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15 Attorneys for Plaintiff  
16 DWIGHT JENKINS and the Class

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SACRAMENTO, GORDON D. SCHABER COURTHOUSE**

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

Plaintiffs,

vs.

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

Defendants.

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

Hrg set on 9.20.19 10<sup>00</sup> D31

**ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**  
Case No. 34-2018-00238308

**FILED/ENDORSED**

JUN 10 2019

By V. BUTLER, Deputy

File by Fax



**FILED/ENDORSED**

JUN 10 2019

BY *[Signature]* Deputy

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Attorneys for Plaintiff  
DWIGHT JENKINS and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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Case No. 34-2018-00238308

File by Fax

RECEIVED

JUN - 7 2019

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CIVIL

1 Plaintiff Dwight Jenkins's ("Plaintiff") unopposed Motion for Preliminary Approval of  
2 Class Settlement ("Motion") came on for hearing before this Court on May 31, 2019. The Court  
3 issued a tentative ruling on May 30, 2019, to which counsel for Plaintiff and Defendant Cardinal  
4 Logistics Management Corp. ("Defendant") (Plaintiff and Defendant collectively referred to as the  
5 "Parties") submitted with the exception of requesting that one typographical error relating to the  
6 date for the final approval hearing be fixed (i.e., the year changed from 2016 to 2019). Therefore,  
7 the Court's tentative ruling, a true and correct copy of which is attached hereto as Exhibit "A,"  
8 became the ruling of the Court.<sup>1</sup> Plaintiff filed a putative wage and hour class action complaint in  
9 this case on August 7, 2018. In this action, Plaintiff alleges that Defendant failed to provide himself  
10 and others with accurate itemized wage statements. Specifically, Plaintiff asserts two causes of  
11 action against Defendant for (1) violations of California Labor Code §§ 226(a) and 226.2 and (2)  
12 violation of California Labor Code. §§ 2698, et seq.

13 The Motion filed by Plaintiff seeks preliminary approval of a proposed class action  
14 settlement entered into by the Parties. The proposed class action settlement will, if finally  
15 approved, dispose of this action, *Dwight Jenkins, et al. v. Cardinal Logistics Management Corp., et*  
16 *al.* (No. 34-2018-00238308), in its entirety.

17 Defendant denies all liability of every kind or nature whatsoever relating to the claims  
18 asserted by Plaintiff in the Complaint.

19 The Motion is based on a joint stipulation of class action settlement, a copy of which was  
20 included along with the Motion. There is no opposition to the instant Motion. Based on the  
21 evidenced submitted in support of the Motion, the Court orders as follows:

22 Plaintiff seeks to certify a proposed class for settlement purposes. For purposes of  
23 settlement only, the Parties have stipulated that all of the elements of class certification have been  
24 met. (CCP § 382.) The proposed class ("Settlement Class") consists of an estimated 400

25  
26 <sup>1</sup> The date that was corrected in Exhibit A has been crossed out and replaced with the year 2019.

1 individuals ("Settlement Class Members") and is defined as follows:

2 All current and former truck drivers employed by Defendant in the  
3 State of California from August 7, 2017 up through and including  
4 March 14, 2019.

5 The Court preliminarily approves the Settlement Class definition.

6 The named Plaintiff is preliminary appointed as the class representative ("Class  
7 Representative") for purposes of settlement only.

8 Polaris Law Group and Hyun Legal, APC are preliminarily appointed as class counsel  
9 ("Class Counsel") for purposes of settlement only.

10 With respect to whether the settlement is fair, adequate, and reasonable the Court finds as  
11 follows:

12 Before approving a class action settlement, the Court must find that the settlement is "fair,  
13 adequate, and reasonable." (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244, 245.)  
14 "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length  
15 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act  
16 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is  
17 small." (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1802.) The Court considers  
18 such factors as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of  
19 further litigation, the risk of maintaining class action status through trial, the amount offered in  
20 settlement, the extent of discovery completed and the stage of the proceedings, the experience and  
21 views of counsel, the presence of a governmental participant, and the reaction of class members to  
22 the proposed settlement." (*Id.* at 1801.)

