

Notice of Class Action Settlement
United States District Court – Central District of California

***** READ THIS NOTICE CAREFULLY: YOUR LEGAL RIGHTS ARE AFFECTED
 WHETHER YOU ACT OR DO NOT ACT *****

A federal court authorized this notice. This is not a solicitation from a lawyer.

You may be eligible to receive payments from a settlement in a class action lawsuit if you:

1. Signed an Independent Contractor and/or Owner Operator Agreement (either in your individual capacity or as the owner of a business entity) with Dynamex Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics West, LLC, BeavEx, Inc., or JNJW Enterprises, Inc., Velocity Express Leasing, Inc., or Velocity Express, LLC or signed an Owner Operator Agreement (either in your individual capacity or as the owner of a business entity) with Subcontracting Concepts CT, LLC (SCI) after December 31, 2019;
 2. Were based in California;
 3. Personally performed at least one delivery in California through Dynamex Operations West, Inc., TForce Final Mile West, LLC, or TForce Logistics West, LLC, from February 15, 2015 through November 15, 2022, where the delivery was not performed on an indirect basis through your engagement or association with a Delivery Service Professional (DSP), Master Contractor, Agent, Carrier, or other form of contractor; and
 4. Did not have more than one indirect driver working or associated with you at the same or different times from February 15, 2015 through November 15, 2022.
- This class action Settlement will resolve a lawsuit that alleged claims for independent contractor misclassification; reimbursement of job related-expenses; unpaid wages and deductions from pay; failure to provide off-duty meal and rest periods, and related claims for penalties and interest under California law, made on behalf of certain drivers who made certain deliveries through Dynamex Operations West, Inc., TForce Final Mile West, LLC, or TForce Logistics West, LLC, in California from February 15, 2015 to November 15, 2022.
 - All the claims at issue in this lawsuit and the Settlement described in this Notice below stem from a dispute as to whether the drivers were misclassified as “independent contractors” instead of “employees” under California law.
 - The Settlement provides monetary compensation for certain drivers’ claims under California law. It is a resolution of disputed claims. The Defendants deny that they violated any law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Receive compensation, but lose rights to sue separately.</p> <p>If you do nothing, you will receive compensation for the claims asserted in this lawsuit. You will also give up any rights to sue the Defendants separately about the same claims that were or could have been alleged in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get no compensation. Keep rights to sue separately.</p> <p>If you ask to be excluded from the Settlement you will not receive any compensation through the Settlement, but you will retain the right to file a claim separately. However, please be aware that there are time limits for you to file a claim separately.</p>
COMMENT OR OBJECT	<p>Tell the Court why you like or don’t like the Settlement.</p> <p>You must remain a member of the lawsuit to comment or object to the Settlement. This means you cannot object to the Settlement if you also are asking to be excluded from it.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. The payments described in this Notice will be made to you only if the Court approves the Settlement and after all appeals, if any, are resolved.

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BASIC INFORMATION

1. Why Did I Get This Notice?

You received this Notice because the records of TForce Final Mile West, LLC and TForce Logistics, LLC, or records provided to them by SCI, indicate all of the following: First, prior to and including December 31, 2019, you signed an Independent Contractor and/or Owner Operator Agreement (either in your individual capacity or as the owner of a business entity) with Dynamex Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics West, LLC, BeavEx, Inc., JNJW Enterprises, Inc., Velocity Express Leasing, Inc., or Velocity Express, LLC, or, after December 31, 2019, signed an Owner Operator Agreement (either in your individual capacity or as the owner of a business entity) with Subcontracting Concepts CT, LLC (SCI). Second, you were based in California, Third, you personally performed at least one delivery in California through Dynamex Operations West, Inc., TForce Final Mile West, LLC, or TForce Logistics West, LLC, from February 15, 2015 through November 15, 2022, where the delivery was not performed on an indirect basis through your engagement or association with a Delivery Service Professional (DSP), Master Contractor, Agent, Carrier, or other form of contractor; Four, you did not have more than one indirect driver working or associated with you at the same or different times from February 15, 2015 through November 15, 2022. If all four of these conditions are met, you are a member of a proposed class action Settlement and are eligible to receive a monetary payment pursuant to the Settlement.

This Notice was sent to you because you have a right to know about the proposed Settlement and about your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are resolved, you will receive the monetary payments described in this Notice unless you opt to exclude yourself from the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, the available benefits, who is eligible for them, and how to receive them.

The Court in charge of the case is the United States District Court for the Central District of California and the case is known as *Lim, et al. v. TForce Logistics, LLC, et al.*, Case No. 19-cv-04390 JAK (AGRx). The people who sued are called the “Plaintiffs.” The companies they sued, TForce Logistics, LLC and TForce Final Mile West, LLC, are called the “Defendants.”

