

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Recitals.

A. Introduction. This class action settlement agreement (the “Settlement Agreement”) details and finalizes the terms for settlement of class claims set forth between the parties on November 9, 2016. This Settlement Agreement is entered by and among Plaintiffs Kevin Helde, Jon Bodily, and Max Tena (“Plaintiffs”), individually and on behalf of the members of the proposed settlement class defined herein in Section II.A (the “Settlement Class”), and Defendant Knight Transportation, Inc. (“Knight” or “Defendant”), (collectively, the “Parties”), in the matter of *Helde, et. al v. Knight Transportation Inc.*, No. 2-12-CV-00904 RSL (the “Action”).

B. Purpose. Pursuant to the terms set forth below, Plaintiffs and Knight enter into this Settlement Agreement to bring about a full, complete, and final resolution of all claims asserted in the Action against Knight by Plaintiffs and the Settlement Class. The parties agree to settle the Action as it relates to Knight pursuant to the provisions of this Settlement Agreement, which are set forth in detail below. Plaintiffs and counsel for Plaintiffs and the proposed Settlement Class (“Class Counsel”) judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Class and to be in the best interests of the Settlement Class.

II. Settlement Terms.

A. The Settlement Class.

This Settlement Agreement is entered into on behalf of the current and former Washington-based drivers whom Knight previously identified as Class members in this Action (the “Original Class Members”), all of whom are listed in Exhibit A. If any one of these drivers submits a timely exclusion request form as set forth in Section II.J of this Agreement, that driver shall lose his Original Class Member status and shall not benefit from nor be bound by the Settlement Agreement. The Settlement Class shall be composed of those Original Class Members who do not submit a timely exclusion request form as set forth in Section II.J of this Settlement Agreement.

B. Settlement Class Proceeds.

Knight shall pay a total of \$1,450,000 to the Settlement Class (the “Settlement Class Proceeds”) with no right to reversion. The Settlement Class Proceeds shall be allocated among the claims of the Settlement Class as follows:

1. \$75,000 shall go to the Settlement Class in relation to the orientation pay, advanced payroll deduction, and weekly minimum wage claims.

2. \$500,000 shall go to the Settlement Class in relation to the per diem claim.
3. \$875,000 shall go to the Settlement Class in relation to the rest break claim.

C. Service Awards and Net Settlement Class Fund.

Subject to Court approval, each of the three named Plaintiffs shall receive a service award of \$10,000 from the Settlement Class Proceeds. If approved, these proposed service awards shall be paid in recognition of and as consideration for the efforts of Plaintiffs in representing the Settlement Class.

The remaining \$1,420,000 from the Settlement Class Proceeds shall be considered the Net Settlement Class Fund and shall be distributed to the Settlement Class Members in accordance with Section II.D.1.

If the Court awards anything less than \$10,000 to any named Plaintiff in relation to his proposed service award, then the difference between \$10,000 and the amount awarded shall be added to the Net Settlement Class Fund.

D. Settlement Administrator.

Knight shall retain CPT Group to act as and effectuate the duties of the Settlement Administrator in accordance with this Settlement Agreement. Knight shall be solely responsible for paying any fees, costs, or other charges imposed by the Settlement Administrator, and any such payments shall be separate from and in addition to the Settlement Class Proceeds identified above.

E. Class Counsel's Attorneys' Fees and Litigation Costs.

The amount of reasonable attorneys' fees and litigation costs to be paid to Class counsel shall be decided by the Court on Plaintiffs' motion, with Knight having complete rights to challenge and contest that motion, unless the Parties are able to reach an agreement as to the total amount before the motion is filed. Knight shall pay the awarded or agreed upon attorneys' fees and litigation costs separately from and in addition to the Settlement Class Proceeds identified above.

Plaintiffs shall move for an award of attorneys' fees and litigation costs, whether to be decided by the Court or in accordance with the Parties' agreement, no later than fourteen calendar days after the Court preliminarily approves the Settlement Agreement.

