in all material respects (i.e. without modifications other than those
14 declared above to not be "material"), Plaintiff and all other Participating Class Members
15 who did not timely submit an objection to the Settlement, Plaintiff's Service Payment,
16 and/or Class Counsel's attorneys' fees and costs, hereby waive any and all rights to appeal
17 from the Final Approval Order, including all rights to any post-judgment proceeding
18 and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for
19 new trial, or any extraordinary writ, and the Final Approval Order therefore will become
20 final and non-appealable at the time it is entered. This waiver does not include any waiver
21 of the right to oppose any appeal, appellate proceedings or post-judgment proceedings.

22 **XVII. REVERSAL OR MATERIAL MODIFICATION OF JUDGMENT ON**
23 **APPEAL**

24 **A.** In the event of a timely appeal from the judgment, the judgment shall be
25 stayed, and the QSF shall not be distributed to Participating Class Members, Plaintiff, or
26 Class Counsel, and the actions required by this Stipulation shall not take place until all
27 appeal rights have been exhausted by operation of law.

28 **B.** If, after a notice of appeal or a petition for writ of *certiorari*, or any other

1 motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final
2 Approval Order such that there is a material modification to the Settlement as set forth in
3 this Stipulation, and that court's decision is not completely reversed and the Final
4 Approval Order is not fully affirmed on review by a higher court, then the Parties will each
5 have the right to void the Stipulation, which a Party must do by giving written notice to the
6 other Party, the reviewing court, and the Court no later than twenty-one (21) days after the
7 reviewing court's decision vacating, reversing, or materially modifying the Final Approval
8 Order becomes final. A vacation, reversal, or modification of any Plaintiff's Service
9 Payment or of any award of attorneys' fees or costs to Class Counsel will not constitute a
10 vacation, reversal, or material modification of the Final Approval Order.

11 **XVIII. CREATION OF THE QUALIFIED SETTLEMENT FUND**

12 Within thirty (30) days of the Effective Date of the Settlement, Defendant will
13 cause the Settlement Payment to be delivered to the QSF. This payment thirty (30) days
14 after the Effective Date of the Settlement shall constitute the full amount of the Settlement
15 Payment (i.e., Three Hundred Thousand Dollars (\$300,000.00) and nothing more). Put
16 another way, the Settlement Payment is the maximum amount Defendant is obligated to
17 pay under this Stipulation (or otherwise in connection with this Action) and is inclusive of
18 Plaintiff's Service Payment, Class Counsel's attorneys' fees and costs, the Settlement
19 Shares, all employee and employer tax withholdings (in the event that any part of the
20 Participating Class Member settlement payments are deemed wages), the payment to the
21 LWDA in the amount of \$18,750.00 for the LWDA's 75% share of Participating Class
22 Members' PAGA penalty claims (the remaining 25% share shall be distributed as part of
23 the Net QSF to Participating Class Members), and the Settlement Administrator's
24 reasonable fees and expenses in administering the Settlement.

25 **XIX. DISTRIBUTION OF THE QUALIFIED SETTLEMENT FUND**

26 **A.** After the Final Approval Order becomes Final (i.e., on the Effective Date of
27 the Settlement), the Settlement Administrator will distribute the proceeds of the QSF as
28 follows:

1 (i) Within ten (10) days after it receives the amount of the Settlement
2 Payment, the Settlement Administrator will make the following payments from the QSF:

3 (a) The Settlement Administrator may pay to itself its portion of
4 the QSF for all services through the closing of the administration;

5 (b) To every Participating Class Member, which includes Plaintiff,
6 their Settlement Share, as calculated based on the formula in this Section XIX;

7 (c) In the event that any part of the Participating Class Member
8 settlement payments are deemed wages, all employee and employer taxes to the
9 appropriate state and federal tax agencies;

10 (d) To Class Counsel, any attorneys' fees and costs awarded by the
11 Court, for which the Settlement Administrator will issue a Form 1099. Class Counsel is
12 responsible for all federal, state, and local tax filings and liabilities that may result from
13 such payment and the Defendant shall bear no responsibility for such filings or liabilities;

14 (e) To the Class Representative, any Plaintiff's Service Payment
15 awarded by the Court, for which the Settlement Administrator will issue a Form 1099.
16 The Class Representative will be responsible for all federal, state, and local tax filings and
17 liabilities that may result from such payment and the Defendant shall bear no responsibility
18 for such filings or liabilities; and

19 (f) To the LWDA, a payment of \$18,750.00 for the LWDA's 75%
20 of the Participating Class Members' PAGA penalty claims from a PAGA allocation of
21 \$25,000.00 (with the remaining \$6,250.00 to be paid proportionally to Participating Class
22 Members out of the Net QSF).

23 **B.** Each Participating Class Member's Settlement Share will be calculated as
24 follows:

25 (i) The "Net QSF" will equal the balance of the QSF after deducting the
26 amounts of all payments necessary to effectuate the Settlement, including, but not
27 necessarily limited to, Class Counsel's attorneys' fees, costs and expenses, the Plaintiff's
28 Service Payment, all employee and employer tax withholdings (if any part of the

1 Participating Class Member settlement payments are deemed wages), the payment
2 allocated to the LWDA, and the estimated costs of settlement administration, in the
3 amounts approved by the Court. The Net QSF will be available for distribution to
4 Participating Class Members.

5 (ii) A Participating Class Member's Settlement Share will be calculated
6 as follows: (1) calculating the total weeks worked by all Participating Class Members
7 based on the Class Data (the "Total Work Weeks"); (2) dividing each Participating Class
8 Member's work weeks based on the Class Data by the Total Work Weeks to determine his
9 or her proportionate share of the Net QSF (for each Participating Class Member, the
10 "Settlement Share Proportion"); and (3) multiplying each Participating Class Member's
11 Settlement Share Proportion by the Net QSF.

12 **C.** The Settlement Administrator will issue a Form 1099 and, in the event that
13 any part of the Participating Class Member settlement payments are deemed wages, a
14 Form W-2 to each Participating Class Member. The Participating Class Members are
15 responsible for all federal, state, and local tax filings and liabilities that may result from
16 such Settlement Share payments and the Defendant shall bear no responsibility for such
17 filings or liabilities.

