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8 DARNELL LEE, LUIS ROBLES, XOCHITL VELASCO and
VICTOR GONZALEZ.

9 *[Additional Counsel Listed On Next Page]*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SACRAMENTO**

12
13 ANDREW D. TAPPIN, DONYEISHA
14 MISH, DARNELL LEE, LUIS ROBLES,
XOCHITL VELASCO, and VICTOR
15 GONZALEZ, individually and on behalf of
all others similarly situated, and on behalf of
the general public as private attorney general,

16 Plaintiffs,

17 vs.

18 TFORCE FREIGHT, INC., a Virginia
19 Corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.
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Case No.: 34-2022-00314820-CU-OE-GDS

Assigned for All Purposes to: Hon. Jill H.
Talley

**[PROPOSED] ORDER AND
JUDGMENT**

Date: February 14, 2025

Time: 9:00 a.m.

Department: 23

1 This matter came on for hearing on February 14, 2025 2024 at 9:00 a.m., in Department
2 23 of the above-entitled court regarding Plaintiffs' Notice of Motion and Motion for Final
3 Approval of Class and Representative Action Settlement. No objections were filed and no
4 objectors were present.

5 On August 30, 2024, the Court granted Plaintiff's Motion for Preliminary Approval
6 ("Order Granting Preliminary Approval"), thereby preliminarily approving the settlement of the
7 above-captioned Action in accordance with Stipulation of Class and Representative Action
8 Settlement and Release ("Agreement"), which, together with the Amendment to Stipulation of
9 Class and Representative Action Settlement and Release ("Amendment") and exhibits attached
10 thereto, sets forth the terms and conditions for settlement and judgment of the Action.

11 Having fully reviewed and considered the moving papers, and having analyzed Agreement
12 between Plaintiffs Andrew Tappin, Donyeisha Mish, Darnell Lee, Luis Robles, Xochitl Velasco,
13 and Victor Gonzalez ("Plaintiffs"), and Defendant TForce, formerly known as UPS Ground
14 Freight, a subsidiary of TFI International ("Defendant"), (Defendant and Plaintiffs collectively
15 "Parties"), attached as Exhibits "C-D" to the Declaration of Samuel Almon, **THIS COURT**
16 **HEREBY ENTERS THE FOLLOWING ORDERS AND JUDGMENT:**

17 1. All defined terms contained herein shall have the same meanings as those set forth
18 in the Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
23 respect to the Class and the Agreement. The Court hereby makes final its earlier provisional
24 certification of the class for settlement purposes only, as set forth in the Order Granting Preliminary
25 Approval.

26 4. For purposes of final approval of settlement, Plaintiffs are further appointed as
27 Class Representatives; Ronald W. Makarem, Samuel Almon, and Daniel J. Bass of Makarem &
28 Associates, APLC, as well Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio Julian Puche and Trevor G. Moran of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP; and James R. Hawkins, Gregory Mauro, Michael Calvo,
3 and Jeanne Sarmiento of James Hawkins APLC (“Plaintiff’s Counsel or Class Counsel”) are
4 appointed as Class Counsel.

5 5. The Notice given to Class Members informed Settlement Class Members of all
6 material elements of the settlement and of their opportunity to object to or to seek exclusion from
7 the Settlement; was the best notice practicable under the circumstances; was valid, due, and
8 sufficient notice to all Settlement Class Members; and complied fully with the laws of the state of
9 California, the United States Constitution, due process and other applicable law. The Notice fairly
10 and adequately described the terms of the settlement and provided Settlement Class Members
11 adequate instructions and a variety of means to obtain additional information regarding the
12 settlement to enter judgment thereon.

13 6. Pursuant to California law, the Court hereby grants final approval to the settlement
14 and finds it fair, reasonable and adequate, and in the best interests of the Settlement Class as a
15 whole to enter judgment thereon. More specifically, the Court finds that the settlement was
16 reached following meaningful discovery and investigation conducted by Class Counsel; that the
17 settlement is the result of serious, informed, adversarial, and arm's-length negotiations between
18 the parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.
19 In so finding, the Court has considered all of the evidence presented, including evidence regarding
20 the strength of Plaintiffs’ case; the risks, expenses, and complexity of the claims presented; the
21 likely duration of further litigation; the amount offered in the settlement; the extent of investigation
22 and discovery completed; and the experience and views of Class Counsel. Further, the Court has
23 considered the lack of objections from the settlement by Settlement Class Members. Accordingly,
24 the Court enters judgment against the Defendant and directs that the settlement be affected in
25 accordance with the Agreement, and the following terms and conditions.

26 7. As a full opportunity has been afforded to the Settlement Class Members to
27 participate in this hearing, and all Settlement Class Members and other persons wishing to be heard
28 have been heard. Settlement Class Members also have had a full and fair opportunity to exclude

1 themselves from the settlement and Class. Accordingly, the Court determines that all Settlement
2 Class Members who did not timely request exclusion from the settlement are Participating Class
3 Members bound by this Order and Judgment.

