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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EVERARDO CARRILLO, *et al.*, for
themselves and all others similarly
situated and the general public,

Plaintiffs,

v.

SCHNEIDER LOGISTICS
TRANSLOADING AND
DISTRIBUTION, INC.; PREMIER
WAREHOUSING VENTURES, LLC;
ROGERS-PREMIER UNLOADING
SERVICES, LLC; IMPACT
LOGISTICS, INC., WAL-MART
STORES EAST, LP, and DOES 1-15,
et al.,

Defendants.

Case No. CV 11-8557 CAS (DTBx)

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
FINAL SETTLEMENT
APPROVAL**

Date: September 14, 2015
Time: 10:00 a.m.
Judge: Hon. Christina A. Snyder

1 Additional counsel for plaintiffs:

2

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1 **NOTICE OF MOTION AND MOTION**

2 PLEASE TAKE NOTICE that on September 14, 2015, at 10:00 a.m., or as
3 soon thereafter as the matter may be heard, in Courtroom 5 of the United States
4 District Court for the Central District of California, located at 312 North Spring
5 Street, Los Angeles, California 90012, plaintiffs Everardo Carrillo, *et al.*, will and
6 hereby do move this Court for an order granting final approval of the third and final
7 class action settlement of \$21 million in this case, between plaintiffs (on their own
8 behalf and on behalf of all similarly situated putative class member warehouse
9 workers) and defendants Schneider Logistics Transloading and Distribution, Inc.
10 (“Schneider”), and Wal-Mart Stores East LP (“Walmart”). A true and correct copy
11 of the final Settlement Agreement is attached hereto as Exhibit 1. This settlement is
12 in addition to the two previously approved settlements for a total of \$1.7 million that
13 plaintiffs negotiated with: (1) defendants Premier Warehousing Ventures, LLC and
14 Rogers-Premier Unloading Services, LLC (collectively “Premier”); and 2) defendant
15 Impact Logistics, Inc. (“Impact”). Dkt. #566.

16 Pursuant to Fed. R. Civ. P. 23, plaintiffs request that his Court:

17 1. Certify the following two settlement classes (“Premier Class” and “Impact
18 Class”):

19 Premier Class: All non-exempt employees employed by Premier in any
20 of the warehouses, buildings, or surrounding premises at 4100 and 4250 Hamner
21 Avenue and/or 11900 Riverside Drive in Eastvale (formerly Mira Loma), California
22 at any time from February 19, 2009 through February 24, 2012.

23 Impact Class: All non-exempt employees employed by Impact in any of
24 the warehouses, buildings, or surrounding premises located at 4100 and 4250
25 Hamner Avenue, and/or 11900 Riverside Drive in Eastvale (formerly Mira Loma),
26 California, at any time from 2001 through August 9, 2013.

27 2. Grant final approval to the settlement agreement and distribution plan.
28

1 3. Approve the requested service payments to representatives of the Premier
2 and Impact classes.

3 This motion is made on the grounds that the Settlement is the product of
4 arms-length, good-faith negotiations; is fair and reasonable to the class; and warrants
5 final approval, as more fully discussed in the accompanying memorandum in support
6 of the motion.

7 Plaintiffs' motion is based on this notice of motion and motion; the
8 accompanying memorandum in support of the motion; the settlement agreement
9 previously provided to the Court; the entire Court record in this action; all matters of
10 which the Court may take notice; and such argument as the Court permits at the
11 hearing on this motion.

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13 Dated: August 17, 2015

Respectfully submitted,

14

MICHAEL RUBIN
JONATHAN WEISSGLASS
ERIC P. BROWN
Altshuler Berzon LLP

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16

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THERESA M. TRABER
LAUREN TEUKOLSKY
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GUS T. MAY
MATTHEW E. DECAROLIS
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SANDRA C. MUÑOZ
Law Offices of Sandra C. Muñoz

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23

By: /s/ Theresa M. Traber
 Theresa M. Traber

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Attorneys for Plaintiffs

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Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between plaintiffs and class representatives Everardo Carrillo, Fernando Chavez, Eric Flores, Jose Martinez Arceo, Juan Chavez, Armando Esquivel, Guadalupe Rangel Mendoza, and Jose Enrique Trujillo-Vergara, as individuals and on behalf of all Class Members as set forth herein (jointly “Plaintiffs”), and Defendants Schneider Logistics Transloading and Distribution, Inc. (“Schneider”) and Wal-Mart Stores East, LP (“Walmart”) (collectively, the “Settling Defendants”), subject to the terms and conditions of this Agreement and to the approval of the U.S. District Court in *Everardo Carrillo, et al. v. Schneider Logistics, Inc. et al.*, Central District of California Case No. CV 11-08557 CAS (DTBx).

This Agreement is intended to fully, finally, and forever settle, release, resolve, and bar all of Plaintiffs’ individual, representative, and putative class claims released herein as against Defendants Schneider and Walmart and all other Released Parties as defined in this Agreement. This settlement does not settle or resolve whatever indemnity claims and/or rights Defendants Schneider and Walmart may have as to Defendant Impact Logistics, Inc. (“Impact”) and/or Defendants Premier Warehousing Ventures, LLC and/or Rogers-Premier Unloading Services, LLC (jointly “Premier”), or any other claims of the parties not explicitly released herein.

I. THE LITIGATION

1. This proposed class and collective action was filed on October 17, 2011. Plaintiffs' First Amended Complaint was filed on October 28, 2011, asserting 16 claims for relief, including *inter alia* minimum wage, overtime, damages and penalties claims under the Fair Labor Standards Act ("FLSA") and California Labor Code and Wage Orders, as well as claims for false and fraudulent wage practices, for alleged violations of recordkeeping and disclosure obligations, and for allegedly unlawful retaliation, all in connection with defendants' operations in the Mira Loma Warehouses. Plaintiffs' First Amended Complaint named as defendants Schneider Logistics Transloading and Distribution, Inc., Schneider Logistics, Inc., Premier Warehousing Ventures, LLC, Rogers-Premier Unloading Services, LLC and Impact Logistics, Inc.

2. On January 31, 2012, the Court conditionally certified the Action as a collective action pursuant to 29 U.S.C. §216(b) with respect to Plaintiffs' claims under the Fair Labor Standards Act ("FLSA") and ordered that notice be sent to all similarly situated workers who worked directly for Premier or Impact at any time since January 1, 2001 – when Impact first employed workers in these Mira Loma Warehouses. By the end of the notice and opt-in period, approximately 270 Premier and Impact Class Members had filed Consent to Sue forms asserting their FLSA claims in this Action.

3. On November 29, 2012, the Court entered an order granting Plaintiffs leave to file a Second Amended Complaint to remove a named Plaintiff, add plaintiffs Armando Esquivel, Guadalupe Rangel Mendoza, and Jose Enrique Trujillo-Vergara, modify the class definitions, add subclasses, and modify certain factual allegations.

4. On January 10, 2013, the Court granted Plaintiffs' motion to file a Third Amended Complaint, which added Walmart Stores, Inc. as a defendant, and alleged additional theories of civil liability, including a cause of action against Walmart for negligence. On April 8, 2013, the Court entered a stipulated order amending the Third Amended Complaint to substitute Walmart Stores East, LP for Walmart Stores, Inc. On July 19, 2013, the Court entered a stipulated order amending the Third Amended Complaint to dismiss defendant Schneider Logistics, Inc.

5. As part of and in connection with the Action, Schneider filed cross-claims against Premier and Impact asserting claims for relief for contractual indemnity, equitable indemnity, and breach of contract and implied contractual indemnity. Premier and Impact, in turn, filed cross-claims against Schneider, asserting causes of action for equitable indemnity, comparative indemnity and contribution, and declaratory relief.

6. In response to Plaintiffs' complaints, all Defendants filed answers denying the substantive allegations against them and asserting various affirmative

defenses. Specifically, Schneider and Walmart denied and continue to deny that they are or ever have been Plaintiffs' joint employers.

7. On or about March 21, 2014, Plaintiffs, Schneider, and Walmart agreed to mediate this case with an experienced mediator, David Rotman of Gregorio, Haldeman & Rotman, in San Francisco. Plaintiffs, Schneider, and Walmart participated in a full day of mediation with Mr. Rotman on April 17, 2014, but were unable to settle at that time. A further mediation with Mr. Rotman was held on April 30, 2014. On the second day of mediation, the parties reached a settlement in principle of Plaintiffs' claims against Schneider and Walmart, which settlement was memorialized in a Memorandum of Understanding and was expressly made subject to the preparation, execution, and Court approval of a formal written settlement agreement.

8. Without admitting or conceding any liability or damages whatsoever, Schneider and Walmart have entered into this Settlement to fully, finally, and forever resolve this litigation as to the Plaintiffs' individual, representative, and putative class claims against them. Schneider and Walmart deny and continue to deny that they have engaged in any misconduct in connection with their operations at the Mira Loma Warehouses, including denying that any wage and hour or other violations occurred, or that either Schneider or Walmart have any liability, as joint employers or otherwise, or that they have engaged in wrongdoing of any kind in connection with the claims alleged in the Action.

9. Having engaged in extensive investigation, discovery, motion practice, formal mediation, and arms-length settlement negotiations, the Class Representatives and Class Counsel have concluded that the terms of the Settlement set forth herein are fair, reasonable, and adequate, that the Settlement represents a good-faith settlement under California law, and that settlement on these terms is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of continuing litigation and the defenses asserted in the case.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1. Action. The “Action” means the civil action entitled *Everardo Carrillo, et al. v. Schneider Logistics, Inc., et al.*, filed in the United States District Court for the Central District of California, Case No. CV 11-08557 CAS (DTBx), as pending, including without limitation, Plaintiffs’ Third Amended Complaint, filed January 11, 2013. Because this Settlement only settles, releases, and bars claims against the Settling Defendants and Released Parties as defined herein, references to the Action shall not be construed as modifying or affecting in any way the two separate settlements entered into between Plaintiffs, on the one hand, and (a) Defendant Impact Logistics, Inc. (“Impact”), and/or (b) Premier

Warehousing Ventures, LLC and Rogers-Premier Unloading Services, LLC (collectively, “Premier”), on the other.

2. Agreement. “Agreement” means this Settlement Agreement and all exhibits attached hereto.

3. Authorized Claimant. “Authorized Claimant” means any Settlement Class Member who is entitled to a Settlement Payment from the Net Settlement Fund in accordance with the provisions of this Agreement.

4. Claim Forms. “Claim Forms” means the two proof-of-claim forms agreed to by the Parties and to be approved by the Court. Copies of the Claim Forms are attached hereto as Exhibit A.

5. Claims Administrator. “Claims Administrator” means the following claims administrator mutually designated by the Parties to this Agreement and subject to approval by the Court: RG2 Claims Administration LLC.

6. Class Counsel or Plaintiffs’ Attorneys. “Class Counsel” and/or “Plaintiffs’ Attorneys” jointly refer to Traber & Voorhees, Altshuler Berzon LLP, Bet Tzedek Legal Services, and the Law Offices of Sandra C. Muñoz.