18 **D.** Defendant, Defendant's counsel and Class Counsel make no representations
19 with respect to the taxability of any payments pursuant to this Settlement, and the Class
20 Notice will advise Class Members to seek their own tax advice as necessary.

21 **E.** Participating Class Members shall have 180 days to cash their settlement
22 checks. In the event that any checks mailed to Participating Class Members remain
23 uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class
24 Member is returned and no forwarding address can be located for the Participating Class
25 Member after reasonable efforts have been made, then any such unclaimed funds shall be
26 paid to St. Christopher Truckers Development and Relief Fund. The receipt of funds under
27 this Settlement will not entitle any Participating Class Member to additional compensation
28 or benefits of any kind under any of Defendant's compensation or benefits plans, nor will

1 it entitle any class member to any increased retirement or 401k plan benefits of any kind.
2 Class Members will participate in the Settlement and will be bound by its terms and
3 release if they do not opt-out as described more fully herein within thirty (60) days of the
4 Settlement Administrator's mailing out of notices. As a no-claims-made settlement, Class
5 Members will not need to submit a claim form to participate in the Settlement.

6 **F.** Should the Settlement Administrator need more time than is provided under
7 this Stipulation to complete any of its obligations, the Settlement Administrator may
8 request, in writing, such additional time (including an explanation of the need for
9 additional time) from Counsel for Defendant and Class Counsel. If Counsel for Defendant
10 and/or Class Counsel do not agree, in writing, to the Settlement Administrator's request for
11 additional time, the Settlement Administrator, Class Counsel or Counsel for Defendant
12 may seek such additional time from the Court.

13 **XX. ENTRY OF JUDGMENT IN THE ACTION.**

14 As part of the consideration for this Settlement, final judgment shall be entered in
15 the Action in accordance with California Rules of Court, rule 3.769. Notwithstanding the
16 entry of judgment, the Court shall retain jurisdiction to interpret and enforce this
17 Stipulation.

18 **XXI. RELEASE OF CLAIMS BY PLAINTIFF, ALL OTHER PARTICIPATING**
19 **CLASS MEMBERS, AND CLASS COUNSEL.**

20 **A. Plaintiff's General Release of All Claims Against Defendant and all**
21 **other Released Parties:** As consideration for the unopposed motion for the Plaintiff's
22 Service Payment, payment of Plaintiff's Settlement Share, and any other benefits provided
23 to Plaintiff as part of the Settlement, Plaintiff, on behalf of himself and his estates,
24 executors, administrators, heirs and assigns, hereby releases, discharges, and agrees to hold
25 harmless Defendant and any of its parent companies, subsidiaries, divisions and other
26 affiliated or related entities, past and present, as well as their employees, officers, directors,
27 agents, representatives, attorneys, insurers, owners, partners, shareholders, representatives,
28 joint venturers, and successors and assigns of each (i.e., the Released Parties), from any

1 and all claims, damages, costs, obligations, causes of action, actions, demands, rights, and
2 liabilities of every kind, nature and description whatsoever, whether known or unknown,
3 whether anticipated or unanticipated, arising on or before the end of the Class Period
4 (“Plaintiff’s Released Claims”). Without limiting the generality of the foregoing in any
5 way, Plaintiff’s Released Claims include, but are not limited to, any and all claims,
6 charges, complaints, liabilities, obligations, promises, agreements, controversies, damages,
7 penalties, civil penalties, actions, causes of action, suits, rights, demands, costs, losses,
8 debts, and expenses (including attorney fees and costs), known or unknown, at law or in
9 equity, which he may now have against Defendant or any of the other Released Parties,
10 and each of them, as well as those claims that were or could have been asserted in the
11 Action, including, but not limited to, any and all claims arising under the California Labor
12 Code, Wage Order No. 9-2001, the Fair Labor Standards Act, the California Private
13 Attorneys’ General Act, the California Business & Professions Code, the claims alleged in
14 the Complaint, and any and all other transactions, occurrences or matters between Plaintiff
15 and Defendant occurring up through and including the end of the Class Period.

16 Anything to the contrary notwithstanding, Plaintiff does not release claims for
17 workers’ compensation benefits.

18 Plaintiff’s Released Claims shall also include any and all claims against Defendant
19 or any of the other Released Parties, and each of them, that occurred up through and
20 including the end of the Class Period under the (a) Americans With Disabilities Act, as
21 amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights
22 Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in
23 Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal
24 Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the
25 Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973;
26 (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California
27 Fair Employment and Housing Act; (n) the California Constitution; (o) the California
28 Labor Code; (p) the California Government Code; (q) the California Civil Code; and

1 (r) any and all other federal, state and local statutes, ordinances, regulations, rules and
2 other laws, and any and all claims based on constitutional, statutory, common law or
3 regulatory grounds as well as any other claims based on theories of wrongful or
4 constructive discharge, breach of contract or implied contract, fraud, misrepresentation,
5 promissory estoppel or intentional and/or negligent infliction of emotional distress, or
6 damages under any other federal, state or local statutes, ordinances, regulations, rules, or
7 laws. This release is for any and all relief, no matter how denominated, including, but not
8 limited to, back pay, front pay, bonuses, compensatory damages, overtime pay, minimum
9 wages, straight time wages, regular wages, hourly pay, piece-rate pay, compensation for
10 rest period and other non-productive time, premium pay, penalties, civil penalties, waiting
11 time penalties, restitution, disgorgement, damages, tortious damages, liquidated damages,
12 statutory damages, punitive damages, damages for pain and suffering, and attorney fees
13 and costs, and the Plaintiff hereby forever releases, discharges and agrees to hold harmless
14 Defendant and the Released Parties from any and all claims released in this Stipulation.

15 Plaintiff's Released Claims include all claims described above, whether known or
16 unknown, by Plaintiff. Thus, even if Plaintiff discovers facts in addition to or different
17 from those that he now knows or believes to be true with respect to the subject matter of
18 Plaintiff's Released Claims, those claims will remain released and forever barred.
19 Therefore, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of
20 Section 1542 of the California Civil Code and any analogous law, statute, or rule.
21 Section 1542 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 Plaintiff specifically acknowledges that he is aware of and familiar with the
27 provisions of Section 1542 of the California Civil Code, and being aware of Section 1542,
28 hereby expressly waives and relinquishes all rights and benefits he may have under

1 Section 1542 as well as any other statute or common law principle of a similar effect.
2 Upon entry of final judgment, Defendant shall be entitled to a general release of all claims
3 from the Plaintiff up through and including the end of the Class Period, excepting claims
4 for workers' compensation benefits.

