

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ERIC WICKHAM,
Plaintiff,

v.

SCHENKER, INC.,
Defendant.

Case No. 5:23-cv-00946-PCP

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

Re: Dkt. No. 116

On November 20, 2019, plaintiff Michelle Orpilla filed a putative nationwide class action complaint in the Superior Court of California, County of Santa Clara. On August 18, 2021, a first amended complaint was filed naming Eric M. Wickham as the new plaintiff. Thereafter, Wickham filed a second amended complaint on March 2, 2023. On March 3, 2023, Defendant Schenker, Inc., removed the complaint to federal court in the Northern District of California. Plaintiff's complaint asserts a claim for a violation of 15 U.S.C. § 1681b(b)(2)(A) of the Fair Credit Reporting Act. On January 12, 2026, Wickham filed a second renewed motion for preliminary approval of class action settlement, including a declaration of Wickham's counsel and the executed Third Amended Stipulation of Class Action Settlement Agreement ("Stipulation" or "Settlement") with exhibits.

NOW THEREFORE, having read and considered the Stipulation and exhibits thereto, IT IS HEREBY ORDERED:

1. This Order hereby incorporates by reference the definitions of the Stipulation as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Stipulation. The Court hereby adopts the Stipulation, as set forth below.

2. The Court conditionally certifies and approves, for settlement purposes only, a

1 “Settlement Class” defined as follows: all persons residing in the United States who applied for a
2 position with Defendant described by 15 U.S.C. § 1681b(b)(2)(C) between November 20, 2014
3 and February 28, 2022 (“Settlement Class Period”) and about whom Defendant procured a
4 consumer report. Individuals falling within the definition of the Settlement Class will be referred
5 to as “Class Members.”

6 3. Shaun Setareh of Setareh Law Group (“Class Counsel”) shall represent the Settlement
7 Class for purposes of the Settlement in this Action. Any Settlement Class Member may enter an
8 appearance in the Action, at their own expense, either individually or through counsel of their own
9 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

10 4. The class representative shall be Plaintiff Eric Wickham.

11 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
12 conditions, and all release language set forth in the Stipulation attached to the Declaration of
13 Shaun Setareh as Exhibit 1 attached to Docket Entry 117. The Court finds that the Settlement
14 appears to be within the range of reasonableness necessary for preliminary approval by the Court.
15 It appears to the Court that the Settlement terms are fair, adequate, and reasonable as to all
16 potential class members when balanced against the probable outcome of further litigation, given
17 the risks relating to liability and damages. It further appears that extensive and costly
18 investigation and research has been conducted such that counsel for the Parties at this time are
19 reasonably able to evaluate their respective positions. It further appears to the Court that the
20 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay
21 and risks that would be presented by the further prosecution of the action. It appears that the
22 Settlement has been reached as a result of intensive, arms-length negotiations utilizing an
23 experienced third party neutral.

24 6. The Court confirms Simpluris as the Settlement Administrator and preliminarily
25 approves that settlement administration costs shall be paid from the Gross Settlement Amount (as
26 that term is defined in the Settlement). The cost of administration includes all tasks required of
27 the Settlement Administrator by this Agreement, including the issuance of the Notice of Class
28 Action Settlement and other documents as explained in the Joint Stipulation. American Legal

Claims Services is directed to perform all other responsibilities set forth for the Settlement Administrator as set forth in the Stipulation.

7. The Final Approval Hearing (the “Hearing”) shall be held on Dec. 17, 2026, at 10:00 A.M. before the Honorable P. Casey Pitts in Courtroom 8 in the Northern District of California’s San José courthouse. The purpose of such Hearing will be to: (a) determine whether the proposed Stipulation should be approved by the Court as fair, reasonable, and adequate; (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs, reimbursement of litigation expenses, the requested service award payment to plaintiff, and settlement administration costs; and (c) order entry of judgment in the Action, which shall constitute a complete release and bar with respect the Released Claims described in Paragraph 14, below.

8. The implementation schedule is as follows:

Date	Event
September 4, 2026	Defendant to provide to Settlement Administrator a confidential class list containing the names and, where available, last known email and physical mailing addresses of each class member to calculate Settlement Payment
September 21, 2026	Settlement Administrator to mail Class Notice to all Class Members.
November 20, 2026	Last day for Class Members to submit Objections, Requests for Exclusion, and/or Dispute to the Settlement Administrator
October 21, 2026	Plaintiff to file motions for attorney’s fees, costs, final approval of the Settlement, and proposed final approval order
November 25, 2026	Date by which Defendant will file an opposition, if any, to the motions for attorney’s fees, costs, final approval of the Settlement, and proposed final approval order
December 3, 2026	Date by which plaintiff will file a reply, if any, in support of the motions for attorney’s fees, costs, final approval of the Settlement, and proposed final approval order
November 25, 2026	Date by which Settlement Administrator will provide parties with a list of all Class Members who submitted timely requests for exclusions or objections (in addition to weekly status reports)
November 25, 2026	Date by which Settlement Administrator will provide to parties declaration certifying that notice has been mailed under the provisions of the Settlement Agreement
December 1, 2026	Date by which plaintiff and Settlement Administrator will file with the Court a declaration regarding the status of notice
December 17, 2026	Hearing on Plaintiff’s motion for final approval of Settlement