F. Effective Date and Settlement Payments.

This Settlement Agreement shall become effective when all of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties and their counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) notice has been given to the Original Class Members, providing them with an opportunity to opt out of the Settlement; (iv) the Court has ruled on Class Counsel's motion for attorneys' fees and litigation costs or the Parties have reached an agreement on fees and costs before such ruling is made; (v) the Court has held a formal fairness hearing and entered a final order and judgment certifying the Settlement Class, dismissing this case with prejudice, and approving this Stipulation of Settlement; and (vi) the effective date has occurred. The effective date of the Settlement ("Effective Date") shall be the later of either (1) the expiration of the time for filing an appeal from the Court's entry of a final judgment order (31 days from Entry of Judgment) or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of the Settlement. No money will be distributed unless and until the Effective Date occurs.

Within ten days of the Effective Date, Knight shall pay the Settlement Class Proceeds into an account maintained by the Settlement Administrator.

Within ten days of the Effective Date, Knight shall pay to Class Counsel all attorneys' fees and litigation costs awarded by the Court or agreed to by the Parties.

Within thirty days of the Effective Date, Knight shall pay to the Settlement Administrator all funds necessary to cover Knight's appropriate and lawfully required employer-side payroll taxes. Payment of these taxes shall be separate from and in addition to the Settlement Class Proceeds.

Any payments made to Settlement Class Members shall not be construed as compensation for purposes of determining eligibility for unemployment compensation or any benefits from Knight, including health and welfare benefits. Specifically, payments made under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Original Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Original Class Members may be entitled under any benefit plans.

G. Distribution of the Settlement Class Proceeds.

Each Settlement Class Member shall be entitled to an individual award from the Net Settlement Class Fund. This individual award shall be the sum of the Settlement Class Member's proportional shares, and those shares shall be calculated by Class Counsel according to the following formulas:

1. The formula for the orientation pay claim shall be $(X / Y * 75000 / 1450000 * \text{Net Settlement Class Fund} * .5475)$, where X is the individual Settlement Class Member's actual damages plus interest for the orientation pay claim as calculated by Class Counsel's expert, and Y is the total in actual damages plus interest for all Settlement Class Members in relation to that same claim as calculated by Class Counsel's expert.
2. The formula for the advanced payroll deduction claim shall be $(X / Y * 75000 / 1450000 * \text{Net Settlement Class Fund} * .03522)$, where X means the individual Settlement Class Member's actual damages plus interest for the advanced payroll deduction claim as calculated by Class Counsel's expert, and Y means the total in actual damages plus interest for all Settlement Class Members in relation to that claim as calculated by Class Counsel's expert.
3. The formula for the weekly minimum wage claim shall be $(X / Y * 75000 / 1450000 * \text{Net Settlement Class Fund} * .4173)$, where X means the years worked by the individual Settlement Class Member as calculated by Class Counsel's expert, and Y means the total in years worked by all Settlement Class Members as calculated by Class Counsel's expert.
4. The formula for the per diem claim shall be $(X / Y * 500000 / 1450000 * \text{Net Settlement Class Fund})$, where X means the individual Settlement Class Member's actual damages plus interest for the per diem claim as calculated by Class Counsel's expert, and Y means the total in actual damages plus interest for all Settlement Class Members in relation to that claim as calculated by Class Counsel's expert.
5. The formula for the rest break claim shall be $(X / Y * 875000 / 1450000 * \text{Net Settlement Class Fund})$, where X means the years worked by the individual Settlement Class Member as calculated by Class Counsel's expert, and Y means the total in years worked by all Settlement Class Members as calculated by Class Counsel's expert.

No later than twenty days after the deadline for exclusion requests, Class Counsel shall produce to the Settlement Administrator an Excel spreadsheet listing the gross amount of each Settlement Class Member's individual award. Each individual award shall be allocated as 66.66 percent being for payment of non-wage penalties and interest and 33.34 percent being for payment of wages. This allocation shall not apply

to the service awards to the named Plaintiffs because no part of such awards is for the payment of wages.

The Settlement Administrator shall be responsible for reporting all settlement award payments and for forwarding all payroll taxes, withholdings, and other deducted amounts associated with the wage portions of settlement award payments to the necessary government entities. The Settlement Administrator shall report the wage portions of settlement award payments on IRS Forms W-2 and shall report the non-wage portions of settlement award payments on IRS Forms 1099 (marked "Other Income").

Within ten days of the Effective Date, the Settlement Administrator shall disclose the following information to the Parties with respect to each Settlement Class Member: the wage portion of the member's gross award, the non-wage portion of the member's gross award, the taxes withheld from the wage portion of the member's gross award, and the amount of Knight's employer-side taxes for the wage portion of the member's gross award.