5 Plaintiff also acknowledges that he is entitled to and has been given twenty-one (21)
6 days to consider whether to accept the terms of the general release agreed to in this
7 Stipulation. If Plaintiff executes this Stipulation before the expiration of the 21-day
8 period, he does so voluntarily, upon the advice and with the approval of Class Counsel,
9 and he expressly and voluntarily waives his right to consider the release for any remaining
10 portion of that 21-day period.

11 Plaintiff understands that, after executing this Stipulation, he has the right to revoke
12 it within seven (7) days after execution. Plaintiff understands that this Stipulation will not
13 become effective and enforceable unless and until the seven-day revocation period has
14 passed.

15 Plaintiff further agrees that, to the extent permitted by law, if a claim is prosecuted
16 in his name against any of the Released Parties, including Defendant, before any court or
17 administrative agency, he waives, and agrees not to take, any award of money or other
18 damages from such proceeding. Plaintiff agrees that, unless otherwise compelled by law,
19 if a claim is prosecuted in his name against Defendant or any of the other Released Parties
20 that, upon a written request by Defendant's counsel, he will immediately request in writing
21 that the claim on his behalf be withdrawn.

22 **B. Participating Class Members' Release of Claims:** Upon the Effective
23 Date of the Settlement, each and every Participating Class Member hereby releases,
24 discharges, and agrees to hold harmless Defendant and all of the other Released Parties,
25 and each of them, from any and all Claims (as that term is defined in Section II.C above)
26 that have been asserted, or could have been asserted, up through and including the last day
27 of the Class Period based upon, arising out of, or relating to the facts or allegations pled in
28 the Complaint filed in the Action ("Claims Released By Participating Class Members").

1 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
2 discharge all Claims Released By Participating Class Members as described in the
3 preceding paragraph and Section II.AA above. Each Participating Class Member waives,
4 as to the released Claims only, all rights and benefits afforded by Section 1542 and does so
5 understanding the significance of that waiver. Section 1542 provides as follows:

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

10 As such, the Participating Class Members understand and agree that they are providing
11 Defendant and all of the other Released Parties, and each of them, with a full and complete
12 release with respect to the Claims Released By Participating Class Members.

13 Without limiting any of the foregoing, it is hereby stipulated that the Claims
14 Released By Participating Class Members is intended to include, and does include, any and
15 all claims and remedies asserted or sought or that could have been asserted or sought based
16 on the facts or allegations pled in the Complaint in the Action that occurred during the
17 Class Period. Subject to the terms and conditions of this Stipulation and upon Final
18 Approval of this Stipulation, all such claims and causes of action, penalties, statutory
19 penalties, civil penalties, damages, and other remedies (including but not limited to any
20 damages, liquidated damages, statutory damages, interest, attorney fees, litigation costs,
21 injunctive relief, declaratory relief, or any other equitable or legal relief of any kind)
22 allegedly due and owing Participating Class Members by virtue of or related to any of the
23 facts or allegations pled in the Complaint in the Action or that could have been asserted in
24 the Action are deemed to be fully and finally resolved, with prejudice, as to each and every
25 Participating Class Member.

26 **C. Class Counsel's Released Claims.** In consideration of the unopposed
27 motion for an award of attorneys' fees and costs to Class Counsel, Class Counsel hereby
28 releases all claims, causes of action, demands, damages, costs, rights, and liabilities of

1 every nature and description for reasonable attorneys' fees, costs, and expenses against
2 Defendant and all of the other Released Parties arising from or related to the Action, the
3 Plaintiff's Released Claims, or the Claims Released By Participating Class Members
4 except as awarded pursuant to this stipulation (the "Class Counsel's Released Claims").

5 **XXII. CONFIDENTIALITY**

6 Other than necessary disclosures made to the Court, Plaintiff and Class Counsel
7 shall not directly or indirectly disclose the fact or the terms of the Settlement to the media,
8 the press, on any website, provided that if Plaintiff or Class Counsel receive inquiries from
9 the media, they may state only that the Action has been resolved on the terms set forth in
10 the Stipulation that was publicly filed. If Plaintiff or Class Counsel are legally required to
11 communicate about the Settlement with governmental authorities, they shall give Counsel
12 for Defendant notice before any such communication occurs as early as is reasonably
13 possible.

14 **XXIII. USE OF DOCUMENTS**

15 All originals, copies, and summaries of documents, presentations, and data provided
16 to Plaintiff and Class Counsel by Defendant in connection with the mediation or other
17 settlement negotiations in this matter, including e-mail attachments containing such
18 materials, may be used only with respect to this Stipulation, or any dispute between Class
19 Members and Class Counsel regarding the Stipulation, and for no other purpose, and may
20 not be used in any way that violates any existing agreement, statute, or rule.

21 **XXIV. FULL COOPERATION**

22 The Parties will fully cooperate and use reasonable efforts, including all efforts
23 contemplated by this Stipulation and any other efforts that may become necessary or be
24 ordered by the Court, or otherwise, to accomplish the terms of this Stipulation, including,
25 but not limited to, executing such documents and taking such other action as may
26 reasonably be necessary to obtain preliminary and final approval of this Stipulation
27 without material modifications and to implement its terms.

28 The Parties hereto agree to abide by all of the terms of the Settlement in good faith

1 and to support the Settlement fully and to use their best efforts to defend this Settlement
2 from any legal challenge, whether by appeal or collateral attack.

3 **XXV. DIFFERENT FACTS**

4 The Parties hereto, and each of them, acknowledge that, except for matters
5 expressly represented herein, the facts in relation to the dispute and all claims released by
6 the terms of this Stipulation may turn out to be other than or different from the facts now
7 known by each party and/or its counsel, or believed by such party or counsel to be true,
8 and each party therefore expressly assumes the risk of the existence of different or
9 presently unknown facts, and agrees that this Stipulation shall be in all respects effective
10 and binding despite such difference.

11 **XXVI. NON-ADMISSION**

12 Nothing in this Stipulation shall be construed to be or deemed an admission by
13 Defendant or of any of the other Released Parties of any liability, culpability, negligence,
14 or wrongdoing toward the Class Representative, the Class Members, or any other person,
15 and Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing
16 toward the Class Representative, the Class Members, or any other person. Each of the
17 Parties has entered into this Stipulation with the intention to avoid further disputes and
18 litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein
19 shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of
20 any factual allegations in the Action. Nothing herein shall constitute an admission by
21 Defendant that the Action was properly brought as a class, collective or representative
22 action other than for settlement purposes. To the contrary, Defendant has denied and
23 continues to deny each and every material factual allegation and alleged claim asserted in
24 the Action. To this end, the Settlement of the Action, the negotiation and execution of this
25 Stipulation, and all acts performed or documents executed pursuant to or in furtherance of
26 this Stipulation or the Settlement are not, shall not be deemed to be, and may not be used
27 as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of
28 the truth of any of the factual allegations in the Complaint in the Action, and are not, shall

1 not be deemed to be, and may not be used as, an admission or evidence of any fault or
2 omission on the part of Defendant in any civil, criminal or administrative proceeding in
3 any court, administrative agency, arbitration proceeding, or other tribunal of any kind.

4 **XXVII. NO PRIOR ASSIGNMENTS**

5 The Parties represent, covenant, and warrant that they have not directly or
6 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber
7 to any person or entity any portion of any claims, causes of action, demands, rights, and
8 liabilities of every nature and description released under this Stipulation.

9 **XXVIII. NON-RETALIATION**

10 Defendant understands and acknowledges that it has a legal obligation not to
11 retaliate against any member of the Class who participates in the Settlement or elects to
12 opt-out of the Settlement. Defendant will refer any inquiries regarding this Settlement to
13 the Settlement Administrator or Class Counsel and will not discourage Class Members
14 who are current employees, directly or indirectly, from opting out or objecting to the
15 Settlement.

16 **XXIX. ATTORNEY FEES, COSTS, AND EXPENSES.**

17 Except as otherwise specifically provided for herein, each Party shall bear his or its
18 own attorney fees, costs and expenses, taxable or otherwise, incurred by them in, or arising
19 out of, the Action and shall not seek reimbursement thereof from any other party to this
20 Stipulation.

21 **XXX. NOTICES**

22 Unless otherwise specifically provided by this Stipulation, all notices, demands or
23 other communications given under this Stipulation will be in writing and be deemed to
24 have been duly given as of the fifth business day after mailing by United States registered
25 or certified mail, return-receipt requested, or as of the first business day after deposit with
26 an overnight delivery service, addressed as follows:

27
28

1 **To the Class Representative and the Class:**

2 Dennis S. Hyun, Esq.
3 HYUN LEGAL, APC
4 515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

William L. Marder, Esq.
POLARIS LAW GROUP, LLP
501 San Benito St., Suite 200
Hollister, CA 95023

5 **To Defendant:**

6
7 Drew R. Hansen, Esq.
NOSSAMAN LLP
8 18101 Von Karman Avenue, Suite 1800
Irvine, CA 92612

9 **XXXI. CONSTRUCTION**

10 This Stipulation is the result of lengthy, arms-length negotiations between the
11 Parties. This Stipulation will not be construed in favor of or against any Party by reason of
12 the extent to which any Party or his, her or its counsel participated in the drafting of this
13 Stipulation.

14 **XXXII. CAPTIONS AND INTERPRETATIONS**

15 Paragraph and section titles, headings or captions contained in this Stipulation are
16 inserted as a matter of convenience and for reference, and in no way define, limit, extend,
17 or describe the scope of this Stipulation or any of its provisions. Each term of this
18 Stipulation is contractual and not merely a recital, except for those denominated as Recitals
19 in Section III above.

20 **XXXIII. MODIFICATION**

21 This Stipulation may not be changed, altered or modified, except in writing and
22 signed by the Parties or their representatives and approved by the Court. This Stipulation
23 may not be discharged except by performance in accordance with its terms as approved by
24 the Court or by a writing signed by the Parties.

25 **XXXIV. APPLICABLE LAW**

26 All terms and conditions of this Stipulation will be governed by and interpreted
27 according to the laws of the State of California, without giving effect to any conflict of law
28

1 or choice of law principles.

2 **XXXV. INTEGRATION CLAUSE**

3 This Stipulation and its Exhibits constitute the entire agreement between the Parties
4 and their respective counsel relating to the Settlement, this Stipulation and the transactions
5 contemplated thereby. All prior or contemporaneous agreements, understandings,
6 representations, and statements, whether oral or written and whether by a Party or a Party's
7 counsel, are merged into and superseded by this Stipulation. No rights under this
8 Stipulation may be waived except in writing.

9 **XXXVI. BINDING ON ASSIGNS**

10 This Stipulation will be binding upon and will inure to the benefit of the Parties and
11 their respective heirs, trustees, executors, administrators, successors and assigns.

12 **XXXVII. COUNTERPARTS**

13 This Stipulation may be executed in counterparts, by facsimile or electronic
14 signature, and when each Party has signed and delivered at least one such counterpart, each
15 counterpart will be deemed an original, and, when taken together with other signed
16 counterparts, will constitute one Stipulation, which will be binding upon and effective as to
17 all Parties, subject to Court approval.

18 **XXXVIII. PARTICIPATING CLASS MEMBERS BOUND BY SETTLEMENT**

19 Because there are a sizeable number of Class Members, it is impossible or
20 impractical to have each Participating Class Member execute this Stipulation. The Notice
21 Materials will inform all Class Members of the binding nature of the Claims Released By
22 Participating Class Members and it will have the same force and effect as if this
23 Stipulation were executed by each Participating Class Member.

24 **XXXIX. PARTIES' AUTHORITY TO SIGN**

25 Each of the undersigned represents that he or she has the advice of counsel, has
26 authority to sign on behalf of his or her client, and understands that this Settlement
27 Agreement is final and binding, and subject only to the settlement process and other terms
28 set forth above. In addition, the Parties agree that any disputes regarding the terms of the

1 Settlement in advance of the motion for preliminary approval being filed shall be referred
2 to Mediator Steven G. Pearl for resolution.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this document to evidence their
5 acceptance of an agreement to the Stipulation.