7. Class/Class Members. The “Class” and/or “Class Members” means all Premier Class Members, Impact Class Members, and FLSA Opt-in Plaintiffs, as described in Paragraphs II.15, II.17 and II.22, below.

8. Class Notices. “Class Notices” means the two forms of notice to the Class that explain the Agreement and the Class Members’ rights and obligations and that shall be sent to the Class following preliminary approval of the Settlement, and that shall, *inter alia*, explain the procedures for submitting a valid claim, filing an objection to the Settlement, and opting out of the Settlement. The first form of Class Notice shall be sent to all Class Members *except* those who were employed by Schneider on April 30, 2014 and who are still employed by Schneider as of the date of Preliminary Settlement Approval, which latter group of Class Members shall receive the second form of Class Notice. *See* Paragraph IV.4(a). The Class Notices shall be translated into Spanish by a court-certified and approved interpreter, and the reasonable cost of translation, subject to the Settling Defendants’ reasonable approval thereof before being incurred, shall be an acceptable settlement administration expense incurred by the Claims Administrator. The proposed Class Notices are attached hereto as Exhibit B and are subject to Court approval and revisions by the Court.

9. Class Period. “Class Period” means the following: (a) for Premier Class Members and any FLSA Opt-in Plaintiffs who were directly employed by Premier, it is the period beginning on February 19, 2009, and ending on February 24, 2012, the date when Premier ceased its operations at the Mira Loma Warehouses; and (b) for Impact Class Members and any FLSA Opt-in Plaintiffs who were directly employed by Impact, it is the period beginning on January 1,

2001 and ending on August 9, 2013, the date when Impact ceased its operations at the Mira Loma Warehouses.

10. Class Representatives. “Class Representatives” means named plaintiffs Everardo Carrillo, Fernando Chavez, Eric Flores, Jose Martinez Arceo, Juan Chavez, Armando Esquivel, Guadalupe Rangel Mendoza, and Jose Enrique Trujillo-Vergara.

11. Court. The “Court” means the United States District Court for the Central District of California.

12. Effective Date. “Effective Date” of this Agreement means the date of final approval of the settlement. If no objections are filed to the settlement, the Effective Date shall be the date the Court enters an order of final approval of the settlement. If objections are filed and overruled and no appeal is taken of the approval, the Effective Date shall be 30 days after the district court enters an order of final approval. If an appeal is taken from the district court’s overruling of objections to the settlement and/or from the Final Approval Order (other than an appeal limited solely to a challenge to the denial or reduction in the amount of requested attorneys’ fees and litigation expenses, *see* Paragraph IV.15, below), the Effective Date shall be 30 days after the appeal is withdrawn or after all appellate review thereof is exhausted and an appellate decision exhausting such review and affirming the final approval decision becomes final. No money shall be

distributed by the Claims Administrator unless and until the Effective Date occurs, except as otherwise expressly provided in this Agreement.

13. Final Approval Hearing. “Final Approval Hearing” means the hearing conducted by the Court, following Class Notice, to determine whether to enter final approval and order implementation of the terms of this Agreement.

14. Final Approval Order. “Final Approval Order” means the order issued by the Court granting final approval of the Settlement.

15. FLSA Opt-in Plaintiff(s). “FLSA Opt-in Plaintiff(s)” means each Class Representative, Class Member, and/or any other person who validly opted into the collective action portion of the Action asserted and maintained under the Fair Labor Standards Act (“FLSA”).

16. Gross Settlement Amount. “Gross Settlement Amount” means the maximum total payment of Twenty-One Million Dollars and No Cents (\$21,000,000.00) to be paid by Schneider under the terms of this Agreement.

17. Impact Class Members. “Impact Class Members” includes all non-exempt workers hired and directly employed by Defendant Impact Logistics, Inc., to work in the Mira Loma Warehouses, at any time from January 1, 2001 through August 9, 2013, as determined through the administration of Plaintiffs’ separate court-approved Premier-Impact Settlements; except that without limiting the scope of their claims released under this Agreement, Impact Class Members who also worked for Impact in the Mira Loma Warehouses as a manager or

supervisor (non-lead) shall not be entitled to compensation under this Settlement for workweeks employed in such management capacity. Without limiting the scope of the foregoing class definition, “Impact Class Members” includes a subclass of all Impact Class Members who opted in or are otherwise lawfully included within the collective action portion of the Action that is asserted and maintained under the Fair Labor Standards Act (“FLSA”). For the purpose of minimizing the costs of claims administration, the Claims Administrator will be instructed to use the corrected databases developed during administration of the separate court-approved Premier-Impact Settlements in determining Impact Class Member identities and contact information and administering this Settlement.

18. Mira Loma Warehouses. The “Mira Loma Warehouses” means any or all of the warehouses, buildings, and surrounding premises that have been located at 4100 and 4250 Hamner Avenue, and/or 11900 Riverside Drive and other nearby addresses in Eastvale (formerly Mira Loma), California, owned or leased by Walmart at any time from January 2001 to the present, and operated by Schneider and/or any other logistics companies under service contracts with Walmart.

19. Net Settlement Fund. The “Net Settlement Fund” means the Gross Settlement Amount, less the amounts of all Court-approved: (a) costs of the Claims Administrator; and (b) Class Counsel’s attorneys’ fees and litigation expenses, as more fully described in Paragraph III.6, below.

20. Parties. “Parties” shall mean the parties to the Agreement, specifically, Class Representatives, individually and on behalf of all Class Members, and the Settling Defendants.

21. Preliminary Approval Order. “Preliminary Approval Order” means the order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement, including, without limitation, the manner and content of notice provided to the Class.

22. Premier Class Members. “Premier Class Members” includes all non-exempt workers hired and directly employed by Defendants Premier Warehousing Ventures, LLC and/or Rogers-Premier Unloading Services, LLC, to work in the Mira Loma Warehouses at any time from February 19, 2009 through February 24, 2012, as determined through the administration of Plaintiffs’ separate court-approved Premier-Impact Settlements; except that without limiting the scope of their claims released under this Agreement, Premier Class Members who also worked for Premier in the Mira Loma Warehouses as a manager or supervisor (non-lead) shall not be entitled to compensation under this Settlement for workweeks employed in such management capacity. Without limiting the scope of the foregoing class definition, “Premier Class Members” includes: (a) a subclass of all Premier Class Members who opted in or are otherwise lawfully included within the collective action portion of the Action that is asserted and maintained under the Fair Labor Standards Act (“FLSA”); and (b) a subclass of all

employees directly employed by Premier at any time from November 18, 2011 (when Premier informed its then-employed direct employees of those employees' upcoming termination) through February 24, 2012 (when Premier ceased its operations at the Warehouses). For the purpose of minimizing the costs of claims administration, the Claims Administrator will be instructed to use the corrected databases developed during the administration of the separate court-approved Premier-Impact settlements in determining Premier Class Member identities and contact information and administering this settlement.

23. Premier-Impact Settlements. "Premier-Impact Settlements" refers jointly to the proposed class settlement between Plaintiffs and Premier and the proposed class settlement between Plaintiffs and Impact, both of which were preliminarily approved by the Court in this Action on March 24, 2014, and granted final approval on September 22, 2014.

24. Released Parties. "Released Parties" means Schneider Logistics Transloading and Distribution, Inc., and Walmart Stores East, LP and their respective past and present affiliated companies, parents, subsidiaries, related companies and business concerns, and each of them, as well as each of their past and present insurers, partners, trustees, directors, shareholders, officers, members, managers, owners, agents, attorneys, servants, supervisors, and employees, past and present, and each of them, including without limitation Schneider National, Inc.

25. Settlement. “Settlement” shall mean and refer to the terms of this Agreement to settle the claims as set forth and embodied in this Agreement.

26. Settlement Class/Settlement Class Member(s). “Settlement Class” or “Settlement Class Member” means and includes each Class Member who has not validly opted out of this Settlement as set forth herein. “Settlement Class” means the class of all Settlement Class Members.

27. Settlement Payment. “Settlement Payment” means the payment to an Authorized Claimant under the terms of this Agreement as part of the Settlement of the Action and distribution of the Net Settlement Fund.

28. Settlement Share. “Settlement Share” refers to the percentage of the Net Settlement Fund allocated to each Authorized Claimant using the Parties’ agreed-upon point system for valuing each Authorized Claimant’s workweeks during the Class Period, as is explained more fully in Paragraph V.1, below.

29. Settling Defendants. “Settling Defendants” means defendants Schneider Logistics Transloading and Distribution, Inc. and Walmart Stores East LP.

III. SETTLEMENT TERMS

For and in consideration of the mutual covenants herein, the Parties agree, subject to Court approval and conditional class certification for settlement purposes only, that Class Members’ claims against Schneider and Walmart shall

be, and are finally and fully compromised and settled, on the terms and conditions set forth herein:

1. Gross Settlement Amount. Subject to conditional class certification for settlement purposes only and Court approval, and in consideration for the releases described in this Agreement, Schneider shall pay up to the Gross Settlement Amount to resolve Class Members' claims against the Settling Defendants on the terms described more fully below. The Gross Settlement Amount shall be used, as specified herein, to: (a) make the Settlement Payments to all Authorized Claimants; (b) pay any Court-approved Class Representative Enhancements; (c) pay any Court-approved award of attorneys' fees and expenses, as described in Paragraph III.3, below; (d) make a payment of civil penalties to the California Labor and Workforce Development Agency ("LWDA"); (e) pay Schneider's Employer Taxes due on the Settlement Payments to all Authorized Claimants, to the extent funds remain available in the Gross Settlement Amount after all other payment obligations under this Agreement have been satisfied; and (f) pay the cost of the Claims Administrator in providing notice to the Class, processing claims and exclusion requests, and performing other settlement administration in accordance with the terms of this Agreement. An amount up to, but in no event more than, the Gross Settlement Amount shall be funded and distributed in accordance with and subject to the terms of this Agreement. Under no circumstances shall Schneider ever be required to pay more

than this amount, plus the amount of the Appellate Fee Order as specified in Paragraph III.19 below, in total to all obligees in performing its obligations under this Agreement. Under no circumstances, including but not limited to Schneider's non-performance of any of its obligations under this Agreement, shall Walmart be required under any order by the Court approving the Settlement to pay any amount into the Gross Settlement Amount or to pay any amount to Plaintiffs' counsel, or to any other person or entity, constituting or representing a share of attorneys' fees and expenses.

2. Class Representative Enhancements. Plaintiffs' Attorneys represent that they will seek Court approval of Class Representative Enhancements of up to not more than Five Thousand Dollars (\$5,000) for each Class Representative who submits a timely Claim Form or is otherwise an Authorized Claimant. The Settling Defendants shall not oppose such an application for Class Representative Enhancements. The Class Representative Enhancements are to be paid from the Gross Settlement Amount in connection with the Settlement described in this Agreement. The Court's refusal to award any or all of the Class Representative Enhancements, either at all or in the amounts requested by Plaintiffs' Attorneys, shall not be grounds for terminating this Agreement.

