NOTICE OF CLASS ACTION SETTLEMENT

Wickham v. Schenker, Inc.
United States District Court for the Northern District of California
Case No.: 5:23-cv-00946-PCP

If, at any time from November 20, 2014 and February 28, 2022, you applied for employment with Schenker, Inc. ("Schenker" or "Defendant") and Schenker procured a background check report on you for employment purposes, the above-titled class action lawsuit may affect your rights, and you may be entitled to a payment under the proposed settlement (the "Settlement") described below.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This is a class action lawsuit that involves a class defined as "all persons on whom Defendant procured a consumer report for between November 20, 2014 and February 28, 2022.

- Plaintiff in this class action, Eric Wickham ("Plaintiff") alleges that Defendant acquired consumer, investigative consumer, and/or consumer credit reports to conduct background checks on Plaintiff and other prospective current and former applicants for employment purposes without providing proper disclosures and obtaining proper authorization in violation of the Fair Credit Reporting Act ("FCRA"), along with similar state law claims under the California Investigative Consumer Reporting Agencies Act ("ICRAA") and the California Consumer Credit Reporting Agencies Act ("CCRAA").

- Defendant denies Plaintiff's claims and assert that it has complied with all of its legal obligations to applicants and its employees. Defendant intended to vigorously defend against this lawsuit and deny any liability whatsoever.

- There has been a Settlement that affects your legal rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff's claims or Defendants' defenses.

- You have a number of options available to you:

DO NOTHING	By doing nothing, you **will** receive a share of the settlement proceeds, and you will give up any rights to sue Defendant and Released Parties separately regarding all claims and causes of action of whatever kind or nature that are alleged, related to or that reasonably could have arisen out of the same facts alleged in this class action.
ASK TO BE EXCLUDED (OPT OUT)	You can request to not be part of this lawsuit. If you ask to be excluded, you **will not** receive a monetary share of the Settlement proceeds, but you will keep any rights you may have to sue Defendant and the Released Parties separately about the same legal claims alleged in this lawsuit.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this Notice.
To opt out of or object to the Settlement, you must act by November 20, 2026.

1. Why did I get this notice?

A Settlement has been reached in a class action lawsuit that was brought on behalf of a class of people defined as "all persons on whom Defendants obtained a consumer report for employment purposes between November 20, 2014 and February 28, 2022."

You have received this notice because Defendant's records indicate that you are a member of this class.

2. What is this lawsuit about?

In this class action lawsuit, Plaintiff alleges on behalf of himself and a putative nationwide class the following claim against Defendants (1) violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair Credit Reporting Act). If the case proceeded, Plaintiff may also have alleged violations of California's Investigative Consumer Reporting Agencies Act (ICRAA), California's Consumer Credit Reporting Agencies Act (CCRAA), and California's Unfair Competition Law (UCL). The class action lawsuit asserts claims for statutory damages, punitive damages, restitution, injunctive and equitable relief, and attorneys' fees and costs.

Defendant denies Plaintiff's claims, and asserts that it has complied with all of its legal obligations to applicants and its employees. If a Settlement had not been reached, Defendant would have vigorously defended against the lawsuit and was confident that it would have prevailed.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a Settlement in order to avoid the risk and expense of further litigation. Plaintiff and his attorneys believe the Settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant dispute Plaintiff's claims and assert it has complied with all of their legal obligations towards applicants and employees, Defendant also concluded that further litigation would be protracted, expensive, and would also divert resources and management and employee time.

5. What are the terms of the settlement and how much will I receive?

Subject to final Court approval, Defendants will pay $1,275,000.00 (the Gross Settlement Amount) for: (a) Settlement Payments to Participating Class Members; (b) the Court-approved Class Counsel's fees and costs; (c) the Court-approved Service Payment to the Class Representative; and (d) the Settlement Administration Costs.

Participating Class Member Settlement Payments. After deductions from the Gross Settlement Amount for attorneys' fees and costs, the Service Payment to the Class Representative, and the Settlement Administration Costs, there will be a Net Settlement Amount. From the Net Settlement Amount, Defendants will make a payment (Settlement Payment) to each Class Member who does not opt out of the Settlement Class on an equal *pro rata* share of the Net Settlement Amount. There will be a second distribution of uncashed checks to Class Members who cashed the first check. Any payments which are not cashed after the second distribution shall be transmitted to Electronic Privacy Information Center.

While the precise amount of your Settlement Payment is not known at this time.

None of the Parties or attorneys makes any representations concerning the tax consequences of this settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

If Notice to a Class Member was returned as undeliverable, and if the Settlement Administrator cannot locate a valid address for a Class Member with reasonable efforts, the Class Member will not be mailed a check and the money that would have gone to that Class Member will be redistributed to the other Participating Class Members whose Notices were not returned as undeliverable.

Class Counsel Attorneys' Fees and Costs, Service Payment to Class Representative, and Administrative Costs. Class Counsel will ask the Court for an award of reasonable attorneys' fees up to one-third of the Gross Settlement Amount and reasonable litigation costs. Class Counsel will also ask the Court to authorize a service payment to Class Representative in an amount not to exceed $7,500.00 in addition to the Class Representative's portion of the Net Settlement Amount. The costs of administering the Settlement are estimated to be $73,000.

