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8 *And Matthew Warren, on Behalf of*
9 *Themselves and Those Similarly Situated*

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

13 FREDERICK SCHULZ, BRANDON
14 WARREN AND MATTHEW WARREN
15 on behalf of himself and all those similarly
16 situated,

16 Plaintiffs,

17 v.

18 DHL EXPRESS (USA), INC., Defendant.
19

20 Defendant.
21

Case No. 3:20-cv-04490-RS

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: September 29, 2022
Hearing Time: 1:30 p.m.
Courtroom: 3, SF Courthouse, 17th Flr.
Judge: Hon. Richard Seeborg

1 IT IS ORDERED that Plaintiffs' Motion for Final Approval is GRANTED.

2 1. The Court hereby confirms certification of the following Class for settlement
3 purposes only: "All persons classified as 'casual employees' who worked as couriers for
4 DHL Express (USA), Inc. in the State of California from April 10, 2016 through February 3,
5 2022."

6 2. The dissemination of the Class Notice in the form and manner ordered by this
7 Court was accomplished as directed, and met the requirements of due process.

8 3. The Court finds that the Class Settlement is fair, reasonable and adequate.

9 4. The parties are directed to implement the terms of the Settlement Agreement.

10 5. Defendant and the Released Parties as defined in the Settlement Agreement
11 are released and discharged from any and all liability with respect to the Released Claims, as
12 defined in the Settlement Agreement.

13 6. The releases set forth in the Settlement Agreement are approved as to the
14 Settlement Class Members and the Class Representatives. The Class Members and Class
15 Representatives are precluded from instituting, commencing, or continuing to prosecute,
16 directly or indirectly, as individuals or collectively, any action against any of the Released
17 Parties that asserts any Released Claims.

18 7. Final judgment of dismissal is hereby entered, with this Court preserving
19 continuing and exclusive jurisdiction over all matters related to the administration and
20 consummation of the terms of the Settlement and enforcement of the Judgment.

21 8. Within twenty-one (21) calendar days after the Final Effective Date of the
22 Settlement (if no appeal of this Order is filed, then the Final Effective Date will be sixty
23 calendar days following the date of this Order), Defendant shall deposit money into an
24 account, through the Settlement Administrator, the amount of \$1,200,000, plus Defendant's
25 portion of payroll taxes in connection with the wages portion of the Net Settlement Amount,
26 and the amount owed to the Settlement Administrator.

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1 9. Within fourteen (14) calendar days of Defendant depositing of the amounts set
2 forth in the preceding paragraph, the Settlement Administrator shall pay all Class Members'
3 settlement shares, and attorney's fees, and enhancement payments, as approved by the Court.

4 10. Within thirty (30) calendar days of Defendant's receipt of an invoice reflecting
5 the costs associated with Settlement Administration from the Settlement Administration
6 following the Final Effective Date, Defendant shall pay the Settlement Administrator for the
7 costs associated with Settlement Administration.

8 11. Class Member Payment Checks that are not cashed within one hundred and
9 eighty (180) calendar days from the date of issuance by the Settlement Administrator will be
10 cancelled. The value of the cancelled Class Member Payment checks shall be transmitted as
11 follows: one-hundred percent (100%) to Legal Aid At Work as the cy pres recipient.

12 12. Within 21 day after the 180-day period expires, the parties shall file a Post-
13 Distribution Accounting, which provides the number of checks mailed to Class Members, the
14 number and value of checks not cashed, the amounts distributed to the cy pres recipient, the
15 administrative costs, the attorneys' fees and costs distributed to Class Counsel, and any other
16 amounts distributed, if any.

17
18 IT IS SO ORDERED.

19
20 Dated: _____

Hon. Richard Seeborg