3. Attorneys' Fees and Litigation Expenses. Plaintiffs' Attorneys represent that they will file an application seeking Court approval of an award of reasonable attorneys' fees in the amount of up to and not more than thirty-three

percent (33%) of the Gross Settlement Amount, which is an amount up to and not more than Six Million Nine Hundred Thirty Thousand Dollars (\$6,930,000), for all work performed by Class Counsel and former Plaintiffs' counsel Janet Herold in connection with the Action, including any past or future appellate work, and for reasonable litigation expenses of up to Two Hundred Ten Thousand Dollars (\$210,000.00). The Settling Defendants shall not oppose any application by Plaintiffs' Attorneys for attorneys' fees and expenses up to the amounts stated above, and in no event will Plaintiffs' Attorneys' application(s) exceed those amounts. To the extent that the Court does not approve the full amounts of attorneys' fees and/or litigation expenses described in this Agreement, the amounts not awarded shall become part of the Net Settlement Fund. The Court's refusal to award the amounts for fees and expenses requested by Plaintiffs' Attorneys as set forth above shall not be grounds for terminating this Agreement. In no event shall Walmart bear any responsibility for payment of whatever fees and expenses are approved and awarded by the Court or stipulated between and among the parties.

4. Payment to the LWDA. The Parties agree that, subject to the Court's approval, a total of up to One Hundred Fifty Thousand Dollars (\$150,000) of the Gross Settlement Amount shall be designated as civil penalties under the California Labor Code Private Attorneys General Act ("PAGA") and paid to the LWDA. This payment to the LWDA shall be made out of the Gross Settlement

Amount in connection with the Settlement described in this Agreement. Any higher amount and/or different funding source required by the Court for payment to the LWDA in connection with the approval of this Agreement shall be grounds for either of the Settling Defendants to terminate this Agreement.

5. Claims Administration. Subject to the Court's approval, the Claims Administrator shall give notice to the Settlement Class Members and administer this Settlement. The Parties agree that the costs of the Claims Administrator in providing notice to the Class, processing claims and exclusion requests, and performing other settlement administration in accordance with the terms of this Agreement shall be paid out of the Gross Settlement Amount, in an amount not to exceed \$32,000.00, for which Class Counsel have obtained a binding commitment from the Claims Administrator to perform all settlement and claims administration services as described in this Agreement.

6. Net Settlement Fund: The Net Settlement Fund shall be calculated as set forth in Paragraph II.19, above. In the event that the Court awards or approves less than amounts described in this Agreement for Class Representative Enhancements, the payment to the LWDA, Class Counsel's attorneys' fees and litigation expenses, and/or the costs of notice and claims administration costs, the difference shall be added to the Net Settlement Fund and made available for distribution to the Settlement Class Members.

7. Minimum Settlement Amount. Settlement Payments to Authorized Claimants shall be made from the Net Settlement Fund based on the dollar value of each Authorized Claimant's Settlement Share, as calculated by the Claims Administrator in the manner specified in this Agreement and approved by the Court. In no event shall the total distribution of Settlement Payments to all Authorized Claimants out of the Net Settlement Fund plus the amounts of the paid Class Representative Enhancements plus the payment to the LWDA be less than the dollar value of forty-five percent (45%) of the total Net Settlement Fund, which is called the "Minimum Settlement Amount." To the extent that the dollar value of the total Authorized Claimant Settlement Shares, as calculated by the Claims Administrator plus the amounts of the paid Class Representative Enhancements plus the payment to the LWDA is less than the Minimum Settlement Amount, Authorized Claimants will share in the entire remainder of the Minimum Settlement Amount on a pro rata basis based on their calculated Settlement Shares.

8. Authorized Claimants' Settlement Shares. The Claims Administrator shall calculate the Settlement Shares of each Authorized Claimant by using the Parties' agreed-upon point system for valuing each Authorized Claimant's workweeks during the Class Period. As is explained in Paragraph V.1, below, this point system allocates the fewest points to each workweek during the "Tolling Period" and "Post-Injunction Period," more points to each workweek in

the “UCL Period,” and the greatest number of points to each workweek in the “PAGA Period,” and adds an additional point for certain workweeks if the Class Member is an FLSA Opt-in Plaintiff. Each Authorized Claimant’s Settlement Share shall be determined by calculating his/her total points and then computing his or her proportion of the total points available to all Settlement Class Members. The total points available shall be calculated by using the Court-approved point system to value all the workweeks worked by all Settlement Class Members during the Class Period, which shall not include any points that would be allocated to any Class Members who opt out of the Settlement.

9. Settlement Payments to Authorized Claimants. Each Authorized Claimant shall receive a Settlement Payment comprised of the Authorized Claimant’s Settlement Share of the Net Settlement Fund based on his or her Settlement Share.

10. Allocation of Each Settlement Payment and Tax Issues. Each Settlement Payment made to an Authorized Claimant, other than a Class Representative Enhancement, shall be allocated as follows: (a) forty percent (40%) shall be allocated to wages (inclusive of the employee’s share of payroll taxes, deductions, and contributions); (b) twenty percent (20%) shall be allocated to interest; and (c) forty percent (40%) shall be allocated to civil or statutory penalties or liquidated damages attributable to the Released Class Claims (as defined below). The portion of each Settlement Payment that is attributed to

wages shall be reported by the Claims Administrator to government taxing authorities on Form W-2 prepared by the Claims Administrator and applicable withholdings shall be taken. The portions of each Settlement Payment that are attributed to interest, penalties, and damages shall be reported by the Claims Administrator to government taxing authorities as miscellaneous income on Form 1099 and no withholdings shall be taken. The Parties agree that no taxes shall be withheld from Class Representative Enhancements or Plaintiffs' Attorneys' Fees and Costs, which shall also be reported by the Claims Administrator to government taxing authorities on a Form 1099 issued to the Class Representatives and Plaintiffs' Attorneys, respectively. The Claims Administrator shall coordinate and cooperate with the Settling Defendants to ensure that all tax withholdings and deductions made in administering the Settlement that are attributable to them are done in accordance with all applicable government regulatory requirements.

Schneider's share of payroll taxes, deductions, and contributions ("Employer's Taxes") shall be paid out of the remainder of the Net Settlement Fund that is not payable to Authorized Claimants for their Settlement Payments under the terms of this Agreement, to the extent there are funds remaining to cover all or part of such Employer Taxes and without increasing the Gross Settlement Amount maximum funding and payment obligations under this Agreement.

11. No Injunctive Relief. The Parties agree that, as part of this Settlement, they will request that the Court dissolve any and all preliminary injunctions currently in force. The Parties agree and understand that this Settlement fully resolves any and all claims Plaintiffs may have, as of the date this Agreement is executed, for declaratory or injunctive relief in connection with the allegations asserted in this Action, and that no such relief will be in effect or binding after final approval of this settlement. Although not part of any order or judgment to be entered by the Court in connection with this Settlement, and without waiver or limitation of any other rights of Plaintiffs and Authorized Claimants regarding the same, Settling Defendants agree that no Class Member will be unlawfully retaliated against for participating in this Settlement; provided, however, that nothing herein shall in any way preclude or limit the imposition of otherwise permissible disciplinary action on any Class Member who is a current employee of either of the Settling Defendants if at the time of its imposition that discipline was or is imposed for lawful reasons.

12. Settlement Class Member Releases.

(a) Upon final settlement approval, each Settlement Class Member, regardless of whether that member submitted a timely Claim Form, and the LWDA (to the extent permitted by applicable law) will release the Released Parties from any and all claims, debts, liabilities, or causes of action that accrued during the Class Period to the extent that they were alleged in the Action, arise out

of or are related to the allegations and claims that were asserted in the Action, and/or could have been asserted based on the facts, matters, transactions, or occurrences alleged in any of the complaints filed in the Action, including without limitation the Third Amended Complaint, whether under federal law (except the FLSA other than as to Authorized Claimants), state law, or common law, including, without limitation, any violation of the California Labor Code and/or any California Industrial Welfare Commission Wage Order alleged or referred to in the Action or which could have been alleged or referenced. The claims released shall be referred to herein as the “Released Class Claims,” and include any claims that accrued during the Class Period for unpaid wages of any type, unpaid overtime, unpaid commissions, unpaid premium pay, damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. Other than for Authorized Claimants, “Released Class Claims” does not include any claims arising under the FLSA that require, by law, a person to opt into an action to be able to assert such a claim, as the release of such claims is specifically addressed separately herein.

(b) It is further understood and agreed by the Parties, and each of them, that as a condition of this Agreement, each Settlement Class member, regardless of whether that member submitted a timely Claim Form, hereby expressly waives and relinquishes any and all claims, rights, or benefits that such Settlement Class

Member may have under California Civil Code section 1542 with respect to the Released Class Claims, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.”

In connection with such waiver and relinquishment, all Settlement Class Members, and each of them, hereby acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that they expressly agree to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may have existed during the Class Period based on, arising out of or related to the allegations that were alleged in the Action or could have been alleged based on the facts, matters, transactions, or occurrences alleged in any of the complaints filed in the Action, including without limitation in the Third Amended Complaint, on their behalf against the Settling Defendants. The Parties, and each of them, further acknowledge, understand, and agree that this representation and commitment is essential to each of the other Parties and that this Agreement would not have been entered into were it not for this representation and commitment.

13. FLSA Released Claims. Upon final settlement approval, all FLSA Opt-in Plaintiffs, as defined herein, and all Authorized Claimants (who will be deemed to have opted into the collective action portion of the Action by submitting a timely Claim Form in accordance with the terms of this Agreement as approved by the Court) will release the Released Parties from any and all claims for relief under the FLSA, whether known or unknown, which any FLSA Opt-in Plaintiff or Authorized Claimant had or has against the Released Parties or any of them for any acts or omissions occurring during the Class Period, that are alleged in the Action, arise out of the facts, matters, transactions, or occurrences involved in or related to the Action, or which could have been alleged as separate claims, causes of action, lawsuits or other theories of relief in this Action. The claims released shall be referred to herein as the “FLSA Released Claims” and shall include all types of relief available under the FLSA with respect to any claims for unpaid wages, unpaid overtime, unpaid commissions, unpaid premium pay, damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief; provided, however, that if the Court does not approve the release of FLSA claims by FLSA Opt-In Plaintiffs and/or by Authorized Claimants who submit a valid Claim Form but who had not previously opted into the FLSA collective action in the Action, such persons shall not be deemed to have granted releases with respect to any FLSA Released Claims, and

the releases in this Agreement shall otherwise remain valid and enforceable in their entirety, and the Agreement shall otherwise remain valid and enforceable in its entirety, unless either of the Settling Defendants exercise their right to terminate this Agreement due to such non-approval by the Court. In the event such non-approval occurs and the Settling Defendants do not terminate this Agreement, the Settlement Payments to such Authorized Claimants shall not include any portion of their Settlement Shares allocated to FLSA claims, and the Gross Settlement Amount shall be reduced by the total amount thereof allocated to FLSA claims. Class Representatives and Class Counsel do not and shall not oppose or otherwise object to all Authorized Claimants who submit a valid Claim Form from releasing FLSA Released Claims as provided herein.