6
7 DATED: March __, 2019

By: _____
Dwight Jenkins
Plaintiff

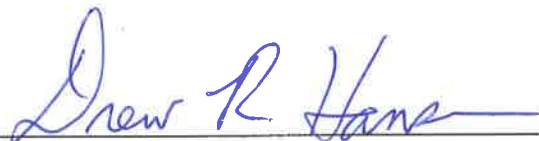
8
9
10 DATED: March ~~29~~, 2019

By:  _____
Cardinal Logistics Management Corp.
Defendant

11
12 DATED: March ~~29~~, 2019

NOSSAMAN LLP

13
14

By:  _____
Drew R. Hansen
Attorneys for Defendant,
CARDINAL LOGISTICS MANAGEMENT
CORP.

15
16
17
18 DATED: March __, 2019

HYUN LEGAL, APC

19
20

By: _____
Dennis Hyun
Attorneys for Plaintiff,
DWIGHT JENKINS

21
22

23
24

25
26

27
28

1 Settlement in advance of the motion for preliminary approval being filed shall be referred
2 to Mediator Steven G. Pearl for resolution.

3 **EXECUTION BY PARTIES AND COUNSEL**

4 The Parties and their counsel hereby execute this document to evidence their
5 acceptance of an agreement to the Stipulation.

6 DATED: March ²⁹, 2019

DocuSigned by:
By:  _____
Dwight Jenkins
Plaintiff

10 DATED: March , 2019

By: _____
Cardinal Logistics Management Corp.
Defendant

12 DATED: March , 2019

NOSSAMAN LLP

15 By: _____
Drew R. Hansen
Attorneys for Defendant,
CARDINAL LOGISTICS MANAGEMENT
CORP.

19 DATED: March 29, 2019

HYUN LEGAL, APC

21 By:  _____
Dennis Hyun
Attorneys for Plaintiff,
DWIGHT JENKINS

EXHIBIT “A”

SACRAMENTO COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION
Jenkins v. Cardinal Logistics Management Corp.

If you were employed by Cardinal Logistics Management Corp. as a driver in California at any time from August 7, 2017 up through and including March 14, 2019, a class action settlement may affect your rights.

«BarcodeString»

SIMID «SIMID»

ATTN: «FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Sacramento County Superior Court has authorized this notice in *Jenkins v. Cardinal Logistics Management Corp. et al.*, Case No. 34-2018-00238308 (the “Action”). This is not a solicitation from a lawyer.

- Dwight Jenkins (called the “Class Representative” in this notice), who was a driver employed by Cardinal Logistics Management Corporation (“Cardinal Logistics”) filed suit against Cardinal Logistics on August 7, 2018. The claims against Cardinal Logistics are that it allegedly failed to provide drivers accurate wage statements in violation of the California Labor Code, and that it allegedly violated California’s Private Attorneys General Act (“PAGA”). For example, it is alleged the wage statements do not reflect the total number of hours worked during the applicable pay period.
- The Court has conditionally certified the Action to be a class action for settlement purposes only, on behalf of all current and former truck drivers employed by Cardinal Logistics in California from August 7, 2017 up through and including March 14, 2019 (the “Class Period”). Cardinal Logistics disputes the claims alleged in the Action and specifically denies violating any laws.
- Your legal rights may be affected whether you act or do not act. Your options are explained in this notice.
- To request to be excluded from, or object to, this Settlement, you must act before **[60 days from date of notice]**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	Receive part of the Settlement. <i>If you do not do anything upon receipt of this notice and the settlement is approved, you will receive a sum of money based on your length of employment. You will give up your right to sue for alleged violations and related claims released by the Settlement, you will have no right to appeal, and you will forfeit your right to bring or participate in a similar action against Cardinal Logistics and other releasees.</i>
OPT-OUT	Opt-out or exclude yourself from the Settlement. Get no benefits from it. <i>If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money, and you will not give up any rights you may have.</i>

	<i>You will also not be permitted to object if you opt-out.</i>
OBJECT	<p>Write to the Court about why you object to the Settlement.</p> <p><i>If you object to the Settlement, you can write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.</i></p>

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

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B. Who is Included in the Settlement?	Page 3
C. How are Settlement Payments Calculated?	Page 3
D. Your Settlement Calculation	Page 3
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C. Object to the Settlement	Page 4
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You are receiving this notice because the Sacramento County Superior Court has granted preliminary approval to a class action settlement for settlement purposes only, and Cardinal Logistics' records indicate that you may be a member of the settlement Class. As such, you may be eligible for compensation from this Settlement.

If you are included in the Class, this Settlement may affect your rights.

As a Class Member, your interests are being represented at no expense to you by Class Counsel William L. Marder of Polaris Law Group, LLP and Dennis S. Hyun of Hyun Legal, APC. You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On August 7, 2018, Plaintiff Dwight Jenkins filed a complaint in Sacramento County Superior Court ("the Court") on behalf of "all current and former California driver employees who received a wage statement from Cardinal Logistics at any time during the period of time from August 7, 2017, through [the date of preliminary approval]." The complaint made claims for: (1) failure to provide accurate wage statements; and (2) penalties pursuant to PAGA.

The Parties thoroughly investigated the case. Plaintiff and Cardinal Logistics were then able to agree on a Settlement of the case with the assistance of a professional mediator. Cardinal Logistics provided data from which Plaintiff was able to conduct his alleged damage analysis.

Cardinal Logistics denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and that will be released by the Settlement. The Court has not decided whether any violations occurred. Cardinal Logistics wishes to settle this litigation and to avoid costly, disruptive, and time-consuming litigation.

Plaintiff's attorneys ("Class Counsel") believe the Settlement is fair, reasonable, and adequate, and in the best interests

of Plaintiff and the Class.

On May 31, 2019, the Court gave preliminary approval to the Settlement and conditionally certified the settlement Class for settlement purposes only.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Cardinal Logistics has agreed to pay \$300,000.00 into a qualified settlement fund (“QSF”) to settle this lawsuit. The QSF will be the sole source of all payments involved in effectuating the Settlement, including, but not limited to, any Service Payment awarded by the Court to the Class Representative, all attorneys’ fees, costs and expenses of Class Counsel awarded by the Court, all costs of settlement administration in amounts approved by the Court, and all payments allocated to the Labor & Workforce Development Agency (“LWDA”) in connection with the PAGA claim.