2. What Is This Lawsuit About?

The lawsuit alleged that TForce Final Mile West and Dynamex Operations West (referred to collectively in this Notice as “TForce”) misclassified its drivers as “independent contractors” rather than “employees.” Independent contractors are not entitled to certain employment benefits and rights in the way that employees are. In the lawsuit, the Plaintiffs alleged that TForce misclassified the drivers as independent contractors to avoid providing them with the following employment rights and benefits: (1) minimum wage and overtime; (2) off-duty meal and rest periods, or compensation for on duty meal and rest periods; (3) reimbursement of necessary job-related expenses, such as the cost of fuel, vehicle insurance, maintenance and the like; and (4) itemized wage statements that contain specified wage and hour information. Plaintiff also claimed that TForce required the drivers to sign non-compete agreements that violate California law. Plaintiff sought compensation for these claims, plus penalties, interest and attorneys’ fees and costs. TForce denies that it misclassified the drivers as independent contractors, or that it engaged in any wrongful conduct or violated the law in any way.

3. What Is A Class Action?

A class action is where one or more persons called “Named Plaintiffs” or “Class Representatives,” sue on behalf of themselves and other people who have similar claims. All of the Class Members form a Class. One court resolves the issues for all Class Members.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, all parties avoid the risks and cost of a trial. The Class Representative and his attorneys think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT

5. How Do I Know If I Am Part of The Settlement?

The people who may be eligible for payments under the Settlement are called “Class Members” or “Settlement Class Members.” They are defined as all persons who, according to Defendants’ business records or records provided to them by SCI, (i) prior to and including December 31, 2019, signed an Independent Contractor and/or Owner Operator Agreement (either in their individual capacity or as the owner of a business entity) with Dynamex Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics West, LLC, BeavEx, Inc., or JNJW Enterprises, Inc., Velocity Express Leasing, Inc., or Velocity Express, LLC, or, after December 31, 2019, signed an Owner Operator Agreement (either in their individual capacity or as the owner of a business entity) with Subcontracting Concepts CT, LLC (SCI), (ii) were based in California, (iii) personally performed at least one delivery in California through Dynamex Operations West, Inc., TForce Final Mile West, LLC, or TForce Logistics West, LLC, from February 15, 2015 through December 31, 2022, or Preliminary Approval, whichever is earlier, where the delivery was not performed on an indirect basis through the person’s engagement or association with a Delivery Service Professional (DSP), Master Contractor, Agent, Carrier, or other form of contractor, and (iv) did not have more than one indirect driver working or associated with them at the same or different times from February 15, 2015 through November 15, 2022.

If you are still not sure whether you are entitled to participate in the Settlement, please call 833-709-0891.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What Does The Settlement Provide?

TForce has agreed to pay a total Settlement amount of Fifteen Million, Five Hundred Thousand Dollars (\$15,500,000.00) to resolve this case. This total Settlement amount will provide for the following: (1) Individual Settlement Payments to the Class Members (defined above) who do not exclude themselves from the Settlement; (2) the costs of administering the Settlement and processing the Settlement payments, currently estimated to be \$57,815; (3) a Service Payment of up to \$15,000 to the Named Plaintiff; and (4) attorneys’ fees of up to one-third (1/3) the total Settlement amount, plus reimbursement of costs, subject to approval by the Court; and (5) a Reserve Fund of \$150,000 to compensate Class Members that might not have been identified in TForce’s records but who come forward and are identified after the initial payments made to the Class Members out of what’s called the “Net Settlement Amount.”

The Net Settlement Amount is the total Settlement amount of \$15,500,000.00 minus the amounts described in (2)-(5) of the preceding paragraph. The Individual Settlement Payments to the Class Members will be made from the Net Settlement Amount.

You do **NOT** have to file a claim form to receive your payments under the Settlement.

The Individual Settlement Payments to the Class Members from the Net Settlement Fund will be distributed to each Class Member who does not exclude himself or herself from the Settlement, pro rata based on the number of “Workweeks.” “Workweeks” is defined in the Settlement as any week during which, according to Defendants’ business records or records provided to them by SCI, a Class Member based in California: (i) personally performed at least one delivery in California through Dynamex Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics, LLC, or TForce Logistics West, LLC, from February 15, 2015 through November 15, 2022, and (ii) the delivery was not performed on an indirect basis through the person’s engagement or association with a Delivery Service Professional (DSP), Master Contractor, Agent, Carrier, or other form of contractor. Deliveries performed prior to April 17, 2019 under contracts with BeavEx, Inc. or JNJW Enterprises are excluded for purposes of computing Workweeks. Deliveries that were subject to the settlement and release in *Flores, et al. v. TFI International, Inc. et al.*, N.D. Cal. Case No. 3:12-cv-5790-JST are excluded for purposes of computing workweeks. The distribution formula is described in more detail in Section 7 below.