6. What do I have to do to receive a share of the Settlement?

If you wish to receive a payment under the terms of this Settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 7, below.

7. What claims are being released by the proposed Settlement?

Upon Final Approval by the Court, Plaintiff and each member of the Settlement Class shall fully and finally compromise, release, resolve, relinquish, and discharge the Released Parties, which is defined in the Settlement and includes (i) Schenker, Inc.; (ii) Schenker, Inc.'s past, present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (iii) the past, present and future shareholders, officers, directors, members, agents, employees, independent contractors, vendors, consultants, representatives, fiduciaries, insurers (including current and former agents), reinsurers, attorneys, legal representatives, predecessors, successors, and assigns of Defendant and the entities listed in (ii), from all claims of any and every kind arising in whole or in part from or in any way related to Defendant's procurement of consumer reports or investigative consumer reports for employment purposes using the background check authorization and disclosure forms in use prior to February 28, 2022, regarding Plaintiff and such Class Members, including all claims brought or that could have been brought under the Fair Credit Reporting Act for statutory, actual and punitive damages, all state equivalent laws (including but not limited to the California Investigative Consumer Reporting Agencies Act and California Credit Reporting Agencies Act (California Civil Code § 1786 et seq. and 1785 et seq., respectively)), express or implied breach of contract, tort, equity, unfair competition, or any other type of claim based on any federal, state or municipal statute, law, ordinance or regulation. The Class Members also shall waive any right to pursue in any forum any such claims on a class or collective action basis of any kind, including any mass action. The Parties' settlement agreement shall expressly prohibit any attempt to submit opt outs from the Settlement on behalf of any group of individuals (commonly known as "mass opt outs"). Opt outs shall be valid only if submitted for or on behalf of a single individual. This release includes a waiver of California Civil Code § 1542 and like laws in other jurisdictions, and thus releases all known and unknown claims arising from or related to the facts and claims alleged or that could have been alleged in the Complaint.

8. What if I do not wish to be involved?

If you do not wish to participate in the Settlement, you may opt out of the Settlement – *i.e.*, exclude yourself from it – by submitting a Request for Exclusion or having your attorney submit a request on your behalf. If you opt out of the Settlement by doing so, you will receive no money from the Settlement, and you will not be bound by its terms.

To opt out, you must submit a Request for Exclusion by First-Class Mail postmarked no later than November 20, 2026.

A Request for Exclusion is a letter or written request to the Settlement Administrator that includes: (1) your name; (2) your signature; (3) only the last four digits of your Social Security Number; and (4) the following statement, or something similar to: "I request to be excluded from the class action proceedings in the matter of *Wickham v. Schenker, Inc.,* Case No. 5:23-cv-00946-PCP, pending in the United Stated District Court for Northern District of California."

Attorneys representing one or more Class Members may submit requests for exclusion on behalf of their clients. Such requests must clearly identify each client for whom exclusion is sought, include a signed declaration by the attorney affirming that they have authority to act on behalf of each identified client, and comply with all other requirements for exclusion set forth in this Agreement. Group submissions by attorneys shall be deemed valid provided they meet these criteria.

If you do not submit a valid and timely executed Request for Exclusion (as evidenced by the postmark,) your Request for Exclusion will be rejected, and you will be a member of the Settlement Class and will be bound by all the terms of the Settlement and any judgment entered once the Settlement is finally approved by the Court. The address for the Settlement Administrator is:

Wickham v. Schenker, Inc.
c/o Simpluris. Inc.
P.O. Box 26170
Santa Ana, CA 92799

9. What if I have an objection?

If you have not submitted a Request for Exclusion and believe the Settlement should not be finally approved by the Court for any reason, you may object to the Settlement.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Wickham v. Schenker, Inc.,* Case No. 5:23-cv-00946-PCP), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South First Street, San Jose, CA 95113, and (c) be filed or postmarked on or before November 20, 2026. Failure to send timely written objections in this manner will not foreclose a Class Member's right to have their objection heard at the Final Approval Hearing.

If you do not object in the manner described above, you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys' fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

Even if you submit an objection, you will be bound by the terms of the Settlement unless the Settlement is not finally approved by the Court.

10. Do I need a lawyer?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

Class Counsel
Shaun Setareh
SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
Beverly Hills, CA 90210
Telephone: (310) 888-7771

11. What happens next in the case?

The Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in the San Jose Federal District Courthouse, Courtroom 8 located at 280 South First Street, San Jose, CA 95113, on December 17, 2026, at 10:00AM (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's requests for attorneys' fees and costs, the Service Payment to the Class Representative, and the Settlement Administration Costs. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

12. How can I receive more information?

This notice is a summary of the basic terms of the Settlement. For more information, please visit www.EPOASettlementSInc.com, where you will find copies of the Settlement Agreement, Preliminary Approval Order, and other relevant documents, including this Notice.

If you still have further questions regarding this Notice, they should be directed to the Settlement Administrator at (877) 273-0222 or to Class Counsel at the addresses listed above in this Notice.

Please do NOT telephone the Court, the Office of the Clerk, or Defendant or its counsel for information regarding this Settlement.