The “Net QSF” is the remainder of the QSF after deductions for: (1) up to \$5,000.00 for a Service Payment to the Class Representative; (2) up to \$100,000.00 for Class Counsel’s attorneys’ fees; (3) up to \$20,000.00 for Class Counsel’s costs and expenses; (4) the costs of settlement administration not to exceed \$7,500.00; and (5) a payment of \$18,750.00 to the LWDA. The Net QSF shall be used to make payments to Participating Class Members.

B. Who is Included in the Settlement?

All current and former truck drivers employed by Cardinal Logistics in California from August 7, 2017 up through and including March 14, 2019 are included in the Settlement.

C. How Are Settlement Payments Calculated?

There are approximately 400 Class Members. Class Members who do not submit a written request to be excluded from the Settlement (“Participating Class Members”) shall have their “Settlement Payment” calculated as follows:

1. Calculating the total number of weeks worked by all Participating Class Members based on the Class Data (the “Total Work Weeks”);
2. Dividing each Participating Class Member’s number of work weeks based on the Class Data by the Total Work Weeks to determine each Participating Class Member’s proportionate share of the Net QSF (for each Participating Class Member, the “Settlement Share Proportion”); and
3. Multiplying each Participating Class Member’s Settlement Share Proportion by the Net QSF.

The exact amount that each Participating Class Member will receive from the Settlement is currently unknown and depends on whether or not any Class Members opt-out and the number of workweeks that each Participating Class Member worked for Cardinal Logistics during the Class Period. A Form 1099 will be issued to each Participating Class Member in connection with their Settlement Payment.

D. Your Settlement Calculation

You will be credited for **[number]** work weeks, based on the following dates of employment:

[insert start date and end date of employment]

If you wish to dispute the number of work weeks, you must bring the dispute to the attention of the Settlement Administrator **[ADDRESS]** in writing by **[60 days from the date of notice]**. In your written notice of dispute, please provide what you believe to be the correct information along with supporting documentation, if available, to show the changes you are seeking.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the

Settlement. After the expiration of 180 days, the sum of any uncashed/undeposited checks shall be donated to a *cy pres* beneficiary. The Parties have selected the St. Christopher Truckers Development and Relief Fund as the *cy pres* beneficiary for this purpose.

E. Release

Upon the Final Approval of the Settlement by the Court, the Class Representative and all members of the Settlement Class who do not submit timely requests for exclusion (described below), and their successors in interest, shall fully release and discharge Cardinal Logistics and the other Released Parties from any and all Claims (as that term is defined below) that have been asserted, or could have been asserted, up through and including the last day of the class period based upon, arising out of, or relating to the facts or allegations pled in the complaint filed in the lawsuit (“Claims Released By Participating Class Members”). “Claims” means all claims, causes of action, and associated relief regarding wage statements, pay records, pay stubs, employment and personnel records, penalties, statutory penalties, civil penalties, waiting time penalties, any other penalties, damages, interest, injunctive and declaratory relief, and attorneys’ fees and costs, as well as all claims based on or arising under Wage Order No. 9-2001(7) and/or California Labor Code §§ 226, 226(a), 226.2, and 2698 *et seq.* (i.e., the California Private Attorneys General Act of 2004 (“PAGA”)), and any other claims, causes of action, relief or remedies that were asserted or that could have been asserted, based on, arising out of, or relating to the facts and allegations actually pleaded in the lawsuit. Without in any way limiting the nature of the foregoing, the Claims include all claims not known or suspected to exist against Cardinal Logistics under state, federal or local wage and hour laws or regulations, including all of the statutes, regulations, rules, and wage orders expressly referenced in the lawsuit along with any additional statutes, regulations, rules, and wage orders that could have been asserted arising out of the facts and allegations actually pleaded in the lawsuit.

Each Participating Class Member waives, as to the released Claims only, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 provides as follows:

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

As such, the participating class members understand and agree that they are providing Cardinal Logistics and all of the other Released Parties, and each of them, with a full and complete release with respect to the Claims Released By Participating Class Members.

These claims are referred to in this Notice as the “Released Claims.” For more information regarding the scope of the release, please read the Settlement Agreement available at www.xxxxx or contact Class Counsel.

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Receive a Settlement Payment

You do not need to do anything upon receipt of this notice in order to receive a Settlement Payment if you are entitled to one. If you do not submit a timely and signed request for exclusion, you will automatically be included in the Settlement and receive a Settlement Payment so long as the Settlement is approved and becomes Final.

As set forth above, your Settlement Payment will be based upon whether or not you worked during the Class Period and, if so, the amount of workweeks you worked during the Class Period.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call [XXXXXX](tel:XXXXXX).
Please say that you are a part of the Cardinal Logistics Settlement Class.

B. Exclude Yourself from the Settlement

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed

written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than **[60 days after notice date]**, to:

**[SETTLEMENT ADMINISTRATOR]
[ADDRESS]**

Your request for exclusion must contain your full name; all other names used during employment with Cardinal Logistics; your date of birth; the last four digits of your social security number or your employee identification number; and your telephone number. Your request for exclusion must be signed by you and returned by mail to the Settlement Administrator at the address above, must be postmarked on or before **[60 days after notice date]**, and it must say "I request to be excluded from the settlement in *Jenkins v. Cardinal Logistics Management Corp. et al.*, Case No. 34-2018-00238308" or words to that effect.

C. Object to the Settlement

You may object to the terms of the Settlement before Final Approval. Objections may only be submitted by Class Members who have not excluded themselves from the Settlement. The only way to avoid being bound by the terms of the Settlement is to timely submit a signed request for exclusion as described above.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (*Jenkins v. Cardinal Logistics Management Corp.*, Case No. 34-2018-00238308); (b) be submitted to the Court either by mailing to: Clerk of Court, Superior Court of California, County of Sacramento, 720 9th Street, Sacramento, California 95814, or by filing in person at the Superior Court, County of Sacramento; (c) also be mailed to the Settlement Administrator, Class Counsel and Defense Counsel at the law firms identified below; (d) be filed or postmarked on or before **[60 days after notice date]**; (e) be in writing and signed by the Class Member or his or her representative; (f) include the name and address of the Class Member; and (g) state all factual and legal grounds for the objection. A Class Member who does not serve a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be precluded from making any objection to the Settlement.