14. Mutual Releases by Class Representatives and Settling Defendants.

(a) The Class Representatives, and each of them, represent and warrant that, except for the claims set forth in the Third Amended Complaint in this Action, they do not currently have on file, and further represent that they will not hereafter file any grievances, complaints, or actions against the Settling Defendants with any arbitrator, or with any board, administrative agency, or court, based upon any actions occurring during the Class Period, unless otherwise permitted by law.

(b) Except as otherwise provided herein, in consideration for the promises set forth above, the Class Representatives, and each of them, on the one

hand, and the Settling Defendants, and each of them, on the other hand, for themselves and their respective agents, heirs, predecessors, successors, assigns, representatives and attorneys, and each of them, do hereby mutually waive, release, acquit and forever discharge each other and the Released Parties, from any and all employment-related claims, actions, charges, complaints, grievances and causes of action of whatever nature, whether known or unknown, which exist or may have existed during the Class Period on behalf of each Class Representative and Settling Defendant, respectively, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the California Wage Orders, other state wage and hour laws, Americans with Disabilities Act, Age Discrimination in Employment Act (ADEA), Employee Retirement Income Security Act, Title VII, California Fair Employment and Housing Act, California Family Rights Act and Family Medical Leave Act, California Whistleblower Protection Act), California Business & Professions Code section 17200, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, and

any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

(c) It is further understood and agreed by the Class Representatives and Settling Defendants, and each of them, that as a condition of this Agreement, they each hereby expressly waive and relinquish any and all employment-related claims, rights or benefits that they may have under California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.”

In connection with such waiver and relinquishment, the Class Representatives and Settling Defendants, and each of them, hereby acknowledge that they or their attorneys may hereafter discover employment-related claims or facts in addition to, or different from, those which they now know or believe to exist, but that they expressly agree to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may have existed during the Class Period on their behalf against each other, including any and all claims relating to or arising from the Class Representatives' direct employment with Premier and/or Impact. The Class Representatives and Settling Defendants, and each of them, further acknowledge, understand, and

agree that this representation and commitment is essential to each of them and that this Agreement would not have been entered into were it not for this representation and commitment.

15. Indemnity Claims Reserved. By this Agreement, the Settling Defendants do not intend to settle, release, or resolve any type of indemnity or other claims or rights either may have as against each other, Impact and/or Premier, and the Parties agree that this Agreement is without prejudice to the assertion of any such claims or rights by either of the Settling Defendants, except as may be set forth in any separate written agreements on the subject, which are not and will not be modified or affected by this Agreement.

16. Stipulated Settlement Class. For purposes of settlement only, the Parties stipulate that a class comprising all Class Members may be certified under Rule 23 of the Federal Rules of Civil Procedure, and that all of the prerequisites for establishing class certification for this limited purpose have been met. For purposes of settlement only, the Parties also stipulate that all Class Members are similarly situated within the meaning of 29 U.S.C. §216(b).

17. Execution of the Agreement. This Agreement shall become enforceable in accordance with its terms upon its execution by: (a) one or more Impact Class Representatives; (b) one or more Premier Class Representatives; (c) the Settling Defendants; (d) Class Counsel; and (e) Settling Defendants' respective counsel. The Parties intend this agreement to be admissible and

binding, but fully understand that no settlement can be effectuated on behalf of the plaintiffs or the Class without the final approval of the Court in this Action.

18. Effect of Court Order Granting or Denying Approval in Whole or in Part. Upon full execution of this Agreement, the Parties shall take all necessary steps to obtain Preliminary and Final Approval of the Settlement. As part of the process of obtaining final approval of the Settlement, the Parties agree to seek dismissal with prejudice of the Settlement Class Members' claims against the Settling Defendants. If the Court gives final approval to the Settlement, the Action shall be dismissed with prejudice as between Plaintiffs and the Settling Defendants within fourteen (14) days after the Effective Date.

If the Court does not approve this Agreement as presented herein, the Agreement shall terminate and be of no force or effect, unless the Parties agree in writing to modify this Agreement in the manner necessary to obtain Court approval. This Agreement shall not terminate should the Court elect to reduce the amounts of attorneys' fees, litigation expenses, Class Representative Enhancements, and/or the payment to the LWDA.

19. Payment of Appellate Fee Order. Not later than ten (10) days after the filing of Plaintiffs' motion for preliminary approval, Schneider shall pay Plaintiffs' Attorneys the award of attorneys' fees and costs in the amount of \$178,000.98, as ordered by the Ninth Circuit Court of Appeals on April 21, 2014 (the "Fee Award"), in full and final satisfaction of any and all amounts owed or

claimed to be owed in connection therewith, and Plaintiffs' Attorneys shall provide Schneider with a properly prepared and signed acknowledgment of full satisfaction of the Fee Award immediately upon such payment. Payment of the Fee Award by Schneider shall be separate from and in addition to any payments that Schneider may be required to make to fund the Gross Settlement Amount pursuant to this Agreement. With the exception of such Fee Award, Schneider shall not be required under any circumstances to pay more than the total Gross Settlement Amount in performing its obligations under this Agreement.

IV. PRELIMINARY AND FINAL APPROVAL, CLASS NOTICE, AND CLASS MEMBER RESPONSES

As part of this Agreement, the Parties agree to the following procedures for obtaining the Court's preliminary and final approval of the Settlement, certifying the Class for purposes of settlement only, notifying Class Members, and addressing Class Member responses to Class Notice.

1. Request for Preliminary Approval Order. Upon full execution of this Agreement, the Parties shall take all necessary steps to obtain the Court's preliminary approval of the Settlement. Within thirty (30) days following execution of this Agreement by the Parties, Class Counsel shall file with the Court a motion seeking preliminary approval of the Settlement by the Court, approval of the Class Notices to be sent to the Class Members ("Class Notices," attached hereto as Exhibit B), approval of the Claim Forms ("Claim Forms," attached

hereto as Exhibit A), approval of an opt-out method, approval of the method of giving Class Notice as set forth in this Agreement, appointment of the Claims Administrator, approval of a deadline for Plaintiffs to file a Motion for Final Approval, and the setting of a hearing date for final approval of the Settlement Agreement and hearing any objections to the settlement. Plaintiffs shall seek to certify the Class for settlement purposes only, as defined above. The Settling Defendants shall not oppose such motion, and shall cooperate in good faith with Plaintiffs to the extent necessary to file such motion. Plaintiffs shall provide the Settling Defendants with a draft of their Motion for Preliminary Approval of the Settlement for their review and comments not less than seven (7) days before it is filed.

2. Notice of Settlement to Appropriate Government Officials. Within ten (10) calendar days after the filing of a motion for preliminary approval of the Settlement with the Court, the Settling Defendants shall provide appropriate notice of the Settlement to appropriate state and federal officials in conformance with the Class Action Fairness Act.

3. Class Notice. Notice of the Settlement shall be provided to all Class Members. The Parties believe and agree that the following procedures for such notice provide the best practicable notice to Class Members.

(a) The Parties intend that reasonable means be used to maximize the probability that all Class Members shall receive the Class Notices and Claim

Forms, as approved by the Court. To this end, the Claims Administrator shall use the class member information compiled during the administration of the Premier-Impact Settlements as a starting point for preparing the Claim Forms and for notifying Class Members of the Settlement. This Class Member information includes each Class Member's full name; last known address; last known telephone number(s); Social Security Number; and hire and termination dates, all as provided by Premier and Impact to the Claims Administrator and modified, corrected, or updated during the administration of the Premier-Impact Settlements. To the extent the Parties have any additional or updated contact information for any Class Member, the Parties shall provide the Claims Administrator with such information before the initial mailing and periodically as new information is obtained.

(b) The Claims Administrator shall be responsible for updating the Premier-Impact Settlements website maintained at the URL www.warehousesettlement.com by posting thereon downloadable versions of: (i) this Agreement; (ii) the Class Notices; (iii) a blank Claim Form along with instructions for filling out such a blank form; (iv) the Court's order granting preliminary approval and/or final approval; (v) Plaintiffs' motion for attorneys' fees and expenses; and (vi) any other matters agreed to by the Parties and/or ordered by the Court. The Settlement website shall not be used for the submission of Claim Forms, Objections, or Opt-out notices.

(c) The Claims Administrator shall be responsible for preparing, printing, and mailing to all Class Members the Class Notices and Claim Forms attached to this Agreement, as approved and directed by the Court, along with a properly addressed return envelope. The Claim Forms prepared for each Class Member shall be individualized and shall state the number of covered weeks the Class Member worked during the Class Period, along with the start and end date(s) for his or her tenure as a direct employee for Impact and/or Premier. Each individualized Claim Form sent to a Class Member shall include a statement of the Class Member's estimated Settlement Payment, based on the calculations described below in Paragraph V.1. The Claims Administrator shall also provide blank forms if requested by any Class Member or other individual not included in the Class Member database, along with instructions for filling out such Claim Form and substantiating the individual's right to participate in the Settlement.

(d) No later than fifteen (15) calendar days after the latter of preliminary approval of the Settlement or Court approval of the Class Notices and Claim Forms, the Claims Administrator shall send a copy of the Class Notices and Claim Forms (the "Notice Packet") to all Class Members via first-class mail, postage prepaid, to each Class Member's last known address.

(e) The Class Notices shall inform the Class Members that, except as provided in this Agreement, the deadline for submitting any objection to the Settlement or for opting out of the Settlement shall be seventy-five (75) calendar

days after the postmark date of the mailing of the Notice Packet, and that the deadline for submitting a Claim Form shall be ninety (90) calendar days after such postmark date.

(f) Forty-five (45) calendar days after the Notice Packet is sent to Class Members, the Claims Administrator shall mail a follow-up notice to those Class Members who have not yet responded to the Class Notices.

(g) Prior to mailing the follow-up Notice Packet, the Claims Administrator shall use standard procedures to obtain forwarding addresses, including: (i) processing the class list through the United States Postal Service's National Change of Address database; (ii) performing address searches using public and proprietary electronic resources which lawfully collect address data from various sources such as utility records, property tax records, motor vehicle registration records and credit bureaus; and (iii) calling last-known telephone numbers (and telephone numbers updated through public and proprietary databases) to contact Class Members to obtain their current addresses. For any notice that is returned by the post office with a forwarding address, the Claims Administrator shall also forward the notice to that new address within five (5) calendar days of receipt of the forwarding address. For any notice that is returned by the post office as undeliverable, the Claims Administrator shall perform a skip trace, and if successful in locating an alternate subsequent address, shall forward

such notice to the new address within ten (10) calendar days of receipt of the undeliverable notice.