Within thirty days of the Effective Date, the Settlement Administrator shall prepare two checks (the "Settlement Checks") to each Settlement Class Member: one for the wage portion of the award (after all proper tax withholdings) and one for the non-wage portion of the award (with no tax withholdings). The Settlement Checks shall be drawn on the account of the Settlement Class Proceeds.

Within thirty days of the Effective Date, the Settlement Administrator shall distribute any Court-approved service awards to Plaintiffs. These awards shall not be characterized or taxed as wages. The Settlement Administrator shall report the service award payments on IRS Forms 1099 (marked "Other Income").

Settlement Class Members shall have 180 calendar days from distribution to cash their Settlement Checks. If a Settlement Check remains uncashed 210 days after the Effective Date, the funds associated with that check shall be deemed unclaimed and abandoned, and the Settlement Administrator shall promptly request the placement of a stop payment on the check. The funds from each unclaimed and abandoned Settlement Check as well as any associated payroll taxes, withholdings, or other deducted amounts shall be disbursed to the Legal Foundation of Washington.

Within 230 days of the Effective Date, the Settlement Administrator shall provide the Parties with a final accounting of all disbursements from the Settlement Class Proceeds.

H. Class Notice.

1. The Parties agree to request approval of the form of notice attached hereto as Exhibit B. The fact that the Court may require changes in the form of notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.
2. Notice to the Original Class Members shall be provided as ordered by the Court. The Parties anticipate that the Original Class Members will receive such notice directly through first class mail and also by electronic mail using the most recent contact information available.
3. In preparation for the issuance of notice to the Original Class Members, the Parties shall produce to the Settlement Administrator in electronic form the Members' last known mailing addresses, email addresses, and telephone numbers .
4. No later than ten days after the entry of an order granting preliminary approval of this Settlement Agreement, the Settlement Administrator shall issue notice to the Original Class Members in the form and manner approved by the Court. The date on which this notice is sent shall be deemed "the Initial Notice Mailing Date."
5. If a Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Claims Administrator will promptly resend the Class Notice to that forwarding address. If a Class Notice is returned as undeliverable and without a forwarding address, the Claims Administrator will perform one skip trace only, and if it obtains a more recent address, will resend the Class Notice. The Claims Administrator shall also mail, and email if applicable, a Class Notice to any Original Class Member who contacts the Claims Administrator or one of the Parties and requests a Class Notice.

I. CAFA Notice.

1. No later than ten calendar days after the filing of Plaintiffs' motion for preliminary approval, and in accordance with 28 U.S.C. § 1715, Knight shall serve notice of the Settlement Agreement on the United States Attorney General and the Washington State Attorney General together with the following materials:

- a. A copy of the complaint and amended complaints and any materials filed with the complaints in the Action;
 - b. Notice of any scheduled judicial hearing in the Action;
 - c. Any proposed or final notification to Original Class Members of:
 - i. The Members' rights to request exclusion from the Action; and
 - ii. A proposed settlement of the Action;
 - d. This Settlement Agreement;
 - e. Any settlement or other agreement contemporaneously made between Class Counsel and counsel for Knight;
 - f. Any proposed final judgment or notice of dismissal;
 - g. The names of the Original Class Members residing in Washington and the estimated proportionate share of the claims of such members to the entire settlement; and
 - h. Any written judicial opinion relating to the materials described under subparagraphs (c) through (f).
2. The noticed federal and state officials shall have no less than 90 calendar days to review, comment, or respond to the Settlement Agreement before the date of the final approval hearing.
 3. Knight shall bear any attorneys' fees or costs associated with providing the notice required by 28 U.S.C. § 1715.
- J. Exclusion from Class.
1. Each Original Class Member who properly submits a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under this Settlement Agreement. An exclusion request shall be deemed timely if it is postmarked no later than thirty calendar days after the Initial Notice Mailing Date and received by the Settlement Administrator.

2. An exclusion request must: (i) be in writing; (ii) state the individual's current address; (iii) contain the following statement: "I/we hereby request that I/we be excluded from the proposed settlement class in the case of Helde v. Knight Transportation, Inc."; (iv) be signed; and (v) be mailed to and received by the Settlement Administrator at the address provided in the Class Notice and postmarked within thirty calendar days from the Initial Notice Mailing Date.
 3. No later than forty calendar days after the Initial Notice Mailing Date, Knight shall file and serve a declaration from the Settlement Administrator identifying all individuals who have made a timely and valid request for exclusion.
 4. Neither Party nor their counsel shall encourage any Original Class Member to opt-out of the Settlement.
- K. Objections to the Settlement Agreement.
1. The notice form sent to Original Class Members shall inform them of the right to object to this Settlement Agreement. If a person wishes to have the Court consider such an objection, the person (1) must not exclude himself or herself from the Settlement Class and (2) must mail to the Settlement Administrator a written objection, along with any supporting documentation that the person wishes the Court to consider. The objection must be received by the Settlement Administrator at the address provided in the Class Notice and postmarked within thirty calendar days from the Initial Notice Mailing Date. The Settlement Administrator will submit copies of any such objection to counsel for the Parties within five days of receiving the objection. The Parties shall apprise the Court of any such objections at a formal fairness hearing. If such objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of this Settlement Agreement so long as it is granted final approval by the Court.
 2. The Parties shall submit any responses to objections no later than forty calendar days after the Initial Notice Mailing Date.
 3. Neither Party nor their counsel shall encourage any member of the Settlement Class to file an objection to this Settlement Agreement.

4. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Settlement Agreement or Class Counsel's petition for attorneys' fees and costs shall waive and forfeit any and all rights to appear separately or object. All members of the Settlement Class shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in this Action.

III. Release and Liability for Violation or Breach of Agreement.

As of the Effective Date of this Settlement Agreement, Plaintiffs and each and every member of the Settlement Class, individually and as a Settlement Class, for themselves, their spouses, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, the sufficiency of which is acknowledged, will, to the extent permitted by law, fully and finally release Knight, and its affiliates, subsidiaries, successors and assigns, as well as all present and former Knight members, officers, managers and employees, and their respective spouses, successors and assigns, from any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, and injuries of every kind, nature and description that accrued during the period from April 19, 2009 to November 14, 2016 and that directly or indirectly related to, or arose out of, or stemmed from the subject matter of this Action. The released claims include but are not limited to statutory claims under RCW 49.46.130, RCW 49.46.090, RCW 49.46.010, RCW 49.12.020, RCW 49.48.010, RCW 49.48.030, RCW 49.52.050, RCW 49.52.060, RCW 49.52.070, RCW 19.86.010-.920, WAC 296-128-010, WAC 296-128-012, WAC 296-126-011, WAC 296-126-040, WAC 296-126-025, WAC 296-126-023, and WAC 296-126-030. Notwithstanding its broad nature, nothing in this Release shall preclude Class Counsel from filing a motion to recover reasonable attorneys' fees and costs.

IV. Preliminary and Final Approval Procedures.

A. No later than fourteen calendar days after the execution of this Settlement Agreement, Class Counsel shall file a motion with the Court for a preliminary order approving the Settlement Agreement.

B. The final approval hearing will be held on such date as the Court, in its discretion, may order.

C. No later than twenty-one calendar days after entry of the order granting preliminary approval, Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement Agreement and enter final judgment as to Knight in the Action.

D. In the event the Settlement Agreement is not given final approval in all material respects and as set forth in this Settlement Agreement, or the Court's final approval order is reversed on appeal, the Settlement Agreement shall become null and void.

V. Final Approval Order.

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order consistent with this Agreement and prevailing Court Rules and laws in effect. The Final Approval Order shall, among other things:

A. Find that the Court has personal jurisdiction over the Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement;

B. Approve the Settlement Agreement as fair, adequate and reasonable, and consistent and in compliance with the applicable provisions of the law and direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions;

C. Find that notice substantially in the form of Exhibit B and the notice procedure implemented pursuant to this Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Class Members of their right to object to the proposed Settlement Agreement and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of the Federal Rules of Civil Procedure.

D. Dismiss the Action on the merits and with prejudice with respect to Knight, and awarding attorneys' fees and litigation costs to Class Counsel pursuant either to an agreement by the Parties or after consideration of the Parties' briefs and arguments relating to a motion by Plaintiffs for fees and costs;

E. Incorporate the Release set forth in Section III;

F. Without affecting the finality of the Final Approval Order and Judgment for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

G. Incorporate any other provisions as the Court deems necessary and just.

VI. Miscellaneous Provisions.

A. No Admission of Wrongdoing. The Parties hereto acknowledge that the execution of this Settlement Agreement and the consummation of the transactions contemplated herein do not constitute any admission of liability by Knight under state or federal law, whether or not such claims have been pled in the instant action.

B. Dismissal. In connection with the issuance of an order granting final approval of this Settlement Agreement, the Parties shall present the Court with a final order of dismissal with prejudice as to the Knight and request immediate entry of that order.

C. Continuing Jurisdiction. The United States District Court for the Western District of Washington at Seattle shall have continuing jurisdiction over this Action for the purpose of implementing this Settlement Agreement and all related matters, including preliminary approval of the Settlement Agreement, final approval of the Settlement Agreement, entry of final judgment as to Knight, and any post-judgment issues.

D. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials necessary to carry out the terms and conditions of this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement.

E. Amendments/Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record. Amendment and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

F. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement.

G. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

H. Tax Consequences: No opinions concerning the tax consequences of the proposed settlement to individual Original Class Members are given by Knight, Plaintiffs, or Class Counsel, nor are any representations in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, if any, and the determination thereof, is the sole responsibility of the Class Member, and the tax consequences, if any, depend on the particular circumstances of each individual Settlement Class Member.

I. Governing Law: This Settlement Agreement shall be governed by, and interpreted according to, the law of the State of Washington without regard to its choice of law provisions.

J. Parties Bound: This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiffs, the Class, and Knight, and the respective heirs, successors and assigns of each of the foregoing.

K. No Evidence: In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the relief provided therein. Further, neither this Settlement Agreement nor any related negotiations, statements, or proceedings shall be construed as, offered as, used as, or deemed to be evidence or an admission or concession by any person of any matter, including but not limited to any liability or wrongdoing on the part of Knight or as a waiver by it of any applicable defense.

L. Waiver: The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, this Settlement Agreement.

M. Entire Agreement: This Settlement Agreement constitutes the entire agreement of the Parties and supersedes any previous agreements, whether written or oral.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

DATED: March __, 2017

KNIGHT TRANSPORTATION, INC.

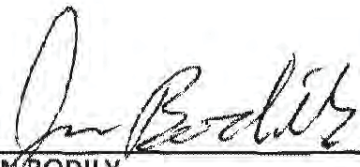
By: _____

Its: _____

DATED: March __, 2017

KEVIN HELDE
Plaintiff and Class Representative

DATED: March 31, 2017



JON BODILY
Plaintiff and Class Representative

DATED: March __, 2017

MAX TENA
Plaintiff and Class Representative

Approved as to form:

DATED: April 3, 2017

TERRELL MARSHALL LAW GROUP PLLC

By: 

TOBY J. MARSHALL
Counsel for Plaintiffs

DATED: April 28 2017

REKHI & WOLK, P.S.

By: 

HARDEEP REKHI
Counsel for Plaintiffs

DATED: April , 2017

DLA PIPER LLP (US)

By: _____
ANTHONY TODARO
ERIC S. BEANE
Counsel for Defendant

Approved as to form:

DATED: April 3, 2017

TERRELL MARSHALL LAW GROUP PLLC

By: 

TOBY J. MARSHALL
Counsel for Plaintiffs

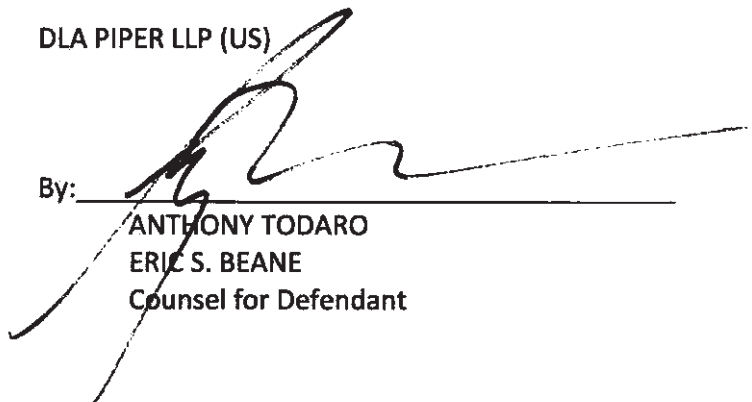
DATED: April , 2017

REKHI & WOLK, P.S.