CLASS COUNSEL

DENNIS S. HYUN (SBN 224240)
HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071

DEFENSE COUNSEL

DREW R. HANSEN (SBN 218382)
NOSSAMAN LLP
18101 Von Karman Avenue, Suite 1800
Irvine, California 92612

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT FUND. IF THE COURT APPROVES THE SETTLEMENT DESPITE OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT FUND.

NO MATTER WHAT OPTION YOU CHOOSE, CARDINAL LOGISTICS WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on **[date], 2019, at [time]**, at Department 31, 720 9th Street, Sacramento, California 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Settlement Hearing, you may appear personally or through counsel hired at your own expense, as long as you provide the Court with timely notice of your intent to appear.

Class Counsel will represent your interests as a Class Member at no expense to you, but you may also hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at www.XXXX.XXXX. If you have any questions, you may contact Class Counsel:

<p>WILLIAM L. MARDER POLARIS LAW GROUP, LLC 501 San Benito Street, Suite 200, Hollister, CA 95023 (831) 531-4214 bill@polarislawgroup.com</p>	<p>DENNIS S. HYUN HYUN LEGAL, APC 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071 (213) 488-6555 dhyun@hyunlegal.com</p>
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The pleadings and other records in this litigation, including the Settlement Agreement, also may be examined online on the Court's website at <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>. After arriving at the website, enter 2018-00238308 as the case number and click SEARCH. Images of every document filed in the case may be viewed through the Register of Actions at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL

EXHIBIT “B”

1 William L. Marder, Esq. (State Bar No. 170131)
bill@polarislawgroup.com
2 POLARIS LAW GROUP, LLP
501 San Benito St., Suite 200
3 Hollister, CA 95023
Telephone: (831) 531-4214
4 Facsimile: (831) 634-0333

5 Dennis S. Hyun, Esq. (State Bar No. 224240)
dhyun@hyunlegal.com
6 HYUN LÉGAL, APC
515 S. Figueroa St., Suite 1250
7 Los Angeles, CA 90071
Telephone: (213) 488-6555
8 Facsimile: (213) 488-6554

9 Attorneys for Plaintiff
10 DWIGHT JENKINS and the Class

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO, GORDON D. SCHABER COURTHOUSE**
14

15 DWIGHT JENKINS, as an individual and on
16 behalf of all others similarly situated,

17 Plaintiffs,

18 vs.

19 CARDINAL LOGISTICS MANAGEMENT
CORP., a North Carolina corporation; and DOES
20 1 through 50, inclusive,

21 Defendants.
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Case No. 34-2018-00238308
The Honorable Gerrit Wood
Dep't 31

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 31, 2019
Time: 11:00 a.m.
Dept: 31

1 Plaintiff Dwight Jenkins’s unopposed Motion for Preliminary Approval of Class Settlement
2 came on for hearing before this Court on May 31, 2019. The Court, having considered the papers
3 submitted in support of that motion and heard oral argument of counsel, hereby orders as follows:

4 1. The Motion for Preliminary Approval of Class Action Settlement is
5 GRANTED pursuant to California Rule of Court 3.769.

6 2. The Court finds on a preliminary basis that the settlement memorialized in the
7 Joint Stipulation Of Class Action Settlement and Release of Claims (“Settlement”) falls
8 within the range of reasonableness and, therefore, meets the requirements for preliminary
9 approval.

10 3. The Court finds that the allocation of \$25,000 to penalties under the Private
11 Attorneys General Act (“PAGA”) is reasonable. Three quarters of that sum (\$18,750.00)
12 shall be paid to the California Labor & Workforce Development Agency (“LWDA”). One
13 quarter of that sum (\$6,250.00) shall be part of the Net Settlement Fund to be distributed to
14 the Participating Class Members, as their share of the PAGA penalties.

15 4. The Court provisionally certifies, for settlement purposes only, a class defined
16 as all current and former truck drivers employed by Cardinal Logistics Management Corp. in
17 the State of California during the period of time beginning on and including August 7, 2017
18 up through and including March 14, 2019 (the “Class”).

19 5. The Court appoints Dwight Jenkins as the Class Representative.

20 6. The Court appoints William L. Marder of Polaris Law Group, LLP and
21 Dennis S. Hyun of Hyun Legal, APC as Class Counsel.

22 7. The Court appoints Phoenix Settlement Administrators as the Settlement
23 Administrator.

24 8. The Court finds that the manner and content of the Notice of Proposed
25 Settlement (“Class Notice”) specified in the Settlement on file herein shall provide the best
26 practicable notice to the Class. The Class Notice, attached as Exhibit A to the Joint
27

1 Stipulation , is approved. The Settlement Administrator is ordered to mail the Class Notice to
2 the Class Members within thirty-five (35) days of this Order, as provided in the Settlement.

3 9. The Court will conduct a Final Approval Hearing on XXXXXX, 2019, at
4 X:X0 X.m. to determine the overall fairness of the Settlement, to fix the amount of attorneys'
5 fees and costs to Class Counsel, and rule on the requested Class Representative Service
6 Payment.

7 10. Any written objection to the Settlement must be filed with the Court and mailed
8 to the Settlement Administrator, Class Counsel, and Defense Counsel no later than sixty (60)
9 calendar days after the Class Notice is mailed to the Class Members by the Settlement
10 Administrator. All written objections, supporting papers and/or notices of intent to appear at the
11 Final Approval Hearing must: (a) clearly identify the case name and number (*Jenkins v. Cardinal*
12 *Logistics Management Corp.*, Case No. 34-2018-00238308); (b) be submitted to the Court either
13 by mailing to: Clerk of Court, Superior Court of California, County of Sacramento, 720 9th
14 Street, Sacramento, California 95814, or by filing in person at the Superior Court, County of
15 Sacramento; (c) also be mailed to the Settlement Administrator, Class Counsel and Defense
16 Counsel as specified in the Class Notice; (d) be in writing and signed by the Class Member or his
17 or her representative; (e) include the name and address of the Class Member; and (f) state all
18 factual and legal grounds for the objection.

19 11. Any Class Member who desires exclusion from the Class must timely mail a
20 request for exclusion in the manner described in the approved Class Notice no later than sixty
21 (60) days after the Class Notice is mailed by the Settlement Administrator. All persons who
22 timely request to be excluded shall not be bound by the Settlement and shall have no rights with
23 respect to the Settlement.