4 8. Defendant shall pay a total of \$8,250,000.00, the Gross Settlement Amount, to
5 resolve the Action. It is hereby ordered that in accordance with the Settlement Agreement
6 “Effective Date” means the date on which the Judgment becomes a Final Judgment. For purposes
7 of this Settlement Agreement, the final judgment “becomes final” only after the Court grants the
8 motion for final approval of the settlement and upon the latter of (i) the period for filing any appeal,
9 writ, or other appellate proceeding challenging or opposing the Settlement has elapsed without any
10 appeal, writ, or other appellate proceeding having been filed; (ii) any appeal, writ or other appellate
11 proceeding challenging or opposing the Settlement has been dismissed finally and conclusively
12 with no right to pursue further remedies or relief; or (iii) any appeal, writ or other appellate
13 proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. As
14 such, within fifteen (15) calendar days after the Effective Date, Defendant shall pay the Gross
15 Settlement Amount by wire transfer into the Qualified Settlement Fund set up, held, and controlled
16 by the Settlement Administrator.

17 9. The Administrator, CPT Group, Inc. is ordered to, within fifteen (15) calendar days
18 after Defendant funds the Qualified Settlement Fund, issue Individual Settlement Payments to
19 Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA
20 PAGA Payment to the LWDA, the Court-approved attorneys’ fees and costs to Class Counsel, and
21 the court-approved Enhancement Awards to the Class Representatives. Specifically, it is hereby
22 ordered that:

23 (a) the Administrator, CPT Group, Inc. shall issue payment to itself in the amount
24 of \$21,000 for the services performed and costs incurred in the administration of
25 the settlement in accordance with the Agreement and the terms and conditions of
26 this Order.

27 (b) the Administrator, CPT Group, Inc. shall issue Enhancement Awards in the
28 amount of \$10,000 to each of the Plaintiffs Andrew Tappin, Donyeisha Mish,

1 Darnell Lee, Luis Robles, Xochitl Velasco, and Victor Gonzalez for a total of
2 \$70,000.

3 (c) Class Counsels' requests for attorneys' fees in the amount of \$2,750,000 falls
4 within the range of reasonableness, and the result achieved justifies the award
5 sought. The requested fees are fair, reasonable, and appropriate, and are hereby
6 approved. It is hereby ordered and adjudged that the Administrator, CPT Group,
7 Inc. issue payment to Class Counsel of \$2,750,000 with Makarem & Associates
8 APLC receiving 71.25%; Blumenthal Nordrehaug receiving 21.25%, and James
9 Hawkins receiving 7.5% thereof.

10 (d) the LWDA PAGA Payment to the California Labor and Workforce
11 Development Agency in the amount of \$123,750, representing 75% of the PAGA
12 Payment for the settlement of claims for civil penalties under PAGA.

13 10. The Court found that Class Counsel's request for litigation costs in the amount of
14 \$29,369.62 is reasonable, less than those authorized by the settlement and approved. It is hereby
15 ordered and adjudged that the Administrator, CPT Group, Inc. issue payment to Class Counsel of
16 \$24,514.77 to Makarem & Associates, APLC; \$2,696.76 to Blumenthal Nordrehaug; and
17 \$2,158.09 to James Hawkins for reimbursement of litigation costs.

18 11. With this final approval of the settlement, the Court hereby enters judgment by
19 which, as of the Effective Date as defined in the Settlement Agreement:

20 (a) As of the Effective Date, all Participating Class Members fully and finally release the
21 Released Parties from the Released Class Claims that arose during the Class Settlement
22 Period. The Released Class Claims, as defined by the Settlement Agreement, means all
23 claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints
24 filed in the Action, and all claims that could have been asserted in the Action reasonably
25 arising from the same alleged facts and theories in the complaints filed in the Action or
26 the PAGA Actions, or alleged in the PAGA Notices sent by the Plaintiffs to the LWDA,
27 under any federal, state and local laws or the IWC Wage Orders, including claims for (1)
28 unpaid minimum wages; (2) unpaid overtime wages; (3) failure to provide meal periods

1 and pay meal period premiums; (4) failure to provide rest periods and pay rest period
2 premiums ; (5) failure to provide accurate wage statements; (6) failure to keep accurate
3 records, (7) failure to indemnify for all necessary business expenses, (8) failure to timely
4 pay wages during employment or at termination; (9) failure to pay and accurately
5 calculate all sick pay wages; (10) failure to provide and accurately calculate COVID-19
6 supplemental sick pay; (11)) violations of California Labor Code sections 201-204, 210,
7 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 248.2, 510, 512, 558, 1174, 1174.5, 1194, 1197,
8 1197.1, 1198, 2802 and 2804; (12) unfair competition based on the same Labor Code
9 violations; and (13) all claims for interest, penalties, attorneys' fees, costs and any other
10 monetary relief based upon the claims described above and including, but not limited to,
11 pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or
12 Civil Code §§ 3287(b) and 3289, costs, attorneys' fees, injunctive relief, declaratory relief,
13 or accounting that are based on or related to the alleged Labor Code, Wage Order, and
14 Business & Professions Code violations, that accrue during the Class Settlement Period.
15 Except as expressly set forth in this Agreement, Participating Class Members do not
16 release any other claims, including claims for vested benefits, wrongful termination,
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
18 social security, workers' compensation, or claims based on facts occurring outside the
19 Class Settlement Period.