23 Here, the Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement"  
24 or "Agreement") entered into by the Parties provides, among other things, that Defendant will pay  
25 a total settlement amount of \$300,000 ("Settlement Payment"). (Agreement § II(DD).) From this  
26 Settlement Payment, the Class Representative will receive an additional \$5,000 as a service or  
27 enhancement award. (*Id.* at § VI.) In addition, Class Counsel will receive from the Settlement

28 **ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**  
Case No. 34-2018-00238308

1 Payment up to \$100,000 in attorney's fees as compensation for their services and an award of  
2 actual litigation costs and expenses not to exceed \$20,000. (*Ibid.*) Settlement administration costs  
3 and expenses are estimated to be \$7,500. (*Id.* at § VII.) The Agreement further provides for a  
4 Private Attorney General Act ("PAGA") allocation of \$25,000 from the Settlement Payment, of  
5 which 75% will be distributed to LWDA and 25% will be distributed to Settlement Class Members  
6 on a pro rata basis. (*Id.* at § VI.)

7 The remaining estimated balance of the Settlement Payment along with the portion of the  
8 PAGA penalty allocated to Settlement Class Members will combine to create a settlement fund  
9 ("Qualified Settlement Fund" or "QSF") for Settlement Class Members in an estimated amount of  
10 \$148,750, resulting in a raw average payment of \$381.87 per class member. (See Hyun Decl. at ¶  
11 8.) The actual allocation of the QSF to Settlement Class Members will be based on the number of  
12 work weeks a class member worked during the Class Period. (Agreement at § XIX(B)(ii).) Each  
13 individual Participating Class Member's share will be calculated by dividing that member's  
14 number of weeks worked by the total weeks worked by all Participating Class Members and  
15 multiplying that number by the net QSF. (*Ibid.*) The settlement payments will be characterized as  
16 1099 income. (Agreement at § V(C).)

17 The allocation formula will result in a distribution of 100% of the QSF and the Settlement  
18 Payment, with no reversionary interest held by Defendant. Any unclaimed funds that exist 180  
19 days after settlement checks have been mailed to the Participating Class Members will be paid cy  
20 pres to the following beneficiary: St. Christopher Truckers Development and Relief Fund.  
21 (Agreement at § XIX(E).) The court preliminarily approves this beneficiary as consistent with  
22 Code of Civil Procedure § 384(b).

23 The Settlement provides for a third-party claims administrator ("Settlement Administrator")  
24 to handle notice to class members and disbursement of settlement funds. (Agreement at § X.)  
25 Phoenix Settlement Administrators is approved as the Settlement Administrator.

26 Defendant will provide the Settlement Administrator with a list of Class Member's and  
27

1 contact information within 20 days of preliminary approval of the Settlement. (Agreement at § XI.)  
2 The Settlement Administrator will mail notice to each Class Member within 15 days of receiving  
3 the Class Member's information (Ibid.) Putative class members will have 60 days following the  
4 mailing of notice to submit a written objection, or alternatively, to opt-out by submitting a written  
5 and signed Election not to Participate. (Ibid.) If more than 10% of the class members opt-out,  
6 Defendant will have 15 days to elect to rescind the Agreement. (Agreement at § XII.)

7 The Court preliminarily finds, subject to the final fairness hearing, that the settlement is  
8 entitled to a presumption of fairness and that all relevant factors support preliminary approval. The  
9 moving papers demonstrate that the settlement was the product of arms-length bargaining between  
10 the parties, negotiations with a mediator present and was reached after sufficient discovery which  
11 allowed the parties, and therefore, this Court, to act intelligently with respect to the settlement. The  
12 settlement is entitled to a presumption of fairness. (*Dunk*, 48 Cal.App.4th at 1802.) There is  
13 nothing before the Court which would overcome the presumption of fairness. Indeed, the  
14 settlement provides value to the class members as it provides them with monetary compensation in  
15 a manner approximately commensurate with the potential value of their individual claims in light  
16 of the risks of continued litigation, and also in light of the ruling in *Brinker Rest. Corp. v. Sup.*  
17 *Court* (2012) 53 Cal.4th 1004 and other relevant cases cited in the moving papers.

18 The notice to putative Class Members may contain a description of the terms of the  
19 agreement but must not express an opinion regarding the merits of the settlement. (*7-Eleven*  
20 *Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164). The proposed  
21 Class Notice indicates that "Plaintiff's attorneys ('Class Counsel') believe the Settlement is fair,  
22 reasonable, and adequate, and in the best interests of Plaintiff and the Class." (Ex. A to the  
23 Agreement at p. 2-3.) The parties have agreed to remove this language from the proposed Class  
24 Notice. Subject to removal of this language and the redlined and clean versions of the revised  
25 proposed Class Notice are attached hereto as Exhibits "B" and "C," respectively. The revised  
26 proposed Class Notice is approved and shall be disseminated to the Class as provided in the

1 Settlement Agreement and as set forth above.

2 Per request of the parties, the final approval and fairness hearing will be held at

3 10 6 a.m./p.m. on ~~October~~ Sep 20, 2019.