Class Members will have 180-days to cash their settlement checks. If after this 180-day period there are funds remaining in the settlement account, the parties will confer with the Settlement Administrator to determine if a second distribution of settlement checks to Class Members who cashed their original checks would be cost effective given the amount left in the settlement account as compared to the administrative costs and projected amounts of the individual checks for a second distribution. If there is a second distribution, it will be made on a pro rata basis to the Class Members who cashed their original checks. If there are not sufficient funds left over to make a second distribution cost-effective, or if there are funds left in the settlement account after a second distribution, they will be distributed to the two *cy pres* beneficiaries: California Rural Legal Assistance and Legal Aid at Work in equal amounts (50% each). Both organizations work to benefit the individuals that the underlying lawsuit sought to protect.

7. How Will The Settlement Money Be Split Up?

Your individual share of the Settlement will be calculated based on your total “Workweeks,” as defined in section 6 above. The calculation will be performed in the following way:

First, the Settlement Administrator will determine the number of Class Members who do not exclude themselves from the Settlement. These individuals will be known as “Participating Class Members.” Second, the number of Workweeks, as defined in Section 6 above, for each Participating Class Member will be determined. Third, the number of such Workweeks for all Participating Class Members will be added together. Fourth, the Net Settlement Amount will be divided by the total number of Workweeks for all Participating Class Members, combined. This will establish the value for each Workweek. Then, for each Participating Class Member, this Workweek value will be multiplied by the number of Workweeks. The result will be that Participating Class Member’s Individual Settlement Payment.

8. How Much Of The Settlement Will I Receive?

The estimated amount of money that you can expect to receive is stated in Section 8 of the Notice of Settlement that was sent to you. The estimated amount of money that you can expect to receive is based on the number of Workweeks for which you are credited under the Settlement. The number of Workweeks is also shown in Section 8 of your Notice. Sections 6 & 7 of your Notice explains how the Workweeks are determined and how the estimated amount of your Individual Settlement Payment was calculated.

The Notice was sent via U.S. Mail, and via email to the personal email address on file with TForce. If you did not receive your Notice, please contact the Settlement Administrator by calling 833-709-0891 or visiting www.LimTForceClassActionSettlement.com. Please be aware that this amount is an estimate.

How Will My Settlement Payment Be Taxed?

Twenty percent (20%) of each Individual Class Member Payment will be allocated to alleged wages for which IRS Forms W-2 will be issued; Forty percent (40%) will be allocated to alleged expense reimbursement; Twenty percent (20%) will be allocated to alleged interest for which IRS Form 1099-INT will be issued, and Twenty percent (20%) will be allocated to alleged penalties for which IRS Form 1099-MISC will be issued. The Settlement Administrator will issue all W-2, 1099-INT and 1099-MISC forms, to the extent required by law. You should speak with an accountant or other tax professional about any tax implications of your Settlement checks.

9. What If The Information About My Compensation Printed On This Notice Is Incorrect?

The Workweek information TForce provided for you is presumed to be accurate. If you disagree with the number of eligible Workweeks printed in Section 8 above, you may dispute it. If you dispute the number of Workweeks, as defined in Section 6 above, you must explain your position to the Settlement Administrator in writing no later than **February 18, 2023**. Please mail your submission to:

Lim, et al. v. TForce Logistics LLC, et al.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

Please be sure to include with your submission any supporting documentation, such as your contracts, paystubs, or other records showing your total Workweeks, as defined in Section 6 above. Counsel for the parties and, if necessary, the Court, will make a final determination regarding your Individual Settlement Payment after reviewing your submission and comparing them against TForce’s records, which will control in the event of a conflict.

10. What Am I Giving Up To Stay In The Class And Get Compensation?

Unless you submit a timely Request for Exclusion from the Settlement according to the instructions in Section 12 below, you will remain part of the Settlement Class. This means that you will be sent your Individual Settlement Payment without having to file any claim. In addition, it means that all of the Court’s orders in this case will apply to you and legally bind you with respect to the claims asserted in this case.