24 12. The Court therefore sets the following deadlines:
25
26
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EXHIBIT “C”

1 William L. Marder, Esq. (State Bar No. 170131)
bill@polarislawgroup.com
2 POLARIS LAW GROUP, LLP
501 San Benito St., Suite 200
3 Hollister, CA 95023
Telephone: (831) 531-4214
4 Facsimile: (831) 634-0333

5 Dennis S. Hyun, Esq. (State Bar No. 224240)
dhyun@hyunlegal.com
6 HYUN LÉGAL, APC
515 S. Figueroa St., Suite 1250
7 Los Angeles, CA 90071
Telephone: (213) 488-6555
8 Facsimile: (213) 488-6554

9 Attorneys for Plaintiff
10 DWIGHT JENKINS and the Class

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO, GORDON D. SCHABER COURTHOUSE**
14

15 DWIGHT JENKINS, as an individual and on
behalf of all others similarly situated,

16 Plaintiffs,

17 vs.

18 CARDINAL LOGISTICS MANAGEMENT
19 CORP., a North Carolina corporation; and DOES
20 1 through 50, inclusive,

21 Defendants.

Case No. 34-2018-00238308

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND
CLASS REPRESENTATIVE
ENHANCEMENT AWARD; JUDGMENT**

Date:
Time:
Dept:
Judge:

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28 **ORDER GRANTING MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS, AND
ENHANCEMENT AWARD; JUDGMENT**

Case No. 34-2018-00238308

1 Plaintiff's Motion for Final Approval of Class Settlement and Plaintiff's Motion for
2 Attorneys' Fees and Costs and Class Representative Enhancement Award came before this Court
3 on XXXXXXXX, 2019. The above-captioned Action is a class action lawsuit and Private Attorney
4 General Act representative action brought by Plaintiff Dwight Jenkins ("Plaintiff") against
5 Defendant Cardinal Logistics Management Corporation ("Defendant") (collectively, "the Parties").
6 The Parties have reached a settlement, and have submitted for this Court's approval the Joint
7 Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Settlement
8 Agreement").

9 On XXXXXXXX, 2019, this Court entered an Order Granting Motion for Preliminary
10 Approval of Class Settlement ("Preliminary Approval Order"). The Court also provisionally
11 certified the following Settlement Class (the "Class") for settlement purposes only:

12 [A]ll current and former truck drivers employed by Defendant in the State of
13 California during the during the period of time beginning on and including August
14 7, 2017 up through and including March 14, 2019.

15 The Order directed the parties to provide notice to the Class Members, and found that the
16 Notice to the Settlement Class adequately informed Class Members of all material terms of the
17 Settlement, that the proposed methods of distributing the Notice to Class Members via first class
18 mail would provide the best practicable notice to Class Members, and that the Notice and methods
19 of distribution comply fully with California and federal law.

20 Upon notice having been given as required by the Preliminary Approval Order, and having
21 considered the proposed Settlement, as well as papers filed, the Court hereby ORDERS,
22 ADJUDGES AND DECREES AS FOLLOWS:

23 This Court has jurisdiction over the subject matter of the above-captioned action and over
24 all parties to the action, including all members of the Settlement Class.

25 The Court finds that the Settlement Class is properly certified as a class for settlement
26 purposes only.

1 The Notice provided to the Settlement Class conforms with the requirements of California
2 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
3 3.766 and 3.769, the California and United States Constitutions, and other applicable law, and
4 constitutes the best notice practicable under the circumstances, by providing individual notice to all
5 Class Members who could be identified through reasonable effort, and by providing due and
6 adequate notice of the proceedings and of the matters set forth therein to the other Class Members.
7 The Notice fully satisfied the requirements of due process.

8 The Court finds the Settlement was entered into in good faith, that the Settlement is fair,
9 reasonable and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action Settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rule of Court 3.769.

12 XXXX Class Members have objected to the terms of the Settlement.

13 XXXX Class Members have requested exclusion from the Settlement. These Class
14 Members shall not be subject to this Settlement and shall not be bound by the Settlement's Release
15 of Claims.

16 Upon entry of this Order, compensation to the Class shall be effected pursuant to the terms
17 of the Settlement.

18 The Court hereby approves the appointment of William M. Marder and Dennis S. Hyun as
19 Class Counsel.

20 The Court hereby approves the appointment of Plaintiff Dwight Jenkins as Class
21 Representative.

22 In recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
23 approves the payment of an enhancement award to the Class Representative in the amount of
24 \$5,000, which he will receive in addition to any recovery he may receive under the Settlement.

25 The Court hereby approves the payment of \$7,500 to Phoenix Settlement Administrators
26
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1 for the costs of administering the settlement.

2 The Court hereby approves the payment to Class Counsel of attorneys' fees in the amount
3 of \$100,000 and costs in the amount of \$XXXX.

4 Upon the Effective Date (the date of entry of this Order), the Plaintiff and all members of
5 the Settlement Class shall have, by operation of this Order and Judgment, fully, finally and forever
6 released, relinquished and discharged Defendant from the Released Claims as provided by the
7 terms of the Settlement. Upon the Effective Date, all members of the Settlement Class shall be and
8 are hereby permanently barred and enjoined from the institution or prosecution of any and all of the
9 Released Claims as provided by the terms of the Settlement.

10 Upon completion of administration of the Settlement, the Parties shall file a declaration
11 setting forth that claims have been paid and that the terms of the Settlement have been completed,
12 including with respect to California Code of Civil Procedure § 384.

13 The Court shall hold a compliance hearing on XXXX, 2019, at X:XX Xm in Department
14 31. No later than five court days prior to that hearing, the Settlement Administrator will provide a
15 declaration regarding distribution of the Settlement.

16 This Judgment is intended to be a final disposition of the above-captioned action in its
17 entirety, and is intended to be immediately applicable.

18 This Court shall retain jurisdiction with respect to all matters related to the administration
19 and consummation of the Settlement, and any and all claims asserted in, arising out of or related to
20 the subject matter of the lawsuit, including, but not limited to, all matters related to the Settlement
21 and the determination of all controversies relating thereto.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

25 Hon. Gerrit Wood
26 Judge of the Superior Court