4 The order granting preliminary approval of the Settlement shall be effective on the date that  
5 all complex case fees have been paid.

6 **IT IS SO ORDERED.**

7  
8 Dated: 6/10/19



[Signature]  
9 Hon. Gerrit Wood  
10 Judge of the Superior Court  
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28 **ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**  
Case No. 34-2018-00238308

## **EXHIBIT “A”**



1

**SUPERIOR COURT OF CALIFORNIA,**  
COUNTY OF SACRAMENTO  
CIVIL  
TENTATIVE RULINGS - May 30, 2019

EVENT DATE: 05/31/2019      EVENT TIME: 11:00:00 AM      DEPT.: 31  
JUDICIAL OFFICER:

CASE NO.: 34-2018-00238308-CU-OE-GDS

CASE TITLE: JENKINS VS. CARDINAL LOGISTICS MANAGEMENT CORP A NORTH CAROLINA CORPORATION

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Other employment

EVENT TYPE: Motion for Preliminary Approval of Class Action Settlement - Complex

CAUSAL DOCUMENT/DATE FILED:

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The following is a copy of the tentative ruling for the hearing on May 31, 2019 at 11:00 a.m.

**NOTICE:**

To request oral argument on this matter, you must call the Court at (916) 874-7885 (Department 31) by 4:00 p.m., the Court day before this hearing and notification of oral argument must be made to the opposing party/counsel. (Local Rule 1.06.) While the Court's ruling tentatively indicates that it will grant preliminary approval of the class action settlement, the Court must still hold a hearing on the motion as it may involve the receipt of evidence. Thus, while the Court anticipates that neither plaintiff nor defendant will request oral argument, and while no class member indicated any intent to appear at the hearing, this does not relieve the parties from appearing at the hearing or otherwise render the instant ruling final in the event oral argument is not requested. However, the Court will allow telephone appearances.

Parties requesting services of a court reporter shall advise the Court at (916) 874-7885 no later than 4:00 p.m. the Court day before the hearing. Please be advised there is a \$30.00 fee for court reporting services, which must be paid at the time of the hearing, for each civil proceeding lasting less than one hour. (Govt. Code § 68086(a)(1)(A).)

The Court Reporter will not report any proceeding unless a request is made and the requisite fees are paid in advance of the hearing.

This case has been designated complex under rule 3.400 of the California Rules of Court. The court notes Defendant Cardinal Logistics Management Corp. ("Defendant") has not paid the complex case fee. (Bus. & Prof. Code § 70616). Defendant is directed to pay the complex fee. All orders granting preliminary approval of any aspect of the settlement are conditioned upon payment of the complex fee by Defendant and no further action shall be taken, including dissemination of the Class Notice, until the fee has been paid.

**Motion for Preliminary Approval of Class Action Settlement, Class Notice, Setting of Fairness Hearing, and Attorneys' Fees**

The court issues the following tentative ruling for the hearing on May 31, 2019 at 11:00 a.m. regarding the motion for preliminary approval of class action settlement and related relief filed by Dwight Jenkins ("Plaintiff"), individually and on behalf of all others similarly situated.

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Event ID: 2415681

TENTATIVE RULINGS  
Page: 1

Calendar No.:

This motion seeks preliminary approval of a settlement. The proposed settlement will dispose of this action, *Dwight Jenkins, et al. v. Cardinal Logistics Management Corp., et al.* (No. 34-2018-00238308).

This is a wage and hour class action. Plaintiff filed a class action complaint on August 7, 2018 against Cardinal Logistics Management Corp. ("Defendant"). Through this action, Plaintiff alleges Defendant failed to provide accurate itemized wage statements. In the Complaint, Plaintiff asserts two causes of action against Defendant for (1) violations of Lab. Code §§ 226(a) and 226.2 and (2) violation of Lab. Code. § 2698, *et seq.* Defendant denies all liability.

This motion is based on a joint stipulation of class action settlement. There is no opposition to the instant motion. Based on the evidenced submitted in support of the motion the Court rules as follows:

Plaintiff seeks to certify one proposed class for settlement purposes. The parties have stipulated that all of the elements of class certification have been met. (CCP § 382.) The proposed class ("Settlement Class") consists of an estimated 400 individuals ("Settlement Class Members") and is defined as follows:

All current and former truck drivers employed by Defendant in the State of California from August 7, 2017 up through and including March 14, 2019.

The Court preliminarily approves the Settlement Class definition.

The named Plaintiff is preliminary appointed as class representative ("Class Representative").

Polaris Law Group and Hyun Legal, APC are preliminarily appointed as class counsel ("Class Counsel") for purposes of settlement only.