It also means that you (along with your representatives, agents, attorneys, heirs, administrators, successors, and assigns) will release and therefore not be able to sue, continue to sue, or be part of any other lawsuit or adjudicatory proceeding against TForce Final Mile, LLC, TForce Final Mile West, LLC, TForce Logistics West, LLC, Dynamex, Inc., Dynamex

Operations West, Inc., BeavEx, Inc., JNJW Enterprises, Inc., Subcontracting Concepts CT, LLC, Subcontracting Concepts, LLC, Drive Force West, LLC, and, for each of those entities, their respective parents, subsidiaries, affiliates, former and present directors, officers, shareholders, owners, employees, lawyers, insurers, predecessors, successors, and assigns, for any wage and hour claims, arising from the alleged misclassification of Class Members as independent contractors rather than employees, which were pled or that could have been pled based on the facts alleged in the Operative Complaint filed in this Action, and which accrued from February 15, 2015 through November 15, 2022. This includes but is not necessarily limited to claims for (1) misclassifying Class Members as independent contractors, (2) failure to pay overtime and/or double-time compensation; (3) failure to pay regular rates for all hours worked, (4) failure to reimburse business expenses; (5) unlawful deductions from wages; (6) failure to provide off-duty and compliant meal periods, or compensation in lieu thereof; (7) failure to provide paid, off-duty or compliant rest periods, and/or compensation in lieu thereof; (8) failure to provide accurate, itemized wage statements; (9) failure to keep accurate payroll records; (10) waiting time penalties; (11) maintaining unlawful non-compete clauses or contracts in restraint of trade; (12) violation of the Unfair Competition Law, Bus. & Prof. Code §§ 17200, et seq.; (13) alleged violations of California Labor Code sections 201-03, 204, 218, 218.6, 221-23, 226, 226.3, 226.7, 226.8, 400-10, 432.5, 510, 512, 515.5, 1174, 1174.5 1194, 1197.1, 1198, 2800, 2801, 2802, 2804; IWC Wage Order No. 9 sections 3, 7, 8, 11, 12, Title 8 C.C.R. section 11090, section 7, 8, 11, 12, Civil Code section 3287, California Business and Professions Code sections 16600 *et seq.*; and 17200 *et seq.* based on the foregoing alleged violations; and (14) 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, and all costs, attorneys' fees, injunctive relief, declaratory relief, penalties, or accounting that are based on or related to the alleged Labor Code, Wage Order, and Business & Professions Code violations, that accrue from February 15, 2015 through November 15, 2022. For Participating Class Members who cash a settlement check for their Individual Class Member Payment after receiving the Class Notice, the Class Released Claims will also include claims under the Federal Labor Standards Act or other federal law or regulations.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How Do I Exclude Myself From This Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail clearly saying that you have read this notice and want to be excluded from the Settlement Class in *Lim, et al. v. TForce Logistics, LLC, et al.*, Case No. 19-cv-04390 JAK (AGRx). You must mail your exclusion request postmarked no later than **February 18, 2023**, to:

Lim, et al. v. TForce Logistics LLC, et al.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

You cannot exclude yourself on the phone or by e-mail. For a Request for Exclusion from the Settlement to be valid, it must: (a) be written, (b) be signed by you, (c) identify your name, (d) identify this case (*Lim, et al. v. TForce Logistics, LLC, et al.*, Case No. 19-cv-04390 JAK (AGRx)), (e) state that you have reviewed the Class Notice regarding the settlement of the Action and the consequences of requesting exclusion from it, and wish to be excluded from the settlement, (f) be mailed to the Settlement Administrator at the address provided above, and (g) be postmarked on or before **February 18, 2023**. The postmark will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

If you submit your request to be excluded, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. **However, if you request to exclude yourself, be aware that there will be a time limit to bring your claims that may expire.**

12. If I Don't Exclude Myself, Can I Sue Later?

Not for the claims that this Settlement resolves. Unless you exclude yourself, you will release the claims described in Section 11 above. You can still sue for other claims, just not for those claims that this Settlement resolves.

13. If I Exclude Myself, Can I Get The Benefits Of This Settlement?

No. If you exclude yourself from the Settlement Class you won't get any payments or benefits from this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I Have A Lawyer In This Case?

The Court has decided that the law firm of Schneider Wallace Cottrell Konecky LLP is qualified to represent you and all Settlement Class Members. The law firm is called “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I Get My Own Lawyer?