20 (b) As of the Effective Date, Plaintiffs Mish, Gonzalez and Tappin, as representatives of
21 the State of California and on behalf of the LWDA and as representatives of the PAGA
22 Members, fully and finally release the Released Parties from the PAGA Released Claims
23 for the PAGA Settlement Period. The PAGA Released claims, as defined in the
24 Settlement Agreement, means all claims for civil penalties under PAGA asserted in any of
25 the complaints filed in the Action or PAGA Actions, and all claims that could have been
26 asserted in the Action or PAGA Actions, and all claims that could have been asserted in
27 the Action of PAGA Actions based on the same alleged facts and theories in the
28 complaints or in the PAGA Notices sent by the Plaintiffs to the LWDA, including claims

1 for penalties based on violations of the California Labor Code and IWC Wage Orders for
2 (1) unpaid minimum wages; (2) unpaid overtime wages; (3) failure to provide meal
3 periods and pay meal period premiums; (4) failure to provide rest periods and pay rest
4 period premiums; (5) failure to provide accurate wage statements; (6) failure to keep
5 accurate records, (7) failure to indemnify for all necessary business expenses, (8) failure to
6 timely pay wages during employment or at termination; (9) failure to pay and accurately
7 calculate all sick pay wages; (10) failure to provide and accurately calculate COVID-19
8 supplemental sick pay; and (11) violations of California Labor Code sections 201-204,
9 210, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 248.2, 510, 512, 558, 1174, 1174.5, 1194,
10 1197, 1197.1, 1198, 2802 and 2804. The Released PAGA Claims do not include other
11 PAGA claims, claims for wrongful termination, discrimination, unemployment insurance,
12 disability and worker's compensation, and claims outside of the PAGA Period.

13 (c) As of the Effective date, the Class Representatives shall be deemed to have fully,
14 finally, and forever released the Released Parties from all Class Representatives' Released
15 Claims through the Final Approval Date. The Class Representatives' Released Claims, as
16 defined in the Settlement Agreement, means "all claims, obligations, demands, actions,
17 rights, causes of action, and liabilities against the Released Parties, of whatever kind and
18 nature, character, and description, whether in law or equity, whether sounding in tort,
19 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or
20 other source of law or contract, whether known or unknown, and whether anticipated or
21 unanticipated, including all unknown claims covered by California Civil Code Section
22 1542, by the Class Representative, arising at any time up to and including the date on
23 which the Court enters the Order of Final Approval, for any type of relief, including
24 without limitation claims for wages, premium and other forms of pay,
25 unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages,
26 compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees,
27 litigation and other costs, expenses, restitution, and equitable and declaratory relief. The
28 Class Representatives' Released Claims also include, but are not limited to, the Released

1 Claims as well as any other claims under any provision of the Fair Labor Standards Act
2 (“FLSA”), the California Labor Code, including PAGA, any applicable California
3 Industrial Welfare Commission Wage Orders, any city or county Living Wage
4 Ordinances, and claims under state or federal discrimination statutes, including, without
5 limitation, the California Government Code; the Unruh Civil Rights Act, California Civil
6 Code; the California Constitution; the California Business and Professions Code,
7 including but not limited to Sections 17200 et seq.; the United States Constitution; the
8 Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit
9 Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title
10 VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the Civil Rights Act of
11 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the
12 Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement
13 Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Equal Pay Act; the Fair Credit
14 Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker
15 Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the
16 California Family Rights Act; and all of their implementing regulations and interpretive
17 guidelines; any and all claims for monetary recovery and personal or individual relief,
18 except as prohibited by law; and any premiums, penalties, interest, punitive damages,
19 costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting based on any of
20 the foregoing claims. For the avoidance of doubt, this is a complete and general release to
21 the maximum extent by law. Notwithstanding the foregoing, the release of the Class
22 Representatives’ Released Claims does not any claim or right that is not waivable as a
23 matter of law.

24 13. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),
25 the Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement
26 Class Members, to the fullest extent to enforce and effectuate the terms and intent of this
27 Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The
28 Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or

1 action taken and based on an alleged violation of any material term of the Settlement Agreement.

2 **IT IS SO ORDERED.**

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4 Dated: _____, 2025

5 _____
6 Honorable Judge of the Superior Court

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