1 Within 30 days of Order and Judgment of Final Approval of Settlement	Date by which Defendant is to provide the Gross Settlement Amount to the Settlement Administrator to fund the settlement
2 Within 45 days after Order and Judgment of Final Approval of Settlement	Date by which the Settlement Administrator is to issue the Individual Settlement Payments to Class Members

5 9. The Court hereby approves, as to form and content, the Notice of Class Action
6 Settlement (“Notice”) attached to Docket Entry 117 as Exhibit A to the Stipulation and the Long-
7 Form Notice of Class Action Settlement (“Long-Form Notice”) attached to Docket Entry 117 as
8 Exhibit B to the Stipulation. The Court finds that the distribution of Notice and the posting to the
9 Settlement Website of the Long-Form Notice in the manner set forth in Paragraph 10 of this Order
10 meet the requirements of due process and are the best notice practicable under the circumstances
11 and shall constitute due and sufficient notice to all persons entitled thereto.

12 10. The Court directs the e-mailing of the Court-approved Notice, and for those individuals
13 for whom Defendants do not possess a last-known e-mail address or e-mail delivery fails, the
14 Settlement Administrator shall mail the Notice using United States First Class Mail in accordance
15 with the schedule and procedures set forth in the Stipulation. The Court finds that the dates and
16 procedure selected for the mailing of the Class Notice meet the requirements of due process,
17 provide the best notice practicable under the circumstances, and constitute due and sufficient
18 notice to all persons entitled to notice.

19 A. Defendants will provide to the Settlement Administrator the available Class
20 Information, by September 4, 2026; and

21 B. The Settlement Administrator’s duties will include: (1) establishing the
22 Settlement Website which will include the Stipulation of Settlement and a summary of the
23 settlement terms, and all other related documents will be hosted and made freely available
24 to Class Members through the final disbursement of the settlement funds; (2) upon receipt
25 of the class data, and for any Class Members for whom email delivery of the Notice is not
26 possible, the Settlement Administrator shall run on Accurant (or substantially similar) skip-
27 trace and check with the U.S. Postal Service National Change of Address Database and
28 update any addresses with any new information found regarding the location of Class

Members; and (3) for those individuals for whom Defendants do not possess a last-known e-mail address or e-mail delivery fails, the Settlement Administrator shall mail the Notice using United States First Class Mail. Other duties include: preparing, emailing, sending, printing, and mailing the Notice of Settlement to Class Members; receiving and reviewing notices of objection and requests for exclusion, if any, submitted by Class Members; calculating Individual Settlement Payments; providing weekly status reports to Defense and Class Counsel; providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing Individual Settlement Payments to Class Members; paying the Service Award, Class Counsel Fees Award, and Class Counsel Costs Award; establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; printing and providing Class Members, Plaintiff, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing Defense Counsel with an accounting of all checks issued and cashed, and for such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Settlement Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be a Settlement Administration Cost.

11. Settlement Class Members may request exclusion from the Settlement by submitting a timely written request to be excluded from the Class as set forth in the Stipulation. In order to be valid, the Request for Exclusion letter must be postmarked and sent to the Settlement Administrator within sixty (60) calendar days after the Settlement Administrator mails the Class Notice and Claim Form to Class Members. Any Settlement Class Member who submits a valid and timely Request for Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit valid and timely Requests for Exclusion shall be

bound by all terms of the Settlement and any Final Judgment.

12. Settlement Class Members who do not request exclusion may object to the Settlement and/or appear at the Final Approval Hearing to show cause why the proposed Stipulation should not be approved, why Judgment in the Action should not be entered, and to present any opposition to the application of Class Counsel for attorneys' fees, costs and expenses. In order to object to the proposed Stipulation, the Settlement Class Member may send a Notice of Objection and copies of any papers in support of his or her position pursuant to the terms of the Stipulation to the Settlement Administrator within sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members.

13. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is equal to One Million Two Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,275,000.00) which is inclusive of the payment of attorneys' fees to Class Counsel not to exceed Four Hundred and Twenty Five Thousand Dollars and Zero Cents (\$425,000.00); Class Counsel's costs not to exceed Twenty Four Thousand Dollars (\$24,000.00); the Settlement Administration Costs estimated to not exceed \$73,000.00; the Net Settlement Amount to be distributed to Settlement Class Members who do not exclude themselves from the Settlement; and any Class Representative Service Award to Plaintiff.

14. Upon entry of Judgment by the Court, in accordance with the terms of the Stipulation, all Settlement Class Members who do not exclude themselves from the Settlement shall fully and finally release and discharge the Released parties as described below:

Released Claims by All Members of the Settlement Class. Upon the Effective Date, Plaintiff and each member of the Settlement Class fully release and forever discharge the Released Parties from the Released Claims. Each Settlement Class Member who does not opt out of the Settlement or have their attorney opt out on their behalf shall release the Released Parties 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

1 check authorization and disclosure forms in use prior to February 28, 2022, regarding
2 Plaintiff and such Class Members, including all claims brought or that could have
3 been brought under the Fair Credit Reporting Act for statutory, actual and punitive
4 damages, all state equivalent laws (including but not limited to the California
5 Investigative Consumer Reporting Agencies Act and California Credit Reporting
6 Agencies Act (California Civil Code § 1786 *et seq.* and § 1785 *et seq.*, respectively)),
7 express or implied breach of contract, tort, equity, unfair competition, or any other
8 type of claim based on any federal, state or municipal statute, law, ordinance or
9 regulation. The Class Members also shall waive any right to pursue in any forum any
10 such claims on a class or collective action basis of any kind, including any mass
11 action. This release includes a waiver of California Civil Code § 1542 and like laws
12 in other jurisdictions, and thus releases all known and unknown claims arising from
13 or related to the facts and claims alleged or that could have been alleged in the
14 Complaint.

15 “Released Parties” means: (i) Defendant Schenker, Inc.; (ii) Schenker, Inc.’s past,
16 present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees,
17 franchisees, and any other legal entities, whether foreign or domestic, that are owned
18 or controlled by Defendant; and (iii) the past, present and future shareholders,
19 officers, directors, members, agents, employees, independent contractors, vendors,
20 consultants, representatives, fiduciaries, insurers (including current and former
21 agents), reinsurers, attorneys, legal representatives, predecessors, successors, and
22 assigns of Defendant and the entities listed in (ii).

23 15. In addition to the releases made by the Class Members described in Paragraph 13, upon
24 entry of Judgment by the Court in accordance with the Stipulation, Plaintiff will for herself only,
25 as of the Effective Date, as defined in the Settlement, execute a Complete and General Release of
26 all Claims, known or unknown, against the Released Parties in exchange for and in consideration
27 of the Service Award, as set forth in the Stipulation. The Complete and General Release includes
28 any unknown Claims that Plaintiff does not know or suspect to exist in her favor at the time of

1 executing the release and that, if known by him or her, would have materially affected her decision
2 not to object to the Settlement or the Complete and General Release. With respect to the
3 Complete and General Release described herein, Plaintiff will expressly waive all rights under
4 Section 1542 of the California Civil Code.

5 16. All papers in support of the Settlement, including the motion for attorney's fees and
6 costs and the Proposed Final Approval Order, shall be filed at least thirty (30) days prior to the
7 opt-out and objection deadline. The deadline to object or opt out or object is sixty (60) calendar
8 days following the date when the Settlement Administrator sends the Notice of Class Action
9 Settlement. Plaintiff will provide a supplemental declaration to the Court after the deadline
10 regarding any opt outs or objections.

11 17. The Court reserves the right to adjourn the date of the Hearing without further notice to
12 the Class Members and retains jurisdiction to consider all further applications arising out of or
13 connected with the proposed Stipulation.

14 18. All further proceedings in this Action shall be stayed except such proceedings
15 necessary to review, approve, and implement this Settlement.

16 19. In the event: (i) the Court does not finally approve the Settlement as contemplated by
17 the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the
18 Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term is
19 defined by in the Settlement); (iii) Defendant elects to void the Settlement as provided under the
20 terms of the Settlement; or (iv) the Settlement does not become final for any other reason, the
21 Settlement shall be null and void and any order or judgment entered by this Court in furtherance of
22 the Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
23 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
24 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed in
25 all respects as if the Settlement had not been executed.

26 20. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
27 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
28 connection with the negotiation, execution or implementation of this Settlement, shall be

admissible in evidence for any purpose except as provided in the Settlement.

IT IS SO ORDERED.

Dated: August 10, 2026

A handwritten signature in black ink, appearing to read "P. Casey Pitts", is written over a horizontal line.

P. Casey Pitts
United States District Judge