With respect to whether the settlement is fair, adequate, and reasonable the Court finds as follows:

Before approving a class action settlement, the Court must find that the settlement is "fair, adequate, and reasonable." (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244, 245.) "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1802.) The Court considers such factors as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement." (*Id.* at 1801.)

Here, the Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Agreement") provides, among other things, that Defendants will pay a total settlement amount of \$300,00 ("Settlement Payment"). (Agreement § II(DD).) From the Settlement Payment, the Class Representative will receive an additional \$5,000. (*Id.* at § VI.) Class Counsel will receive up to \$100,000 in attorney's fees as compensation for their services and an award of actual litigation costs and expenses not to exceed \$20,000. (*Ibid.*) Administration costs and expenses are estimated to be \$7,500. (*Id.* at § VII.) The Agreement further provides a Private Attorney General Act ("PAGA") allocation of \$25,000 from the Settlement Payment, of which 75% will be distributed to LWDA and 25% will be distributed to Settlement Class Members. (*Id.* at § VI.)

The remaining estimated balance and the portion of the PAGA penalty allocated to Settlement Class Members will combine to create a settlement fund ("Qualified Settlement Fund" or "QSF") for Settlement Class Members in an estimated amount of \$148,750, resulting in a raw average payment of \$381.87 per class member. (Hyun Decl. at ¶ 8.) The actual allocation of the QSF to Settlement Class Members will be based on the number of work weeks a class member worked during the Class Period. (Agreement at

§ XIX(B)(ii).) Each individual Participating Class Member's share will be calculated by dividing that member's number of weeks worked by the total weeks worked by all Participating Class Members and multiplying that number by the Net QSF. (*Ibid.*) The settlement payments will be characterized as 1099 income. (Agreement at § V(C).)

The allocation formula will result in a distribution of 100% of the QSF and the Settlement Payment, with no reversionary interest held by Defendant. Any unclaimed funds 180 days after settlement checks have been mailed to the Participating Class Members will be paid *cy pres* to the following beneficiary: St. Christopher Truckers Development and Relief Fund. (Agreement at § XIX(E).) The court preliminarily approves this beneficiary as consistent with Code of Civil Procedure § 384(b).

The Settlement provides for a third-party claims administrator ("Settlement Administrator") to handle notice to class members and disbursement of settlement funds. (Agreement at § X.) Phoenix Settlement Administrators is approved as the Settlement Administrator.

Defendant will provide the Settlement Administrator with a list of Class Member's and contact information within 20 days of preliminary approval of the Settlement. (Agreement at § XI.) The Settlement Administrator will mail notice to each Class Member within 15 days of receiving the Class Member's information (*Ibid.*) Putative class members will have 60 days following the mailing of notice to submit a written objection, or alternatively, to opt-out by submitting a written and signed Election not to Participate. (*Ibid.*) If more than 10% of the class members opt-out, Defendant will have 15 days to elect to rescind the Agreement. (Agreement at § XII.)

The Court preliminarily finds, subject to the final fairness hearing, that the settlement is entitled to a presumption of fairness and that all relevant factors support preliminary approval. The moving papers demonstrate that the settlement was the product of arms-length bargaining between the parties, negotiations with a mediator present and was reached after sufficient discovery which allowed the parties, and therefore, this Court, to act intelligently with respect to the settlement. The settlement is entitled to a presumption of fairness. (*Dunk*, 48 Cal.App.4th at 1802.) There is nothing before the Court which would overcome the presumption of fairness. Indeed, the settlement provides value to the class members as it provides them with monetary compensation in a manner approximately commensurate with the potential value of their individual claims in light of the risks of continued litigation, and also in light of the ruling in *Brinker Rest. Corp. v. Sup. Court* (2012) 53 Cal.4th 1004.

The notice to putative Class Members may contain a description of the terms of the agreement but must not express an opinion regarding the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164). The proposed Class Notice indicates that "Plaintiff's attorneys ('Class Counsel') believe the Settlement is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Class." (Ex. A to the Agreement at p. 2-3.) This language shall be removed from the proposed Class Notice. Subject to removal of this language, the proposed Class Notice is approved and shall be disseminated to the Class as provided in the Settlement Agreement.

Per request of the parties, the final approval and fairness hearing will commence on or after September 16, 2019.

The order granting preliminary approval of the Settlement shall be effective on the date that all complex case fees have been paid.

Plaintiffs' counsel shall prepare a formal order for the Court's signature pursuant to Rule of Court 3.1312.