(h) In addition to the foregoing, Plaintiffs and their counsel may, but are not obligated to, supplement the mailed notice at their own cost and expense not to be paid out of the Gross Settlement Amount with alternative forms of notice through Spanish-language radio announcements, newspaper notices, and/or leaflets, and may provide Claim Forms to Class Members for whom there is no known address but who come forward to validly establish their eligibility to participate in this Settlement. Nothing in this Agreement authorizes or permits Plaintiffs, Class Counsel and/or their agents or representatives to enter and/or be upon the Mira Loma Warehouses for any such purposes.

(i) If a Claim Form, objection, or opt out form is timely submitted but is deficient in one or more aspects, the Claims Administrator shall, within five (5) calendar days of receipt of the deficient form, return the form to the Class Member with a letter explaining the deficiency and informing the Class Member that he or she shall have fourteen (14) calendar days from the date of the deficiency notice to correct the deficiency and resubmit the Claim Form. This letter shall be translated into Spanish by a court-certified and approved interpreter, subject to the Settling Defendants' reasonable approval thereof before being incurred, and the reasonable cost of translation shall be an acceptable settlement administration expense.

(j) Any resubmitted Claim Form must be postmarked within fourteen (14) calendar days of the date of the deficiency notice to be considered timely, unless there is a showing of good cause for additional time. The Claims Administrator shall notify Class Counsel and Settling Defendants' counsel within five (5) calendar days of receipt of each deficient form and shall provide a copy of the deficient form to Class Counsel and Settling Defendants' counsel. The Claims Administrator has no obligation to provide a Class Member with a second notice of deficiency, unless a different deficiency is later uncovered.

4. Class Members Entitled to Participate in Settlement. Class Members who are entitled to receive a Settlement Payment are referred to as Authorized Claimants and include the following:

(a) Any Class Member who was employed as a direct employee of Defendant Schneider at the Mira Loma Warehouses on April 30, 2014, and is still currently so employed as of the date of preliminary settlement approval, shall be provided with Class Notice and an opportunity to object and/or opt out. Unless such a Class Member opts out of the Settlement, however, each such Class Member shall be deemed to have submitted a valid Claim Form to participate in the Settlement and shall not be required to submit such a Claim Form to assert a right to participate; provided, however, that any Settlement Payment made to such a Class Member will not include any portion allocated to FLSA claims unless such Class Member is an Opt-In Plaintiff and/or has previously submitted a claim form

opting into the FLSA portion of this Action in connection with the Premier-Impact Settlements; otherwise such Class Member will be required to file a Consent to Join the Action to receive any portion of his or her Settlement Payment allocated to FLSA claims. To the extent that such a Class Member disagrees with the number of workweeks or the dates of employment listed on the Claim Form, he or she shall have the same right as any other Class Member to challenge this information and provide information or documents to support a correction of this information.

(b) To the extent that a Class Member has sought a correction of the number of workweeks and/or dates of employment in the context of the Premier-Impact Settlements, the corrections accepted by the Claims Administrator in that context shall be used in this Settlement to calculate the Settlement Shares of such Authorized Claimants.

(c) All Class Members other than those identified in Paragraph 4(a) above, must timely and properly submit a valid Claim Form to participate in this Settlement. Absent a showing of good cause in accordance with the procedures set forth in this Agreement, no Claim Form shall be honored if postmarked more than ninety (90) calendar days after the date first mailed to the Class Member. Any Class Member not included in Paragraph 4(a) who, without good cause, submits a Claim Form postmarked more than ninety (90) calendar days after the date the Claim Forms are mailed to Class Members shall be deemed to have

waived irrevocably any right in or claim to a Settlement Payment, but this Settlement shall nevertheless be fully binding on such Class Members subject to the terms set forth herein. The Claims Administrator shall notify Class Counsel and Settling Defendants' counsel within five (5) calendar days of receipt of each untimely Claim Form. The Claims Administrator shall make the final determination, based on input from Class Counsel and Settling Defendants' counsel and any explanation provided by the Class Member who submitted the untimely Claim Form, whether good cause exists for honoring the untimely Claim Form.

5. Opting Out of the Settlement. Class Members may opt out of the Settlement by timely mailing a valid opt-out statement to the Claims Administrator.

(a) Any opt-out statement, to be valid, must state the name, telephone number, and current address of the Class Member, the years the Class Member worked for the Settling Defendant(s), and the address to which the Class Member's Claim Form was mailed, and must include the following language: "I, [NAME], voluntarily choose not to participate in the settlement of my claims against Defendants Schneider Logistics Transloading and Distribution, Inc. and Walmart Stores East LP, and hereby waive any rights I may have to participate in the settlement against those companies in the federal court lawsuit entitled *Carrillo v. Schneider Logistics, Inc.*, Case No. CV 11-8557 CAS (DTBx)." The

opt-out statement must be personally signed by the Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of Class Members.

(b) Absent a showing of good cause and in accordance with the procedures set forth in this Agreement, no opt out statement shall be honored or valid if postmarked more than seventy-five (75) calendar days after the postmark date of the Class Notice or any follow up notice mailed by the Claims Administrator to the Class Member who seeks to opt out. Requests to opt out that do not include all required information, or that are not submitted on a timely basis, shall be deemed null, void and ineffective. If a Class Member files both an opt-out statement and a Claim Form, the opt-out statement shall be deemed invalid and the Class Member's Claim Form and release of claims shall be valid and controlling.

(c) Class Members (including FLSA Opt-In Plaintiffs) who submit valid and timely requests to opt out of the Settlement may not participate in any portion of the Settlement and shall not receive any Settlement Payment, nor shall such Class Members be bound by the terms of the Settlement or the dismissal with prejudice of the Settling Defendants.

(d) A Class Member who does not timely opt out of the Settlement as described in this Agreement shall be considered a Settlement Class Member and shall be bound by the terms and conditions of this Agreement, regardless of whether he or she timely submits a valid Claim Form.

6. Objecting to the Settlement. Any Class Member who does not timely opt out may otherwise timely and properly object to the Settlement. The Class Notice shall provide that Class Members who wish to object to the Settlement must submit a written statement of objection subject to the provisions set forth below:

(a) The Class Member's statement of objection must set forth his or her name, address, telephone number, the reason(s) why the Class Member is objecting to the proposed settlement, the date and signature of the Class Member and whether he or she intends to appear at the hearing on final approval either personally or through counsel.

(b) Any such objection must be filed with the clerk of the Court and served on all counsel identified in the Class Notice no later than seventy-five (75) calendar days after the postmark date of the mailing of Class Notice and Claim Form. The postmark date of the mailing shall be the exclusive means for determining whether an objection is timely.

Class Members who fail to make objections in the manner specified shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, and the Settlement shall be fully binding upon them.

7. Termination. If ten percent (10%) or more of the Class Members opt out of the Settlement, then either of the Settling Defendants shall have the right to terminate this Agreement, which will then be void ab initio.

8. Non-Interference with Claims Procedure and Settlement. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit opt-out requests or objections to the Settlement or to appeal from the Final Approval Order.

9. Class Member Challenges to Stated Workweeks. Any Class Member shall be entitled to submit a written, signed challenge to the hire date, termination date, or number of workweeks set forth on his or her Claim Form. The challenge must specify the grounds for the challenge and include any supporting documentation and must be mailed to the Claims Administrator, postmarked on or before the deadline to submit objections or requests for exclusion. Upon receipt of any such challenge, the Claims Administrator shall promptly serve counsel for all Parties with a copy of the challenge. The Claims Administrator shall evaluate the evidence submitted by the Class Member and by any of the Parties and shall make a final, binding determination based on its evaluation of the evidence. The Claims Administrator shall inform all Parties and the Class Member who submitted the challenge of how the dispute was resolved within five (5) calendar days after the Claims Administrator makes its determination.

In the event that any disputes remain, it is agreed that, if the Court grants final approval to the Settlement, the Court may resolve any remaining disputes as to the validity or amount of Class Members' Settlement Shares at the same time, it being the intent of the Parties to resolve such disputes, if any, as expeditiously and in as informal a manner as is consistent with the due process rights of the Class Members.

10. Claims Administrator's Performance. All disputes relating to the Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the terms and conditions of the Settlement until all payments and obligations contemplated by the Settlement have been fully satisfied and carried out.

11. Reports by the Claims Administrator. No later than thirty (30) calendar days prior to the date of the Final Settlement Hearing, the Claims Administrator shall provide counsel for the Parties with a declaration setting forth: (a) due diligence and proof of mailing of the Class Notices and due diligence; (b) the total number of Class Members who were sent the Class Notices; (c) the total number of Authorized Claimants, the total number of points assigned to them, and the total Settlement Shares they represent; (d) the total number of Settlement Class Members and the total number of points attributable to their workweeks; (e) the total number of Class Members who submitted valid Claim Forms without seeking any correction of the dates worked contained therein; (f) the total number of Class

Members who submitted claims that were deficient, or sought to correct the dates worked in the Claim Form, and how such deficient or allegedly incorrect Claim Forms were resolved; (g) the total number of Class Members who filed valid requests to opt out, including complete copies of all such requests, including the postmark dates for each; and (h) the total number of Class Members who filed timely objections to the Settlement, along with the complete copies of all objections received, including the postmark dates for each objection. The Claims Administrator shall provide an updated declaration on these matters three (3) calendar days prior to the date of the Final Settlement Hearing if any changes or additions have occurred, and again the business day after the Effective Date of the Settlement or such other later date as the Court or the Parties may agree upon. The Claims Administrator shall keep the originals of all settlement administration documents sent to and received from the Class Members, including checks issued to and/or negotiated by the Class Members, for at least five (5) years after the Effective Date, and shall comply with any request for copies of any such documents, if such request is made by any Party's counsel during the settlement administration process or during the subsequent five-year period, after giving reasonable notice of that request to counsel for the other Parties to this Agreement, who shall also be entitled to copies of the requested documents.

12. Motion for Final Approval. Prior to the Final Settlement Hearing, at such time as shall be set by the Court, the Plaintiffs shall file a memorandum of

points and authorities in support of final approval of all terms of the Settlement, including a specific request for an award of attorneys' fees and litigation expenses as agreed to in this Settlement. All requests for exclusion from the Class and all written objections to the Settlement and/or notices of intention to appear and object shall be filed with the Court and served on the Settling Defendant's counsel by Plaintiffs' Attorneys no later than ten (10) days before the Final Settlement Hearing. A draft of Plaintiffs' Motion for Final Approval of the Settlement and for Attorneys' Fees and Expenses shall be provided to the Settling Defendants for review and comments not less than seven (7) days before being filed with the Court.

13. Final Settlement Hearing. After expiration of the deadlines for submitting a Claim Form, opting out, and submitting objections, the Court shall conduct a Final Settlement Hearing to determine whether the settlement is fair, reasonable, and adequate, to enter an order approving the settlement and dismissing the claims of the Settlement Class Members against the Settling Defendants, and to order amounts properly payable for attorneys' fees and litigation expenses, Class Member Enhancements, PAGA penalties paid to the LWDA, and the costs of administration of the Settlement.

