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Attorneys for Plaintiff ANDREW D. TAPPIN,
individually and on behalf of all others similarly situated.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,
vs.

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

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

**DECLARATION OF WILLIAM
ARGUETA WITH RESPECT TO
SETTLEMENT ADMINISTRATION
AND CLASS NOTICE**

Date: February 14, 2025
Time: 9:00 a.m.
Dept: 23
Judge: Hon. Jill Talley

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DECLARATION OF WILLIAM ARGUETA

I, William Argueta, declare as follows:

1. I am a Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class action Settlement Administrator for *Tappin v. TForce Freight, Inc.* I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30 plus years, we have provided notification and/or settlement administration services in over one thousand class action cases. CPT was selected by both parties to provide notice of the settlement and process exclusions in this action. In this capacity, CPT was charged with administering the settlement terms and conditions detailed herein, included but not limited to:

- a) preparing, printing and mailing the Notice of Class Action Settlement (herein referred to as “Notice Packet”);
- b) processing undeliverable mail and locating updated addresses for Class Members;
- c) establishing and maintaining a toll-free case hotline where Class Members can speak to case representatives regarding case specific questions;
- d) receiving inquiries and other communications about the settlement;
- e) establishing and maintaining a case email address where Class Members can email with case representatives regarding case specific questions;
- f) processing Class Members’ inquiries about the Notice Packet, and Disputes, Requests for Exclusion, and Objections;
- g) providing Class Counsel and Counsel for Defendant a declaration attesting to the completion of the notice process, in addition to weekly updates during the response period;

- 1 h) establishing and administering a qualified settlement fund to disburse all settlement
2 payments;
- 3 i) calculating Individual Settlement Payments for each Participating Class Member and
4 Individual PAGA Payments for each PAGA Member;
- 5 j) issuing and distributing Class Counsel's Fees and Costs, the Named Plaintiff's
6 enhancement awards, the LWDA Payment, Individual Settlement Payments to
7 Participating Class Members and Individual PAGA Payments to PAGA Members;
- 8 k) completing any associated tax withholding and reporting to the State and Federal tax
9 authorities;

10
11 **NOTIFICATION TO THE CLASS**

12 3. CPT received the Court-approved text for the Notice Packet from Counsel on
13 September 9, 2024. CPT prepared a draft of the Notice Packet for mailing to the Class Members
14 consisting of an 8-page Notice of Class Action Settlement. CPT received approval from the
15 Parties and a sufficient number of Notice Packets were printed according to the anticipated class
16 size. Attached hereto as **Exhibit A** is a true and correct copy of the Notice Packet.

17 4. On September 30, 2024, CPT received a data file from Defendant containing
18 each Class Member's name, last known address, phone numbers, employee ID, total work
19 weeks, and Social Security number. The mailing list contained three thousand eight hundred
20 seventy-eight (3,878) Class Members, of which two thousand two hundred forty-eight (2,248)
21 are also PAGA eligible as PAGA Members.

22 5. On October 14, 2024, CPT conducted a National Change of Address (NCOA)
23 search in an attempt to update the class list of addresses as accurately as possible. A search of
24 this database provides updated addresses for any individual who has moved in the previous four
25 years and notified the U.S. Postal Service of their change of address. As a result of the NCOA,
26 CPT was able to locate four hundred twenty-eight (428) new or updated addresses.

27 6. The Notice Packets were enclosed in envelopes with the names and known
28 addresses printed on them. On October 14, 2024, the Notice Packets were mailed via U.S. First-

1 Class mail to all Class Members. The deadline to submit disputes, requests for exclusion or
2 objections was December 2, 2024.

3 7. On October 30, 2024, in compliance with the Class Action Fairness Act of 2005,
4 28 U.S.C. § 1715(b), CPT sent notification to the United States Attorney General, and the
5 Attorney Generals in thirty-five (35) states. Attached hereto as **Exhibit B** is a true and correct
6 list of the states that were mailed CAFA notifications.

7 8. CPT received two (2) requests to be added to the Class, which was forwarded to
8 Defense Counsel for review. Defense Counsel confirmed that the two (2) individuals do not
9 meet the class definition and should not be included in the class.

