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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SANTIAGO LIM individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TFORCE LOGISTICS, LLC, and
TFORCE FINAL MILE WEST, LLC

Defendants.

No. 2:19-cv-04390-JAK (AGR_x)

**FINAL JUDGMENT AND
DISMISSAL WITH PREJUDICE**

JS-6

1 On April 18, 2023, an order was entered on Plaintiff’s Motion for Final Approval
2 of Class Action Settlement, Plaintiff’s Motion for Service Award, and Plaintiff’s Motion
3 for Attorney’s Fees and Costs (“Final Approval Order”).

4 As discussed in the Final Approval Order, this action has been settled in its entirety
5 and the following Orders have been made regarding the Class Action Settlement and
6 related matters:

7 1. The Final Approval Motion is **GRANTED** as to certification of the Settlement
8 Class defined as: “All persons who, according to Defendants’ business records or
9 records provided to them by SCI, (i) prior to and including December 31, 2019,
10 signed an Independent Contractor and/or Owner Operator Agreement (either in
11 their individual capacity or as the owner of a business entity) with Dynamex
12 Operations West, Inc., TForce Final Mile West, LLC, TForce Logistics West,
13 LLC, BeavEx, Inc., JNJW Enterprises, Inc., Velocity Express Leasing, Inc., or
14 Velocity Express, LLC, or, after December 31, 2019, signed an Owner Operator
15 Agreement (either in their individual capacity or as the owner of a business entity)
16 with Subcontracting Concepts CT, LLC (SCI), (ii) were based in California, (iii)
17 personally performed at least one delivery in California through Dynamex
18 Operations West, Inc., TForce Final Mile West, LLC, or TForce Logistics West,
19 LLC, from February 15, 2015 through [November 15, 2022], where the delivery
20 was not performed on an indirect basis through the person’s engagement or
21 association with a Delivery Service Professional (DSP), Master Contractor, Agent,
22 Carrier, or other form of contractor, and (iv) did not have more than one indirect
23 driver working or associated with them at the same or different times during the
24 Class Period.” The Class Period is from February 15, 2015, through November 15,
25 2022;

26 2. The Final Approval Motion is **GRANTED** as to the fairness, adequacy and
27 reasonableness of the Settlement. Distribution of the Gross Settlement Fund in the
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1 manner set forth in the Court’s previous Preliminary Approval Order is
2 **APPROVED** subject to the terms of the Final Approval Order;

- 3 3. The Service Award Motion is **GRANTED** as to an award of \$13,750 to Plaintiff
4 Santiago Lim for the reasons discussed in the Final Approval Order;
- 5 4. The request by Settlement Class Member Villaverde for an award equal to the
6 amount that will be paid to Plaintiff Lim is **DENIED** because it is procedurally
7 deficient and without legal basis, as discussed in the Final Approval Order;
- 8 5. Attorney’s Fees of \$4,350,000, plus attorney’s costs as to an award of \$74,600, are
9 granted as reasonable for the reasons discussed in the Final Approval Order.

10
11 Accordingly, pursuant to Fed. R. Civ. P. 58, and subject to continuing jurisdiction with
12 respect to any issues that arise as to the implementation of the Settlement and related
13 matters, the Clerk of the Court is directed to enter this Final Judgment dismissing the
14 action with prejudice.

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17 **IT IS SO ORDERED.**

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19 Dated: April 25, 2023



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21 John A. Kronstadt
22 United States District Judge
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