Appellate Review. Plaintiffs and their counsel reserve the right to appeal any denial or reduction in the amount of requested attorneys' fees and litigation expenses awarded by the Court. The Parties agree that

regardless of any action taken by the Court with respect to attorneys' fees and litigation expenses, however, the validity of the underlying Settlement shall not be affected. In the event any appeal or collateral attack is filed concerning any of the Court's orders pertaining to the Settlement, administration of the Settlement shall be stayed pending final resolution of such appeal or review, unless the appeal involves only the denial or reduction in the amount of Class Counsel's requested attorneys' fees and litigation expenses. If, after the conclusion of any such appeal of the denial or reduction in Class Counsel's requested attorneys' fees and litigation expenses, additional Claims Administration costs are incurred as a result of a supplemental distribution of funds to Class Members, those Claims Administration costs shall be paid from the funds of the Net Settlement Fund available for such a supplemental distribution.

V. SETTLEMENT FUNDS, CLAIMS PROCESSING, AND
SETTLEMENT PAYMENT CALCULATION

1. Calculation of Settlement Shares. The Parties agree to the following method for calculating Settlement Shares for each Authorized Claimant:

(a) The Parties agree to use the points system set forth below for calculating the total points available for the entire Settlement Class and the Settlement Share for each Authorized Claimant. Each week worked by a

Settlement Class Member during the Class Period shall be assigned the following point(s) based on its time period:

(1) Each workweek at any time from January 1, 2001 through October 16, 2007, called the Tolling Period, shall be assigned one (1) point;

(2) Each workweek at any time from October 17, 2007 through October 16, 2010, called the UCL Period, shall be assigned five (5) points;

(3) Each workweek at any time from October 17, 2010 through December 31, 2011, called the PAGA Period, shall be assigned seven (7) Points;

(4) Each workweek at any time from January 1, 2012 through August 9, 2013, called the Post-Injunction Period, shall be assigned one (1) point; and

(5) Each workweek worked by an FLSA Opt-in Plaintiff during the period from October 17, 2008 through December 31, 2011 shall be assigned one (1) additional point.

(b) Within ten (10) days after the Court's order preliminarily approving this Settlement, the Claims Administrator shall calculate the total number of points available to all Class Members, using the Class Information initially provided by Premier and Impact and modified, corrected, and updated

during the implementation of the Premier-Impact Settlements. The Claims Administrator shall multiply each workweek included in the Class Information by the applicable number of points indicated under the Parties' point system to determine the total points available to the Class. The Claims Administrator shall provide these calculations to Class Counsel and to Settling Defendants' counsel.

(c) In preparing the Claim Forms to be mailed to Class Members, the Claims Administrator shall determine each Class Member's estimated Settlement Payment for inclusion on their Claim Form by calculating the number of points attributable to the weeks worked by the Class Member, determining what percentage the Class Member's points is out of the total points available to the entire Class, and then computing the Class Member's Settlement Share by calculating the amount that reflects his or her likely percentage of the Net Settlement Fund.

(d) Within ten (10) days after the deadline for opting out of the settlement, the Claims Administrator shall calculate the total number of points available to the Settlement Class Members, by deducting from the total Class points, described in subparagraph (b), above, any points attributable to any Class Members who timely opted out of the Settlement. The Claims Administrator shall provide these calculations to Class Counsel and to Settling Defendants' counsel.

(e) Within five (5) days after entry of the Final Approval Order, the Claims Administrator shall calculate the total number of points available to all

Authorized Claimants and determine the proportional relationship between the total Authorized Claimant points and the total Settlement Class Member points, and the dollar values thereof in relation to the Net Settlement Fund.

2. Deposit of Settlement Funds upon Final Approval. Within fourteen (14) calendar days after entry of the Final Approval Order, Schneider shall deposit into a Qualified Settlement Fund established by the Claims Administrator all amounts approved by the Court in the entered Final Approval Order for payment from the Gross Settlement Amount under this Settlement. Such funds shall be maintained in an interest-bearing depository account to be approved by Schneider in advance of the deposit being made. Any interest accruing on the funds held in the Qualified Settlement Fund by the Claims Administrator shall accrue to the benefit of and be distributed as part of the Net Settlement Fund; provided, however, if the Effective Date does not occur or the Final Approval Order is otherwise reversed or vacated in whole or in part by reason of appellate review or collateral attack such that the funds are not to be distributed, the amounts deposited by Schneider into the Qualified Settlement Fund, including all interest accruing thereon, shall be returned to Schneider, with the exception of any funds already paid to the Claims Administrator for fees and costs actually incurred for services already performed as part of the administration of the Settlement.

3. Distribution of Settlement Payments. Except as otherwise permitted under this Agreement, no money shall be distributed from funds deposited into the

Qualified Settlement Fund prior to thirty-three (33) calendar days after the date of entry of the Court's Final Approval Order, and unless and until the Effective Date occurs. Within thirty (30) calendar days of the Effective Date, the Claims Administrator shall calculate the final Settlement Payment for each Authorized Claimant. If the combined total of all amounts due to Authorized Claimants pursuant to Paragraph V.1 plus Class Member enhancements pursuant to Paragraph III.2 plus the LWDA payment of \$150,000 pursuant to Paragraph III.4 is less than the Minimum Settlement Amount, the Claims Administrator shall allocate the amount necessary to meet the Minimum Settlement Amount to Authorized Claimants on a pro rata basis. Within that same deadline, the Claims Administrator shall issue checks to each Authorized Claimant to be paid out of the Qualified Settlement Fund (including accrued interest, if any), and shall mail those checks to all Authorized Claimants. The Claims Administrator shall issue and distribute to each Authorized Claimant a single check that includes both a wage payment and 1099 payments for penalties, damages and interest and, if applicable, for Class Representative Enhancements. All checks to Authorized Claimants shall clearly bear a marking that such checks will expire ninety (90) days after issuance. The Claims Administrator shall, within sixty (60) days following such disbursement, file an accounting of such disbursements with the Court, with copies to Class Counsel and the Settling Defendants' counsel.

Distributions of Settlement Payments by the Claims Administrator shall indicate the percentage of each award attributable to wages subject to employment taxation, and the percentage of each award attributable to penalties, damages and interest, or Class Representative Enhancements subject only to income taxation. To the extent any Class Member's payment must be wired or otherwise delivered in a manner other than through issuance of a check, any and all additional administrative fees and required withholdings shall be paid from that Class Member's individual payment.

4. Uncashed Checks Payable to *Cy Pres* Fund. To the extent that any checks for Settlement Payments are returned as undeliverable or are not cashed within ninety (90) days after issuance, these Settlement Payments shall constitute unpaid residuals in the Action and shall be paid as *cy pres* in equal amounts to Inland Counties Legal Services and to the National Employment Law Project.

VI. GENERAL PROVISIONS

1. No Admission of Liability or Wrongdoing. The Parties enter into this Agreement to resolve the disputes that have arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, the Settling Defendants do not admit, and specifically deny that: they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged

in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees or operations. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Settling Defendants of any such violation(s) or failure(s) to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Settling Defendants or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. The Parties intend this Settlement to be contingent upon the preliminary and final approval of this Agreement; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event that the Settlement is not fully and finally approved as set forth herein.

2. It being the mutual intention of the Parties that the Settlement be expeditiously approved by the Court and that the dispute between the Plaintiffs and the Class Members on the one hand, and the Settling Defendants, on the other hand, be finally resolved, the Parties agree to use their best efforts to effectuate the terms and conditions of this Settlement Agreement and to cooperate in good faith to secure Court approval, both preliminary and final.

3. Good Faith Settlement. This Settlement has been negotiated and entered into between the Parties through arms-length negotiations, and it is made in good faith, including within the meaning of California Code of Civil Procedure sections 877 et seq. and any comparable provisions provided under the laws of any state or territory of the United States, whether statutory or judicial decision, which is equivalent or similar to such California code sections.

4. Applicable Law. This Settlement Agreement shall be construed and interpreted under the laws of the State of California, except to the extent that federal law requires federal law to govern.

5. Construction. The Parties have reached this Agreement through formal mediation followed by extensive arms-length negotiations. This Agreement has been drafted jointly by counsel for the Parties. Hence, in any construction or interpretation of this Agreement, the Agreement shall not be construed against either party as the principal drafter of the Agreement. Should any dispute arise as to the validity, effect or interpretation of any portion of this Settlement Agreement, such dispute may be resolved through application by any of the Parties to the Court in the Action.

6. Amendment or Waiver Only in Writing. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. No rights hereunder may be waived except in writing.

7. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement between the Parties relating to the Settlement and the related transactions contemplated herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, and whether by a party or its counsel, are merged herein. No oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Notwithstanding the foregoing, nothing in this paragraph or elsewhere in this Settlement Agreement is intended or should be construed to nullify, modify, or have any impact whatsoever on agreements which have been, are, or will be executed between or among parties other than Plaintiffs pertaining to the subject matter of this Settlement Agreement.

8. Authorization to Execute Agreement and Effectuate Settlement and Agreement to Cooperate. Counsel for all Parties hereto warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their respective counsel shall cooperate with each other and use their best efforts to effect the implementation of this Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to

implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement. The person or persons signing this Agreement on behalf of each Settling Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of such Settling Defendant.

9. No Prior Assignment. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

10. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or scanned signature. All executed copies of this Agreement, and photocopies thereof (including facsimile copies of signature pages), shall have the same force and effect and be as legally binding and enforceable as the original.

11. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and counsel hereto submit to the jurisdiction of the Court for purposes of

interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

12. No Signature Required by Class Members on Settlement Agreement.

Because the Settlement Class Members and FLSA Collective Action Plaintiffs are so numerous, it is impossible or impractical to have each one execute this Agreement. The Class Notice and the Claim Form shall advise such persons of the binding nature of the releases contained herein, and this Agreement shall have the same force and effect as if this Agreement were executed by each Settlement Class Member and FLSA Collective Action Plaintiff.

13. Titles and Captions of No Force. Paragraph titles or captions contained herein are inserted for convenience and ease of reference, and do not define, limit, extend, or describe the scope of the terms of the Agreement and its provisions.

14. Invalid Without Court Approval. This Agreement is subject to approval by the Court. In the event the Settlement is not approved, it shall be deemed null and void, of no force and effect, and the Parties represent, warrant,

//

//

and covenant that in such event it shall not be admitted in the Action as evidence, or used as a basis for obtaining discovery in the Action.

IT IS SO STIPULATED AND AGREED.

Dated: 3.30.15

By: William J. Matheson
Defendant Schneider Logistics Transloading and Distribution, Inc. William J. Matheson

Dated: 4-9-15

By: John Van Hook
McGUIREWOODS LLP
Matthew C. Kane
Michael D. Mandel
John A. Van Hook
Attorneys for Defendant Schneider Logistics Transloading and Distribution, Inc.