10 **REQUESTS FOR EXCLUSION, OBJECTIONS, AND DISPUTES**

11 9. As of the date of this declaration, two hundred forty (240) Notice Packets have
12 been returned to our office by the U.S. Postal Service as undeliverable, fifteen (15) of which
13 had a forwarding address. For the Notice Packets returned from the post office without a
14 forwarding address, CPT attempted to locate a current mailing address using Accurant, one of
15 the most comprehensive address databases available for skip tracing. Accurant utilizes hundreds
16 of different databases supplied by credit supporting agencies, public records, and a variety of
17 other national databases.

18 10. As a result of a forwarding address, and skip trace efforts, a total of two hundred
19 fifteen (215) Notice Packets were re-mailed to Class Members. As of the date of this
20 declaration, thirty-four (34) Notice Packets remain undeliverable with no forwarding address
21 and where no new address could be found through skip trace.

22 11. As of the date of this declaration, CPT reports no zero (0) valid disputes. CPT
23 received nine (9) potential disputes. These disputes were denied as Defense Counsel confirmed
24 that seven (7) of them signed releases, so their eligible workweeks include only those
25 workweeks following the dates of the releases. The other two (2) disputes did not take in
26 account the full extent of their leaves and the close of the liability period, therefore, no
27 adjustments to their workweeks were necessary.
28

12. As of the date of this declaration, CPT has not received any written objections to the Settlement.

13. As of the date of this declaration, CPT has received three (3) requests for exclusion. All three (3) were timely and valid.

BREAKDOWN OF NET SETTLEMENT AMOUNT

14. As of the date of this signed declaration, there are three thousand eight hundred seventy-five (3,875) Participating Class Members entitled to a portion of the Net Settlement Amount, excluding the Class Members who requested exclusion. Any Class Members who requested exclusion but are also a PAGA Member will receive an Individual PAGA Payment. This represents a participation rate of approximately ninety-nine percent (99.92%).

15. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the settlement payment amount for each Participating Class Member. The Net Settlement Amount is calculated as set forth below:

Gross Settlement Amount	\$8,250,000.00
Less Attorneys' Fees (Requested)	- \$2,750,000.00
Less Attorneys' Expenses (Requested)	- \$50,000.00
Less Service Awards to Plaintiff's (Requested)	- \$60,000.00
Less PAGA Payment	- \$165,000.00
<u>Less Settlement Administration Costs</u>	<u>- \$26,000.00</u>
Remaining Net Settlement Amount	\$5,199,000.00

16. Prior to the deduction of employee-side state and federal taxes, the average settlement payment is estimated to be \$1,341.68. The highest settlement payment is estimated to be \$4,127.55 and the lowest estimated payment is \$11.18.

17. The average Individual PAGA Payment is estimated to be \$18.35, and the highest payment is estimated to be \$37.65. The lowest payment is estimated to be \$0.21.

18. Due to the costs associated with the CAFA Notification that was completed on October 30, 2024, CPT has increased the costs associated with the administration of the Settlement from \$21,000.00 to a total amount of \$26,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 22nd day of January 2025 at Irvine, California.


William Argueta

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Donyeisha Mish, Darnell Lee, Luis Robles, Xochitl Velasco, Victor Gonzalez, and Andrew Tappin

v. TForce Freight, Inc.

Superior Court of the State of California, County of Sacramento

Case No. 34-2022-00314820

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against TForce Freight, Inc. (“TForce Freight”) (“Defendant”) for alleged wage and hour violations. The Action is brought by Donyeisha Mish, Darnell Lee, Luis Robles, Xochitl Velasco, Victor Gonzalez, and Andrew Tappin (“Plaintiffs”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, statutory damages, meal period premiums, rest break premiums, and penalties for pay stub and wage violations, interest, and attorneys’ fees, on behalf of a class of non-exempt/hourly employees of TForce Freight (“Settlement Class Members”) who worked in California during the Class Settlement Period (September 13, 2016 through October 7, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of TForce Freight, who worked in California during the PAGA Settlement Period (May 10, 2020 through October 7, 2023), (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Individual Class Payment	«ClassWorkWks» (During Class Period)	«EstSettAmnt» (Individual Class Payment)
Individual PAGA Payment	«PAGAWorkWks» (During PAGA Period)	«EstPAGAAmnt» (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the Eligible Workweeks and Eligible Pay Periods you are credited with working during the Class Settlement Period and PAGA Settlement Period, respectively, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Settlement Period.) If you believe you worked more Eligible Workweeks or Eligible Pay Periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that

