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individually and on behalf of all others similarly situated.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SACRAMENTO**

ANDREW D. TAPPIN, on behalf of the general  
public as private attorney general,

Plaintiff,

vs.

TFORCE FREIGHT, INC., a Virginia  
Corporation; and DOES 1 through 50, inclusive,  
Defendants.

Case No. 34-2022-00314820-CU-OE-GDS

Assigned for All Purposes to:  
Hon. Jill Talley  
Dept. 23

**[PROPOSED] ORDER GRANTING MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: June 21, 2024  
Time: 9:00 a.m.  
Dept. 23

Reservation No.:

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Attorneys for Plaintiffs DONYEISHA MISH,  
DARNÉLL LEE, LUIS ROBLES, and  
XOCHITL VELASCO, and VICTOR GONZALEZ.

1           The Court, having read the papers filed regarding Plaintiffs’ unopposed Motion for  
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,  
3 hereby finds and ORDERS as follows:

4           1.       The Stipulation of Class and PAGA Representative Action Settlement  
5 attached as Exhibit 1 to the Declaration of Samuel Almon in support of Plaintiffs’ unopposed  
6 Motion for Preliminary Approval of Class Action Settlement, filed on or about May 29, 2024 (the  
7 “Settlement Agreement”), is within the range of possible recovery and, subject to further  
8 consideration at the Final Approval Hearing described below, is preliminarily approved as fair,  
9 reasonable, and adequate. The Court, for purposes of this Order, adopts all defined terms as set  
10 forth in the Settlement Agreement.

11           2       For purposes of settlement only, the Court provisionally and conditionally certifies  
12 the following class: “All individuals who worked for Defendant TForce Freight, Inc. (“TForce”) as  
13 a non-exempt employee in California during the Class Period, which runs from May 21, 2017  
14 through the Preliminary Approval Date.”

15           3.       The Court finds the Settlement Class, consisting of at least 3,640 members, is so  
16 numerous that joinder of all members is impracticable, and that the Settlement Class is  
17 ascertainable by reference to the business records of TForce.

18           4.       The Court finds further there are questions of law and fact common to the entire  
19 Settlement Class, which common questions predominate over any individualized questions of law  
20 or fact, and these common questions include (1) whether TForce paid Settlement Class Members  
26 for all hours worked, including overtime hours, at the correct hourly wage; (2) whether TForce  
22 provided Settlement Class Members with all required meal periods on a compliant basis; (3)  
23 whether TForce provided Settlement Class Members with all required rest periods on a compliant  
24 basis; (4) whether TForce reimbursed Settlement Class Members for reasonable and necessary  
25 business expenses; (5) whether TForce provided Settlement Class Members with compliant wage  
26 statements; and (5) whether TForce paid all wages due on separation of employment.

27           5.       The Court finds further the claims of named Plaintiffs Donyeisha Mish, Darnell Lee,  
28 Luis Robles, Xochitl Velasco, Victor Gonzalez, and Andrew Tappin are typical of the claims of the

1 Settlement Class, and that they will fairly and adequately protect the interests of the Settlement  
2 Class. Accordingly, the Court appoints Donyeisha Mish, Darnell Lee, Luis Robles, Xochitl  
3 Velasco, Victor Gonzalez, and Andrew Tappin, as the Class Representatives, and appoints their  
4 counsel of record, Ronald W. Makarem, Samuel Almon and Daniel J. Bass of Makarem &  
5 Associates, APLC, Norman B. Blumenthal, Kyle R. Nordrehaug, Aprajit Bhowmik Nicholas J. De  
6 Blouw, Jeffrey S. Herman and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw  
7 LLP, and James R. Hawkins, Gregory Mauro, Michael Calvo and Jeanne Sarmiento of James  
8 Hawkins APLC, as Class Counsel.

9 6. The Court finds further that certification of the Settlement Class is superior to other  
10 available means for the fair and efficient adjudication of the controversy.

11 7. The Court finds further that, in the present case, the proposed method of providing  
12 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class  
13 Member's last known address, is reasonably calculated to notify the Settlement Class Members of  
14 the proposed Settlement and provides the best notice possible under the circumstances. The Court  
15 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class  
16 Members of the terms of the Settlement and their rights thereunder, including the right to object to  
17 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves  
18 from the Settlement and the procedure for doing so, their right to obtain a portion of the Settlement  
19 proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of  
20 Class Action Settlement and the procedure for providing Notice set forth in the Settlement  
26 Agreement, all are approved by the Court.

22 8. Under the terms of the Settlement Agreement, the Court approves the Parties'  
23 selection of CPT Group, Inc. as the Settlement Administrator. The Settlement Administrator is  
24 ordered to mail the Class Notice to the Settlement Class Members via First-Class U.S. Mail as  
25 specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the  
26 Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this  
27 Order and the Settlement Agreement, and particularly with respect to providing the Settlement  
28 Administrator all information necessary to perform its duties under the Settlement Agreement.

1           9.       Any member of the Settlement Class who wishes to comment on or object to the  
2 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class  
3 Counsel or any proposed representative enhancement to the Class Representatives, shall have  
4 forty-five (45) days from the mailing of the Class Notice to submit his or her comments and/or  
5 objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class  
6 Notice.

7           10.      Any member of the Settlement Class who wishes to exclude themselves from the  
8 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her  
9 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement  
10 and Class Notice.

11          11.      The Settlement Administrator is ordered to file a declaration in advance of the Final  
12 Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further  
13 attaching and authenticating all Objections, if any.

14          12.      A Final Approval Hearing is hereby set for December 6, 2024, at 9:00 a.m. in  
15 Department 23 of the Sacramento County Superior Court, to consider any objections to the  
16 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable and  
17 given full and final approval by the Court, and to determine the amount of attorney's fees and costs  
18 awarded to Class Counsel, the amount of any representative enhancement award to the Class  
19 Representative, and to approve the fees and costs payable to the Settlement Administrator. All  
20 legal memoranda, affidavits, declarations, or other evidence in support of the request for final  
26 approval, the award of attorney's fees and costs to Class Counsel, the enhancement awards to the  
22 Class Representatives, and the fees and costs of the Settlement Administrator, shall be filed no later  
23 than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to  
24 continue the Final Approval Hearing without further notice to the Settlement Class Members.

25          13.      Provided he or she has not submitted a timely and valid Request for Exclusion, any  
26 Settlement Class Member may appear, personally or through his or her own counsel, and be heard  
27 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.  
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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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Judge of the Superior Court: