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on behalf of himself and all others similarly situated and aggrieved

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN JOAQUIN

11 JASON WICKLUND, an individual, and on
12 behalf of all others similarly situated and
aggrieved,

13 Plaintiff,

14 v.

15 TQ LOGISTICS INC., a Georgia Corporation,
16 NITAL PILLAY, an individual; and DOES 1
through 100,
17 inclusive,

18 Defendants.
19
20

CASE NO.: STK-CV-UOE-2024-0004980
RELATED CASE NO.: STK-CV-UOE-2024-
0018624

[Assigned for all purposes to the Hon. Robert T.
Waters in Dept 11B]

~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY

BY FAX

DEC 05 2025

1 This Court, having considered the Motion of Plaintiff, Jason Wicklund ("Plaintiff") for
2 Preliminary Approval of the Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class and PAGA
5 Settlement Agreement (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed
6 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"),
7 and other documents submitted in support of the Motion for Preliminary Approval, hereby

8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class ("Settlement Class," "Settlement
12 Class Members" or "Class Members") for the purpose of settlement only: all persons employed by
13 TQ Logistics, Inc. in California and classified as a non-exempt, hourly-paid employee who worked
14 for TQ Logistics, Inc. during the period from April 24, 2020, through March 7, 2025 ("Class
15 Period").

16 3. The Court preliminarily appoints the named Plaintiff, Jason Wicklund, as the Class
17 Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of
18 Bibiyan Law Group, as Class Counsel.

19 4. "Defendants" means TQ Logistics, Inc. and Nital Pillay.

20 5. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length
3 negotiations utilizing an experienced third-party neutral.

4 6. The Court approves, as to form and content, the Notice of Proposed Class Action
5 Settlement and Date for Final Approval Hearing ("Class Notice") that has been submitted herewith.

6 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 8. The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of \$250,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
12 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
13 Agreement, amounts to \$87,500.00, in addition to actual costs incurred of up to \$25,000.00; a
14 service award of \$7,500.00 to Plaintiff; costs of settlement administration of no more than
15 \$5,650.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of
16 \$25,000.00 of which \$18,750.00 (75%) will be paid to the Labor and Workforce Development
17 Agency ("LWDA") and \$6,250.00 (25%) to Aggrieved Employees

18 9. "Aggrieved Employee" means a person employed by TQ Logistics, Inc. in California
19 and classified as a non-exempt, hourly-paid employee who worked for TQ Logistics, Inc. during the
20 period from April 24, 2023, through the end of the Class Period ("PAGA Period").

21 10. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
22 paid separately and apart by TQ Logistics, Inc, on the wages portion of the Gross Settlement
23 Amount.

24 11. Class Member's "Workweek" shall mean any week during which a Class Member
25 worked for TQ Logistics, Inc. for at least one day during the Class Period, based on hire dates, re-
26 hire dates (as applicable), and termination dates (as applicable).

27 12. The settlement is based on TQ Logistics, Inc.'s representation that there are no more
28 than 5,726 Workweeks worked during the Class Period. In the event the number of Workweeks

1 worked by Class Members during the Class Period increases by more than 10%, or 573 additional
2 Workweeks, TQ Logistics may elect to either (1) cut off the release period as of the date the 10
3 percent cushion is exhausted, or (2) purchase the additional workweeks above the 10 percent cushion
4 at a *pro rata* rate. If TQ Logistics elects Option 2, then the Gross Settlement Amount shall be
5 increased proportionally by the Workweeks in excess of 5,726 Workweeks multiplied by the
6 Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon
7 Gross Settlement Amount (\$250,000.00) by 5,726, which amounts to a Workweek Value of \$43.66.
8 Thus, for example, should there be 6,500 Workweeks in the Class Period, then the Gross Settlement
9 Amount shall be increased by \$33,792.84 $[(6,500 \text{ Workweeks} - 5,726 \text{ Workweeks}] \times \43.66 per
10 Workweek).

11 13. The Court deems Apex Class Action LLC ("Settlement Administrator" or "Apex" or
12 "Administrator"), the Settlement Administrator, and payment of administrative costs, not to exceed
13 \$5,650.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the
14 class.

15 14. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,
16 TQ Logistics will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
17 spreadsheet. "Class Data" means Class Member identifying information in Defendants' custody,
18 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last
19 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
20 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

21 15. To protect Class Members' privacy rights, the Administrator must maintain the Class
22 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
23 and restrict access to the Class Data to Administrator employees who need access to the Class Data
24 to effect and perform under this Agreement. TQ Logistics has a continuing duty to immediately
25 notify Class Counsel if it discovers that the Class Data omitted class member identifying information
26 and to provide corrected or updated Class Data as soon as reasonably feasible. Without any
27 extension of the deadline by which TQ Logistics must send the Class Data to the Administrator, the
28

1 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
2 resolve any issues related to missing or omitted Class Data.

3 16. No later than three (3) business days after receipt of the Class Data, the Administrator
4 shall notify Class Counsel that the list has been received and state the number of Class Members,
5 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

6 17. Using best efforts to perform as soon as possible, and in no event later than 14 days
7 after receiving the Class Data, the Administrator will send to all Class Members identified in the
8 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
9 translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the
10 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
11 Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA
12 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
13 Administrator shall update Class Member addresses using the National Change of Address database.

14 18. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
15 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
16 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
17 Settlement. Class Members to whom Notice Packets are resent after having been returned
18 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
19 has expired.

20 19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
21 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
22 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
23 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
24 representative that reasonably communicates the Class Member's election to be excluded from the
25 Settlement and includes the Class Member's name, address and email address or telephone number.
26 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

27 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
28 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the

1 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
2 Class Notice. The Class Member may challenge the allocation by communicating with the
3 Administrator via mail. The Administrator must encourage the challenging Class Member to submit
4 supporting documentation. In the absence of any contrary documentation, the Administrator is
5 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are
6 consistent with the Class Data.

7 21. Only Participating Class Members may object to the class action components of the
8 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
9 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
10 and/or Class Representative Service Payment. Participating Class Members may send written
11 objections to the Administrator, by mail. In the alternative, Participating Class Members may appear
12 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
13 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
14 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
15 additional 15 days for Class Members whose Class Notice was re-mailed).

16 22. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement. If a Class Member submits both an objection and a Request for
18 Exclusion, the Request for Exclusion will control, and the Objection will be overruled.

19 23. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the
21 funds represented by such checks to the California Controller's Unclaimed Property Fund, in the
22 name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of
23 California Code of Civil Procedure Section 384, subd. (b).


24 24. All papers filed in support of final approval, including supporting documents for
25 attorneys' fees and costs, shall be filed by June 24, 2026 ^{KTW}.

26 25. A Final Fairness and Approval Hearing shall be held with the Court on
27 July 17, 2026 at 9:00 am ^{now} in Department 11B of the above-entitled Court to
28 determine: (a) whether the proposed settlement is fair, reasonable and adequate, and should be

1 finally approved by the Court; (b) the amount of attorneys' fees and costs to be awarded to Class
2 Counsel; (c) the amount of service award to the Class Representative; (d) the amount to be paid to
3 the Settlement Administrator; and (e) the amount to be apportioned to PAGA and/or paid to the
4 LWDA and Aggrieved Employees.

5 **IT IS SO ORDERED.**

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7 Dated: February 3, 2026



Judge of the Superior Court

ROBERT T. WATERS

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