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requires Defendant to make payments under the Settlement and requires Settlement Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Settlement Period and/or the PAGA Settlement Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your Individual Class Payment, then no further action is required on your part. You will automatically receive your Individual Class Payment from the Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT OF THE SETTLEMENT (EXCLUDE YOURSELF) DEADLINE: DECEMBER 2, 2024	If you don't want to receive your Individual Class Payment and, instead, maintain your right to pursue the claims covered by this Settlement on your own, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Settlement Class Member, and you will (1) <u>not</u> receive an Individual Settlement Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue PAGA Released Claims. See Section 10 of this Notice.
OBJECT TO THE SETTLEMENT DEADLINE: DECEMBER 2, 2024	All Settlement Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 3 of this Notice.
DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED DEADLINE: DECEMBER 2, 2024	If you believe that your number of Eligible Workweeks or Eligible Pay Periods worked listed above is incorrect, you may challenge it. The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many weeks you worked during the Settlement Class Period. The number you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: FEBRUARY 14, 2025 TIME: 9:00 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former TForce Freight employees. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and rest breaks or pay premiums for non-compliant breaks, failing to pay timely wages during employment or at termination, failing to pay sick pay wages and COVID-19 supplemental sick wages, failing to keep accurate records, failing to provide business expense reimbursements, and failing to provide accurate itemized wage statements, among other things. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages or expense reimbursements and contends it complied with all applicable laws.

Plaintiffs are represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$8,250,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement within 15 days of the Settlement’s Effective Date. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Awards, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor & Workforce Development Agency (“LWDA”). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$2,750,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. \$10,000.00 as Class Representative Enhancement Awards to each Plaintiff (for a total of \$60,000) for filing the Action, working with Class Counsel and representing the Class. A Class Representative Enhancement Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Settlement Payment and any Individual PAGA Payment.

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- C. Up to \$21,000.00 to the Administrator for services administering the Settlement.
- D. \$165,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their share of Pay Periods Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members on a pro rata based on their Eligible Workweeks during the Settlement Class Period.
- 4. Taxes Owed on Payments to Settlement Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of thirty three percent (33%) of each Individual Settlement Payment to taxable wages (“Wage Portion”) and sixty seven percent (67%) to unreimbursed expenses, penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Settlement Class Member or his/her representative setting forth the Settlement Class Member’s name, present address, telephone number, and a simple statement requesting exclusion from the Settlement. Excluded Settlement Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the

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Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Settlement Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Settlement Class Members’ Requests for Exclusion. The Administrator will also decide Settlement Class Member challenges over Eligible Workweeks and Eligible Pay Periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the entire Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Settlement Period and PAGA Settlement Period, which are resolved by this Settlement.

The Participating Class Members will release TForce Freight, Inc. (formerly known as UPS Ground Freight, Inc.) and the other Released Parties (as defined in the Settlement Agreement) from all claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the Action, and all claims that could have been asserted in the Action reasonably arising from the same alleged facts and theories in the complaints filed in the Action or the PAGA Actions, or alleged in the PAGA Notices sent by the Plaintiffs to the LWDA, under any federal, state and local laws or the IWC Wage Orders, including claims for (1) unpaid minimum wages; (2) unpaid overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to keep accurate records; (6) failure to provide accurate wage statements; (7) failure to indemnify for all necessary business expenses; (8) failure to timely pay wages during employment or at termination; (9) failure to pay and accurately calculate all sick pay wages; (10) failure to provide and accurately calculate COVID-19 supplemental sick pay; (11) violations of California Labor Code sections 201-204, 210, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 248.2, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802 and 2804; (12) unfair competition based on the same Labor Code violations; and (13) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure § 1021.5, and/or Civil Code §§ 3287(b) and 3289, costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting that are based on or related to the alleged Labor Code, Wage Order, and Business & Professions Code violations, that accrue during the Class Settlement Period. Except as expressly set forth in the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Settlement Period.