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

16. How Will The Lawyers Be Paid?

Class Counsel will ask the Court for attorneys’ fees of up to one third of the total settlement amount. Class Counsel will also seek reimbursement from the Settlement Fund of actual expenses they incurred in pursuing the lawsuit, such as costs for depositions, court reporters, expert fees, filing fees, mediation fees, and travel expenses. Class Counsel will file an application to the Court no later than March 6, 2023 setting forth their actual hours worked and attorneys’ fees and expenses they will be seeking from the total settlement amount for their work on behalf of the Class Members. You can obtain a copy of Class Counsel’s application for attorneys’ fees and expenses after March 6, 2023 by visiting www.LimTForceClassActionSettlement.com, or by contacting Class Counsel at (415) 421-7100.

17. Will There Be A Service Award To The Named Plaintiff?

The Settlement also provides that the Class Representative Plaintiff may apply for Service Awards of up to \$15,000 in recognition for the significant time, effort and risks he took in prosecuting the case on behalf of the Class. The Court may award less than this amount. The Plaintiffs will file an application to the Court no later than March 6, 2023 that discusses the work performed by the Class Representatives and the basis of the request for Service Awards. You can obtain a copy of this application after March 6, 2023 by visiting www.LimTForceClassActionSettlement.com, or by contacting Class Counsel at (415) 421-7100.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

18. How Do I Tell The Court That I Like Or Don’t Like The Settlement?

If you are a Settlement Class Member, you can tell the Court that you object to the Settlement, and/or Plaintiff’s application for attorneys’ fees and costs or Service Awards, and think the Court should not approve them. You can also tell the Court that you like the Settlement, and that it should be approved. The Court will consider your views.

You can’t ask the Court to order a different settlement; the Court can only approve or reject this 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 must object.

Any objection to the proposed Settlement must be in writing, signed and filed with the Court. 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 objections and supporting papers must (a) be in writing, (b) be signed by you, (c) identify your name, (d) identify this Action (*Lim, et al. v. TForce Logistics, LLC, et al.*, Case No. 19-cv-04390 JAK (AGRx)), (e) be mailed to the Settlement Administrator at the address provided in Section 11 above, with a postmark on or before **March 20, 2023**. If you intend to appear at the Final Approval Hearing through counsel, you must also state the identity of all attorneys representing you who will appear at the Final Approval Hearing.

If you do not submit a written objection to the proposed Settlement or the application of Class Counsel for attorneys’ fees, expenses, and Service Awards in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning the matter. However, the Court in its discretion may allow a Participating Class Member to still object by appearing at the Final Approval Hearing, regardless of whether such Participating Class Member submits a written objection. Nonetheless, to preserve your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning this matter, you must submit a written objection to the Settlement Administrator that is postmarked on or before **March 20, 2023**, as provided above.

19. What Is The Difference Between Objecting And Excluding Myself?

objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When And Where Will The Court Decide To Approve The Settlement?

The Court will hold a Final Approval hearing on April 3, 2023 at 8:30 a.m. PT, in Courtroom 10B, United States District Court for the Central District of California, 350 W. First Street, Los Angeles, CA 90012. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge may listen to people who have previously asked in writing to speak at the hearing. The judge may also decide how much to pay Class Counsel or whether to approve the requested Service Awards for the named Plaintiffs and Settlement Class Members that worked on this case. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

21. Do I Have To Come To The Hearing?

No. Class Counsel will answer questions that the judge may have. But you are welcome to come at your own expense. If you file an objection, you do not have to come to court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may pay your own lawyer to attend the hearing, but it is not necessary.

22. May I Speak At The Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing about the proposed Settlement or the application of Plaintiffs' counsel for attorneys' fees, expenses and Service Awards. To do so, please send a letter saying that it is your intention to appear at the Final Approval Hearing in *Lim, et al. v. TForce Logistics, LLC, et al.*, Case No. 19-cv-04390 JAK (AGRx). The letter should state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and include your full name, address, telephone number, and signature. To preserve your right to object to the Settlement and appeal and judgment, however, you must submit a written objection to the Settlement Administrator at the address in Section 11, such that it is *postmarked* no later than **March 20, 2023**. Additionally, you cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

23. What Happens If I Do Nothing At All?

If you do nothing, you will receive the Settlement payments if the Court approves the Settlement, and release the claims described in Section 11 above.

GETTING MORE INFORMATION

24. Are There More Details About The Settlement?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement agreement available at www.LimTForceClassActionSettlement.com, or by contacting Class Counsel at (415) 421-7100. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the Records Department of the United States District Court for the Central District of California (Western Division) 255 East Temple Street, Suite TS-134, Los Angeles, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding federal holidays.

25. How Do I Get More Information?

You can receive more information about this litigation and Settlement by calling 833-709-0891, or visiting www.LimTForceClassActionSettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S RECORDS DEPARTMENT TO INQUIRE ABOUT THIS SETTLEMENT.