By: _____
HARDEEP REKHI
Counsel for Plaintiffs

DATED:  April , 2017

DLA PIPER LLP (US)

By: 

ANTHONY TODARO
ERIC S. BEANE
Counsel for Defendant

- Exhibit A -

DRV CD	First Name	Sur Name	Residence Address	Resident City	Resident State or Province	Resident Zip Code
ALEKEN	KENNETH	ALEXANDER	312 S 11TH ST	WALLA WALLA	WA	99362
ALLKY	KYLE	ALLEN	24218 SE 277TH ST	MAPLE VALLEY	WA	98038
ALLTI	TIMOTHY	ALLEN	13807 13TH AVE S	TACOMA	WA	98444
ARICH	RICHARD	ALLEN	2022 14TH ST SW	PUYALLUP	WA	98371
AMUJAM	JAMES	AMUQUANDOH	12210 SE PETROVITSKY RD	RENTON	WA	98058
ANDCU	CURTIS	ANDERSON	13906 N PL	LONG BEACH	WA	98631
ANDJER	JEREMY	ANDREWS	2101 EAST 63RD STREE	TACOMA	WA	98404
ARSAL	ALFRED	ARSENEAU	1900 BLACK LAKE BLVD SW	OLYMPIA	WA	98512
AHSAZ	AHSON	AZIZ	9551 RAINIER AVE S APT 4	SEATTLE	WA	98118
BAKMAT	MATTHEW	BAKER	66208 91ST AVE CRT.	GRAHAM	WA	98338
BANLA	LARRY	BANNISTER	T212 SPUR STREET	ABERDEEN	WA	98520
BANRON	RONALD	BANTAM	2316 SW 352ND ST C	FEDERAL WAY	WA	98023
BARGO1	GREGORY	BARR	7760 13TH AVE SW	SEATTLE	WA	98106
BARVA	VASILE	BARSAN	PO BOX 235	PACIFIC	WA	98047
BASSAD	ADAM	BASSETT	13809 51ST DR NE	MARYSVILLE	WA	98271
BELRU	RUSSEL	BELL	708 QUINNAT DRIVE	BURLINGTON	WA	98233
BELLBR	BRIAN	BELLEW	6748 FIR TREE RD SE LOT52	OLYMPIA	WA	98513
BOCIB	IBRAHIMA	BOCOUM	6110 47TH AVE SOUTH	SEATTLE	WA	98118
BODJON	JON	BODILY	11113 MT VIEW DR	GRANITE FALLS	WA	98252
BONJO	JOSEPH	BONS	9325 220TH ST. CT. E.	GRAHAM	WA	98338
BORICH	RICHARD	BOWMAN	5217 96TH ST E #19	TACOMA	WA	98446
BRANND	DAVID	BRANNON	1420 17TH ST SE APT 115	AUBURN	WA	98002
BRITJA	JAMES	BRITTAIN	10824 W COURT ST	PASCO	WA	99301
BURTRA	TRACIE	BURRIS	12035 CLOUDY PEAK LANE	SILVERDALE	WA	98383
BURTAR	TARA	BURTT	3212 STATE ST	OAK HARBOR	WA	98277
BYRME	MELVIN	BYRD	R26 NORTH WARREN	ROY	WA	98580
CABASA	SANTOS	CABALLERO	10813 17TH.PL.W.	EVERETT	WA	98204
CADNO	NORRIS	CADGE	3800 BRIDGEPORT WAY UNIT	UNIVERSITY PL	WA	98466
CALST	STEVEN	CALL	1921 SW 322ND PL APT 287	FEDERAL WAY	WA	98023
CALJI	JIM	CALLAWAY	11520 65TH ST CT E	PUYALLUP	WA	98372
CAMERV	ERVIN	CAMPBELL	720 SE 3RD PLACE	PACIFIC	WA	98407
CROBER	ROBERT	CANTRILL	13103 180TH AVE SE	RENTON	WA	98059
CARM08	MARC	CARPENTER	15511 MEADOW RD	LYNNWOOD	WA	98087
CHAJON	JONATHAN	CHAFFIN	3544 THOMPSON	TACOMA	WA	98418
CHARAB	ALBERT	CHARON	2225 E 7TH AVE	PORT ANGELES	WA	98362
CHRDU	DUANE	CHRISTENSEN	185 WESTSIDE DR.	CHEHALIS	WA	98532
PEACH	PEACOCK	CHRISTOPHER	209 NE MAX WILLIAM LOOP	POULSBO	WA	98370
CLARRI	RICHARD	CLARK	606 190TH ST E.	SPANAWAY	WA	98387
CRONA	RONALD	CLAYTON	23701 110TH AVE SE #1R201	KENT	WA	98031
CLIFWI	WILLIAM	CLIFFORD	7124 197 ST. SE.	SNOHOMISH	WA	98296
COLSHA	SHAWN	COLLINS	635 SUNSET AVE #A	OCEAN SHORES	WA	98569
CONECH	CHRISTOPHER	CONEY	1252 NE MAGNUM CT	BREMERTON	WA	98311
CONKS	SCOTT	CONKLIN	5037 BEACH WAY NE	OLYMPIA	WA	98516
CONADA	ADAM	CONLEY	4730 HANSEN DRIVE	CLINTON	WA	98236
COOKRO	ROBERT	COOK	414 E. STELLA ST/ P.O BO	NAPAVINE	WA	98565
CJAMES	JAMES JR	COOKS	22623 91ST WAY SOUTH	KENT	WA	98042
CORDOU	DOUGLAS	CORDAS	4414 S. 175TH ST.	SEATAC	WA	98188
CORNIC	NICHOLAS	CORNYN	228 S ST SE #B	AUBURN	WA	98002
CORPMI	MICHAEL	CORPUZ	1513 SOUTH I STREET	TACOMA	WA	98405
COUDA	DANIEL	COURTNEY	10222 STEFFENSON RD.	ANDERSON ISLAND	WA	98303
COWDA	DAVID	COWAN	5830 TERRACE VIEW LN M406	AUBURN	WA	98092
CRAWWI	WILLIAM	CRAWFORD	2540 STONE WY	BREMERTON	WA	98310
CULVRO	ROY	CULVER	5308 224TH ST.E	SPANAWAY	WA	98387
DAVM03	MICHAEL	DAVISON	509 AVE H	SNOHOMISH	WA	98290
DAYGER	GERALD	DAY	1214 LONG RD	CENTRALIA	WA	98531
DEALDA	DAVID	DEAL	8401 WOODLAWN AVE SW	LAKEWOOD	WA	98499
DEAAND	ANDREW	DEATON	15 MURRAY PLACE #96	ELMA	WA	98541
DEIMA	MARISA	DEINIOL	801 E. HAMMOND	SEQUIM	WA	98382
DESKE	KEVIN	DESGAGNE	2309 E MAIN AVE #152	PUYALLUP	WA	98372
DUBANT	ANTOINE	DUBOIS	14424 WASHINGTON AVE APT2	LAKEWOOD	WA	98498
DUVLI	LINDA	DUVAL	2300 MARINA DR UNIT 35	MOSES LAKE	WA	98837