10. PAGA Members’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the entire Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members’ will release the Released Parties from all claims for civil penalties under PAGA asserted in any of the complaints filed in the Action or PAGA Actions, and all claims that could have been asserted in the Action or PAGA Actions based on the same alleged facts and theories in the complaints or in the PAGA Notices sent by the Plaintiffs to the LWDA, including claims for penalties based on violations of the California Labor Code and IWC Wage Orders for (1) unpaid minimum wages; (2) unpaid overtime

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

4. HOW WILL MY SETTLEMENT PAYMENT BE CALCULATED??

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Settlement Period, and (b) multiplying the result by the number of Eligible Workweeks worked by each individual Participating Class Member during the Class Settlement Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$41,250.00 by the total number of Eligible Pay Periods Worked by all PAGA Members during the PAGA Settlement Period and (b) multiplying the result by the number of eligible Pay Periods worked by each individual PAGA Member during the PAGA Settlement Period.
3. Workweeks Worked and Pay Period Challenges. The number of Eligible Workweeks you worked during the Class Settlement Period and the number of Eligible Pay Periods you worked during the PAGA Settlement Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until December 2, 2024 ("Response Deadline") to challenge the number of Eligible Workweeks or Eligible Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Eligible Workweeks and Eligible Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve all challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and PAGA Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and PAGA Member. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. PAGA Members Only. If you opted out of the Class settlement, but qualify as a PAGA Member, then the Administrator will send, by U.S. mail, you a single Individual PAGA Payment check.

Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as Tappin, et al. v. TForce Freight, and include your identifying information (full name, address, telephone number, approximate

dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by December 2, 2024 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the February 14, 2025 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also access this information from the Court’s Clerk’s Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is December 2, 2024 (the “Response Deadline”).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Tappin, et al. v. TForce Freight* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on February 14, 2025 at 9:00 a.m. in Department 23 of the Sacramento County Superior Court. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Court’s website or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is telephone or send an email to the Administrator using the contact information listed below, or consult the Sacramento County Superior Court website by going to www.saccourt.ca.gov and entering the Case Number for the Action, Case No. 34-2022-00314820. You can also personally review court documents in the Clerk’s Office at the Sacramento County Superior Court at the Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, California 95814.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Questions? Contact the Settlement Administrator toll free at 1-(888) 965-4539

The contact information for Class Counsel and the Administrator are below:

<u>Class Counsel:</u>
Ronald W. Makarem, Esq. Samuel Almon, Esq. Daniel J. Bass, Esq. MAKAREM & ASSOCIATES APLC 11601 Wilshire Boulevard, Suite 2440 Los Angeles, California 90025-1760 Norman B. Blumenthal Kyle R. Nordrehaug Aprajit Bhowmik Nicholas J. De Blouw BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP 2255 Calle Clara La Jolla, CA 92037 James R. Hawkins, Esq. Gregory Mauro, Esq. Michael Calvo, Esq. Jeanne Sarmiento, Esq. JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618

<u>Settlement Administrator:</u>
Tappin v. TForce Freight, Inc. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Tel: 1-(888) 965-4539 Fax: (949) 419-3446 Email Address: TForceFreightSettlement@cptgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already voided, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

Tappin v. TForce Freight, Inc.	
State	No. of Class Members
AL	2
AR	3
AZ	25
CA	3704
CO	4
FL	4
GA	5
IA	2
ID	7
IL	2
IN	3
KS	1
KY	1
MI	1
MN	1
MO	2
MS	1
MT	3
NC	2
NM	2
NV	26
NY	3
OH	3
OK	4
OR	3
PA	4
SC	1
SD	1
TN	8
TX	25
UT	9
VA	4
WA	9
WI	3