Dated: _____

By: _____
Defendant Walmart Stores East LP

Dated: _____

By: _____
STEPTOE & JOHNSON LLP
Lawrence A. Katz
Attorneys for Defendant Walmart Stores East LP

Dated: _____

By: _____
Eric Flores

Dated: _____

By: _____
Jose Martinez Arceo

Dated: _____

By: _____
Fernando Chavez

and covenant that in such event it shall not be admitted in the Action as evidence, or used as a basis for obtaining discovery in the Action.

IT IS SO STIPULATED AND AGREED.

Dated: _____ By: _____
Defendant Schneider Logistics Transloading and Distribution, Inc

Dated: _____ By: _____
McGUIREWOODS LLP
Matthew C. Kane
Michael D. Mandel
John A. Van Hook
Attorneys for Defendant Schneider Logistics Transloading and Distribution, Inc.

Dated: 4-9-15 By: *SEYDIE GOMEZ*
Defendant Walmart Stores East LP *2/15*

Dated: 4-9-15 By: *Lawrence A. Katz*
STERTOE & JOHNSON LLP
Lawrence A. Katz
Attorneys for Defendant Walmart Stores East LP

Dated: _____ By: _____
Eric Flores

Dated: _____ By: _____
Jose Martinez Arceo

Dated: _____ By: _____
Fernando Chavez

and covenant that in such event it shall not be admitted in the Action as evidence, or used as a basis for obtaining discovery in the Action.

IT IS SO STIPULATED AND AGREED.

Dated: _____ By: _____
Defendant Schneider Logistics Transloading and Distribution, Inc

Dated: _____ By: _____
McGUIREWOODS LLP
Matthew C. Kane
Michael D. Mandel
John A. Van Hook
Attorneys for Defendant Schneider Logistics Transloading and Distribution, Inc.

Dated: _____ By: _____
Defendant Walmart Stores East LP

Dated: _____ By: _____
STEPTOE & JOHNSON LLP
Lawrence A. Katz
Attorneys for Defendant Walmart Stores East LP

Dated: 04-01-15 By: Eric Flores
Eric Flores

Dated: 03-27-15 By: Jose Javier Arceo
Jose Martinez Arceo

Dated: 04/11/15 By: Fernando Chavez
Fernando Chavez

Dated: 03/27/15 By: Everardo A. Carrillo
Everardo Carrillo

Dated: 03/27/15 By: Juan Chavez
Juan Chavez

Dated: 04-01-15 By: ARMANDO ESQUIVEL
Armando Esquivel

Dated: _____ By: _____
Guadalupe Rangel Mendoza

Dated: _____ By: _____
Jose Enrique Trujillo-Vergara

Dated: 4/9/15 By: _____
Alshuler Berzon LLP
Traber & Voorhees
Bet Tzedek Legal Services
Law Offices Of Sandra C. Munoz
Counsel For Class Representatives and the
Plaintiff Class

EXHIBIT A

CLAIM FORM

TO RECEIVE YOUR SHARE OF THIS CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE, SIGN, AND MAIL** THIS FORM POSTMARKED NO LATER THAN _____, **2015**. YOU **MUST** RETURN THIS FORM TO RECEIVE MONEY FROM THE SETTLEMENT, EVEN IF YOU PREVIOUSLY COMPLETED A CLAIM FORM FOR A SHARE OF THE PREMIER SETTLEMENT MONEY.

Mail to: Carrillo Settlement Claims Administrator
RG/2 Claims Administration LLC
PO Box #####
Philadelphia, PA 19102-9479

Claim forms postmarked later than _____, 2015 will not be accepted.

You will not receive your settlement share unless you timely submit this form to the Claims Admonistrator.

*Carrillo v. Schneider Logistics Transloading and Distribution, Inc., Case No. 11-8557
United States District Court, Central District of California*

A. YOUR IDENTIFICATION INFORMATION

If this is your correct contact information, please check this box []

If your contact information is different, please write the correct information below:

Please provide your telephone number and email to help us reach you: (____) ____ - ____ @_____

B. THE AMOUNT OF TIME YOU WORKED AT WALMART'S WAREHOUSES

The amount of money you will get depends on how many weeks you worked for Premier in the Walmart warehouses from February 19, 2009 through February 24, 2012. Our records show that your start and end dates are as follows:

Start Date: _____ End Date: _____

Based on these dates, your estimated settlement payment is \$_____. This is an **estimate** subject to change.

If you believe that this information is incorrect, including because you were sometimes known by a different name, explain why the information is incorrect in the box below (including by stating your correct start and end dates) and include any supporting documentation (e.g, pay stubs, W-2 forms) when you mail back this Claim Form. You may use additional pages to explain why the information is incorrect if you cannot fit the information in the space below.

C. RELEASE OF CLAIMS AND AGREEMENT WITH SETTLEMENT

By signing this form, you agree to the following statements:

I have received the Notice of Class Action Settlement and I wish to participate in the settlement. By signing this Claim Form, I hereby consent to join this lawsuit under the Fair Labor Standards Act, 29 U.S.C. §216(b). In exchange for the settlement amount I will receive, I agree to release all of my state and federal claims against Schneider Logistics Transloading and Distribution, Inc. and Walmart Stores East LP, as set forth in the Settlement Agreement. I understand that I am represented by counsel and if I have any questions, I may contact one of the plaintiffs' attorneys listed in the Notice. I also understand that the complete terms of the Settlement Agreement, including definitions and the language that will release my claims if I do not opt out of the lawsuit, are set forth in the Settlement Agreement that is on file with the Court and available at www.warehousesettlement.com.

D. QUESTIONS ABOUT THIS FORM

If you have any questions about this Claim Form or how to properly submit your claim, please contact:

Carrillo Settlement Claims Administrator
RG/2 Claims Administration LLC
PO Box #####
Philadelphia, PA 19102-9479
ph: (215) 979-1620
fax: (215) 979-1695

Additional information is available at www.warehousesettlement.com.

E. DECLARATION UNDER PENALTY OF PERJURY

If you do not sign below, you will not receive money from this settlement.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing information, and any additional information that I have submitted in connection with my claim, is true and correct. If I submitted a statement challenging my stated work dates, my signature here confirms that such statement is true and correct.

Executed on _____ at _____, _____.
Date City State

Signature of Claimant

Name (print): _____

Optional: If you do not want back-up withholding taken from your settlement check, you may also fill out the following:

Taxpayer Identification Number Certification – Substitute IRS Form W-9

Enter your Social Security Number or Taxpayer Identification Number, if any: _____ - _____ - _____

Print name as shown on your income tax return if different from _____

First Name: _____ Last Name: _____

Under penalty of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) theirs has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

EXHIBIT B

Carrillo v. Schneider Logistics and Transloading Distribution, Inc.

United States District Court, Central District of California

Case No. CV 11-8557 CAS (DTBx)

NOTICE TO CLASS OF PROPOSED SETTLEMENT

To: All hourly employees who were hired by Impact Logistics to work in the Walmart warehouses located in Mira Loma (Eastvale), California, and operated at any time from January 1, 2001 through August 9, 2013, by **Schneider Logistics and Transloading Distribution, Inc.** (referred to in this notice as "SLTD" or "Schneider") and/or any other logistics companies under service contracts with Walmart; and

All hourly employees who were hired by Rogers-Premier or Premier Warehousing (both referred to collectively as "Rogers-Premier" in this Notice) to work in Walmart warehouses located in Mira Loma (Eastvale), California, and operated at any time from February 19, 2009 through February 24, 2012 by SLTD and/or any other logistics companies under service contracts with Walmart.

READ THIS NOTICE -- YOU MAY BE ENTITLED TO MONEY

You may be entitled to money from the settlement of a class action lawsuit against SLTD and Walmart. You may have already received money from Impact's or Rogers-Premier's settlement in this case, but **additional settlement funds of up to \$21 million are now available. TO GET YOUR SHARE OF THIS SETTLEMENT MONEY, YOU MUST COMPLETE AND SEND IN THE CLAIM FORM INCLUDED WITH THIS NOTICE BY _____, 2015.** You must complete the Claim Form to receive money even if you already sent in a claim form for the Impact or Rogers-Premier settlement funds.

If you do not file a Claim Form by _____, 2015, you will lose your right to receive money.

WHY SHOULD YOU READ THIS NOTICE?

This Notice explains your rights and tells you how to file a Claim Form. This Notice also explains how to remove yourself from the settlement if you choose. If you remove yourself from the settlement, you will not get any money but you will not be giving up any right to sue SLTD and/or Walmart on your own. This Notice also explains how you can inform the Court that you disagree with the settlement terms, without losing your right to receive your share of the settlement money.

WHAT IS THE LAWSUIT ABOUT?

The named plaintiffs in this lawsuit are Eric Flores, Jose Martinez Arceo, Everardo Carrillo, Fernando Chavez, Juan Chavez, Armando Esquivel, Guadalupe Rangel Mendoza and Jose Enrique Trujillo-Vergara. On October 17, 2011, plaintiffs sued SLTD, Impact Logistics and Rogers-Premier in federal court in California. The lawsuit was brought on behalf of all workers in Walmart's Mira Loma warehouse facility (operated by SLTD) who were directly hired by Impact or Rogers-Premier. Walmart was later added as a defendant. The lawsuit alleges that defendants committed a number of labor violations, including by failing to pay proper minimum wage and overtime, failing to provide proper meal and rest breaks, failing to pay reporting time ("show up") pay, failing to provide accurate pay stubs, failing to keep proper records or provide workers with access to records, and retaliating against workers who sought information about their pay. The lawsuit alleges claims under California law and the federal Fair Labor Standards Act ("FLSA"), and seeks money damages, penalties, injunctive and declaratory relief, attorneys' fees and costs. To review the complaints or other court filings, you may contact one of the plaintiffs' lawyers listed below.

SLTD and Walmart deny all of the allegations in the lawsuit. All parties have agreed to this settlement to avoid further expense and the risks of litigation.

WHAT DOES THE SETTLEMENT AGREEMENT SAY?

The settlement agreement says that up to \$21 million will be paid into a settlement fund to resolve plaintiffs' claims against SLTD and Walmart. Subject to final court approval, out of the \$21 million:

- Approximately \$13,640,000 will be available for payments to Class Members such as yourself.
- Approximately \$30,000 will be used to pay the Claims Administrator, who will review your claims, calculate your payment, and send you your check.
- Up to \$150,000 will be paid to the California Labor and Workforce Development Agency (LWDA), the government agency responsible for making sure employers follow the law.
- The eight named plaintiffs will be paid up to \$5,000 each, for a total of up to \$40,000 for their time and effort in bringing this lawsuit, in addition to any other award they get from this settlement.
- Plaintiffs' attorneys will be paid up to \$210,000 to reimburse their expenses in bringing this lawsuit.
- Plaintiffs' attorneys will be paid up to \$6,930,000, which is 33% of the settlement amount for their successful efforts in litigating and resolving this lawsuit.