## **EXHIBIT “B”**

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**

<b>DO NOTHING</b>	<b>Receive part of the Settlement.</b>  <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>
<b>OPT-OUT</b>	<b>Opt-out or exclude yourself from the Settlement. Get no benefits from it.</b>  <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>
<b>OBJECT</b>	<p><b>Write to the Court about why you object to the Settlement.</b></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
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D. Your Settlement Calculation	Page 3
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III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS	Page 4
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B. Exclude Yourself from the Settlement	Page 4
C. Object to the Settlement	Page 4
IV. FINAL SETTLEMENT APPROVAL HEARING	Page 5
V. ADDITIONAL INFORMATION	Page 5

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 Plaintiff's Attorneys ("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.xxxxxx](http://www.xxxxxx) 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. *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 9<sup>th</sup> 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 9<sup>th</sup> 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](http://www.XXXX.XXXX). If you have any questions, you may contact Class Counsel:

<b>WILLIAM L. MARDER</b> <b>POLARIS LAW GROUP, LLC</b> 501 San Benito Street, Suite 200, Hollister, CA 95023 (831) 531-4214 <a href="mailto:bill@polarislawgroup.com">bill@polarislawgroup.com</a>	<b>DENNIS S. HYUN</b> <b>HYUN LEGAL, APC</b> 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071 (213) 488-6555 <a href="mailto:dhyun@hyunlegal.com">dhyun@hyunlegal.com</a>
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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 "C"**

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**

<b>DO NOTHING</b>	<b>Receive part of the Settlement.</b>  <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>
<b>OPT-OUT</b>	<b>Opt-out or exclude yourself from the Settlement. Get no benefits from it.</b>  <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>
<b>OBJECT</b>	<p><b>Write to the Court about why you object to the Settlement.</b></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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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.

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 Plaintiff's Attorneys ("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 cypres 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.xxxxxx](http://www.xxxxxx) 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. *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

Cardinal Logistics Class Action Settlement Notice

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 9<sup>th</sup> 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 9<sup>th</sup> 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](http://www.XXXX.XXXX). If you have any questions, you may contact Class Counsel:

<b>WILLIAM L. MARDER</b> <b>POLARIS LAW GROUP, LLC</b> 501 San Benito Street, Suite 200, Hollister, CA 95023 (831) 531-4214 <a href="mailto:bill@polarislawgroup.com">bill@polarislawgroup.com</a>	<b>DENNIS S. HYUN</b> <b>HYUN LEGAL, APC</b> 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071 (213) 488-6555 <a href="mailto:dhyun@hyunlegal.com">dhyun@hyunlegal.com</a>
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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**

1 PROOF OF SERVICE

2 I, Megan Tittle, am employed by POLARIS LAW GROUP LLP, in the County of San Benito,  
3 California. I am over the age of 18 and not a party to the within action. My business address is 501 San  
4 Benito Street, Suite 200, Hollister, California 95023.

5 On this date I caused to be served the **[PROPOSED] ORDER GRANTING**  
6 **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**  
7 **SETTLEMENT** the parties in this action, by placing copies of the same in envelopes, addressed as  
follows and delivered in the manner indicated:

8  
9 Drew R. Hansen, Esq.  
10 NOSSAMAN LLP  
11 18101 Von Karman Avenue, Suite 1800  
Irvine, California 92612

12 X (By Mail) I caused each envelope, with postage prepaid to be placed in the United States mail at  
13 Hollister, California. I am readily familiar with the business practices of the firm regarding the collection  
14 and processing of correspondence for mailing with the United States Postal Service. Pursuant to such  
15 business practices, and in the ordinary course of business, all correspondence is deposited with the United  
States Postal Service on the same day it is placed for collection and mailing.

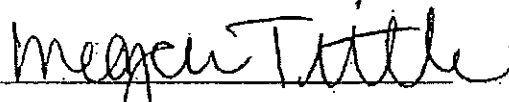
16 \_\_\_ (By Courier) I delivered the envelopes to UPS who contracted to deliver the envelope to the addressee  
17 on the \_\_\_ same day \_\_\_ next day.

18 \_\_\_ (By Hand) I delivered the envelope to addressee.

19 \_\_\_ (By Telecopier) I also caused each document to be sent by telecopier to the fax numbers stated above.  
The transmissions were reported as complete and without error.

20 \_\_\_ (By E-Mail) I caused each document to be send via e-mail to the e-mail stated above via DropBox.  
21 The transmission was reported as complete and without error.

22 I declare under penalty of perjury that the foregoing is true and correct. Executed at Hollister, CA  
23 on June 7, 2019.

24   
25 Megan Tittle  
26  
27  
28