About 2,360 Class Members from Rogers-Premier and Impact are eligible to participate in this settlement. Each class member's share of the settlement fund will be based on a point system, which is explained on the next page. Except for certain current employees, **Class Members will not be entitled to their settlement shares if they do not send in a timely Claim Form** (which may result in the full settlement amount set aside for Class Members not having to be paid).

The amount of settlement funds available for Class Members who submit timely Claim Forms is subject to a guaranteed minimum "floor." Under no circumstances will the amount paid to Class Members plus the payments to the eight named plaintiffs (up to \$5,000 each) plus the payment to the LWDA (up to \$150,000) total less than 45% of the "Net Settlement Fund" (defined as the gross amount of \$21 million minus the amount of court-awarded attorneys' fees and expenses and the Claims Administrator costs). If the Court approves all of the requested amounts set forth above, the guaranteed minimum "floor" will be approximately \$6,033,500. If not enough timely Claims Forms are filed to reach this guaranteed minimum, the difference between the amount claimed and the guaranteed minimum will be proportionately reallocated among all Class Members who made timely claims. For example, if the amount of all timely claims was \$5,033,500, the difference between the amount claimed and the floor would be \$1 million. This \$1 million would be shared by the Class Members who made claims, based on the same point system used to calculate their initial shares.

Court approval of this settlement is required before it becomes final and before anyone can be paid. If the court grants final approval, the settlement terms will bind every Class Member who has not removed himself from the settlement. Class Members who do not remove themselves will lose their right sue SLTD or Walmart for the claims released by the settlement, even if they do not return a timely Claim Form.

HOW DOES THE POINT SYSTEM WORK?

Class members who submit Claim Forms will share the settlement money based on a point system, which is allocated as follows:

Type of Workweek	Number of points
Each workweek from January 1, 2011 through October 16, 2007	1
Each workweek from October 17, 2007 through October 16, 2010	5
Each workweek from October 17, 2011 through December 31, 2011	7
Each workweek from January 1, 2012 through August 9, 2013	1
Each workweek worked by a Class Member who joined the FLSA action by filing a consent to sue during the period from October 17, 2008 through December 31, 2011	1 (in addition to any points already allocated for the same time period)

Impact and Rogers-Premier will provide the Claims Administrator with each Class Member's workweek dates. If you previously corrected your dates of employment through the Rogers-Premier or Impact settlement process, the corrected dates will be used. The Claims Administrator will calculate the total number of points by multiplying each workweek by the designated number of points (as described in the table above). The Claims Administrator will determine your share by calculating the number of your points, determining your percentage of the total points available, and applying that percentage to the Net Settlement Fund. For example, if the total number of points is 100,000 and you have 100 points, you will receive .1% of the Net Settlement Fund. If the Net Settlement Fund is \$13,830,000 (which it will be if the Court approves all of the numbers set forth in the section above), your share would be \$13,830.

HOW MUCH MONEY WILL I GET?

Based on the calculation described in the foregoing section, you will receive approximately \$_____. This is an estimate that may change. Your dates of employment and contact information are set forth on the Claim Form. If that information is incorrect, please follow the instructions on the Claim Form to correct them.

DO I HAVE TO PAY TAXES ON MY SETTLEMENT MONEY?

Each class member remains personally responsible for ensuring the proper payment of all taxes. Under the Settlement Agreement, 40% of your total award is designated as back pay, 40% as non-wage income, and 20% as interest. The Claims Administrator will report the back pay portion of your award to the taxing authorities on a W-2 Form, and withholdings will be taken. The remaining amount will be reported to the taxing authorities on a 1099 Form and no withholdings will be taken. Plaintiffs' lawyers are not tax lawyers and are not qualified to provide tax advice to any Class Member. There is no guarantee that the tax authorities will accept these allocations. If you do not submit a valid Social Security Number or Individual Taxpayer Identification Number (ITIN), federal law requires that a 28% backup withholding must be applied to your payment.

HOW DO I GET MONEY FROM THE SETTLEMENT?

To get money from this settlement, you must fill out and sign the Claim Form included with this Notice. **YOU MUST SEND IN A COMPLETE, SIGNED CLAIM FORM POSTMARKED NO LATER THAN _____, 2015 TO RECEIVE YOUR SHARE.** If you worked for both Impact and Rogers-Premier, you will need to fill out two separate Claim Forms (one for Impact and one for Rogers-Premier). If you need an additional form, please contact the Claims Administrator. The completed and signed Claim Form must be mailed to the Claims Administrator, postmarked no later than _____, 2015. The mailing address of the Claims Administrator is:

Carrillo Settlement Claims Administrator
ADDRESS

Additional information may be found at www.warehousesettlement.com.

WHAT DO SLTD AND WALMART GET FROM THE SETTLEMENT?

In exchange for participating in the settlement, SLTD and Walmart will obtain a **release** of claims from all Class Members who do not opt out of the settlement. A “release” means that you agree to give up certain legal claims against SLTD and Walmart, including the state and federal claims alleged in the lawsuit and related to the facts alleged in the lawsuit, whether those claims are known or unknown. If you have questions about the release, you may contact one of the plaintiffs’ attorneys listed below. You may also read the release language in the Settlement Agreement, which is available at www.warehousesettlement.com.

WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not want to participate in this settlement, you must tell the Claims Administrator in writing of your decision to “opt out” of the settlement. **If you “opt out,” you will not get any money from the settlement, and you will not be bound by the terms of the settlement.** This means that you will preserve your rights to sue SLTD and Walmart for these claims on your own, with your own attorney. If you do *not* opt out of the settlement, *you will be bound* by its terms even if you do not return a Claim Form and even if you do not receive any money. This means you will not be able to sue SLTD or Walmart for these claims on your own.

Any request to opt out of the settlement must be sent to the Claims Administrator and postmarked no later than _____, 2015. To be valid, the opt-out request must state: “I, [NAME], voluntarily choose not to participate in the settlement of my claims against Defendants Schneider Logistics Transloading and Distribution, Inc. and Walmart Stores East LP, and hereby waive any rights I may have to participate in the settlement against those companies in the federal court lawsuit entitled Carrillo v. Schneider Logistics, Inc., Case No. CV 11-8557 CAS (DTBx).” You must make the opt-out request yourself – another person cannot do it for you. To be valid, the opt-out statement must include your name, telephone number, current address, the length of time you worked in the Walmart warehouses, and your signature.

Send the opt-out request directly to the Claims Administrator at the following address:

Carrillo Settlement Claims Administrator
ADDRESS

WHAT IF I DON’T AGREE WITH THE SETTLEMENT?

If you do not agree with the settlement, in whole or in part, you may send an objection to the Claims Administrator, postmarked no later than _____, 2015, stating why you object to the settlement. If you want to read the documents underlying plaintiffs’ attorneys’ request for fees and expenses, those documents will soon be available at www.warehousesettlement.com.

Late objections will not be considered. You can object and still receive money from the settlement, but you must still submit a Claim Form along with your objection. If you object and do not submit a Claim Form, you will not receive any money from the settlement. If you have an objection, you may attend the Settlement Fairness Hearing set for _____, 2015 at 10:00 a.m. in Courtroom 5 of the United States District Courthouse for the Central District of California, located at 312 N. Spring St., Los Angeles, CA 90012, to discuss your objection with the Court and the parties. You may also hire your own attorney, who can appear on your behalf at the Settlement Fairness Hearing if he or she informs the Court and the parties in advance. You are not required to appear at the court hearing or to have your own attorney in order to file an objection.

To be valid, any objection must contain the following information: (1) your full name, current address, telephone number, date, and signature, (2) your objections to the settlement, (3) the reasons for your objections, (4) whether you plan to attend the Settlement Fairness Hearing, and (5) if your attorney plans to attend the Settlement Fairness Hearing, the name of your attorney. Your objection should be mailed to the Claims Administrator at the following address:

Carrillo Settlement Claims Administrator
ADDRESS

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT ALSO WISH TO RECEIVE MONEY FROM THE SETTLEMENT, YOU STILL MUST FILE YOUR CLAIM FORM BY _____, 2015. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND YOU HAVE NOT RETURNED YOUR CLAIM FORM, YOU WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.

WHAT IF I WORKED FOR BOTH IMPACT AND ROGERS-PREMIER?

If you worked for both Impact and Rogers-Premier in the Walmart warehouses, you will need to fill out **two separate Claim Forms**: one for Impact, and one for Rogers-Premier. Contact the Claims Administrator to obtain an additional form, if necessary.

WHAT IF I WORKED UNDER A NAME THAT IS NOT MY OWN?

If you worked in the Walmart warehouses under one or more names that are not your own, you are still entitled to receive payment for the time you worked in the warehouses. If the Claim Form does not list all of your workweeks, you must explain to the Claims Administrator on the Claim Form why you are entitled to a settlement share for those additional workweeks. Please submit any documentation to the Claims Administrator (e.g., pay stubs) if you contend that you worked under other names and/or for other workweeks in the Walmart warehouses. Under the Settlement Agreement, the Claims Administrator has the authority to resolve disputes about whether a claim should be paid. You are welcome to contact the plaintiffs' attorneys to discuss your situation before you submit a claim. All discussions with the plaintiffs' attorneys seeking or providing legal advice or counsel about this settlement will be kept strictly confidential and are subject to the attorney-client privilege.

If you have any questions or would like more information, contact **Sandra Muñoz**, whose information is listed below. Ms. Muñoz is one of the attorneys for the plaintiffs. You may also contact any of the plaintiffs' attorneys listed below. The lawyers who speak Spanish are indicated below with an asterisk (*).

TRABER & VOORHEES
Theresa M. Traber
Lauren Teukolsky
Marisa Hernández-Stern*
128 North Fair Oaks Avenue
Pasadena, California 91103
Telephone: (626) 585-9611

BET TZEDEK LEGAL SERVICES
Gus. T. May
Matthew E. DeCarolis*
3250 Wilshire Blvd., 13th Fl.
Los Angeles, CA 90010
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WHO IS THE CLAIMS ADMINISTRATOR?

The Claims Administrator processes all claims, calculates each Class Members' settlement award, and processes Class Members' requests to be excluded from the settlement. The Claims Administrator in this case is ___ and can be reached at the following address:

Carrillo Settlement Claims Administrator
ADDRESS

PHONE

Contact the Claims Administrator for more information or to ask about the status of your claim form. Additional information is also at www.warehousesettlement.com.

OTHER IMPORTANT INFORMATION

The "Settlement Agreement" explains the entire agreement between the parties in detail. You may request a copy of the Settlement Agreement from the Claims Administrator, or you may review it at www.warehousesettlement.com.

This Notice only summarizes the lawsuit, the settlement, and related matters. For more information, you may inspect the Court files at the Office of the Clerk, 312 N. Spring Street, Room G-8, from 8:30 a.m. to 4:00 p.m., Monday through Friday.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS. IF YOU HAVE QUESTIONS, YOU MAY CONTACT THE PLAINTIFFS' ATTORNEYS, FREE OF CHARGE.