DRV CD	First Name	Sur Name	Residence Address	Resident City	Resident State or Province	Resident Zip Code
EARTY	TYNE	EARNHART	160 GARDEN HOMES DRIVE	COLVILLE	WA	99114
EDGJ	JONANTHAN	EDGAR	P.O. BOX 425	RANDLE	WA	98377
JAMEED	JAMES	EDGINGTON	2713 KAREN FRAZIER RD	OLYMPIA	WA	98501
EDIVI	VINCENT	EDISON	PO BOX 65326	UNIVERSITY PLA	WA	98464
ERIGA	GARREN	ERICKSON	16907 110TH AVE E	PUYALLUP	WA	98374
FAICE	CECIL	FAIRCLOTH	220 N. DOW MTN. DR.	HOODSPORT	WA	98548
FIFGRA	GRAIGORY	FIFER	1224 10TH AVE NW	PUYALLUP	WA	98371
FILBRI	BRIAN	FILLER	2218 32ND STREET	ANACORTES	WA	98221
FISDAN	DANIEL	FISCHER	3226 66TH AVE NE	MARYSVILLE	WA	98270
FLOJAM	JAMES	FLOYD	2424 NW 45 AVE	CAMAS	WA	98607
FRAROD	RODNEY	FRANKLIN	120 136TH ST S #A17	PARKLAND	WA	98444
FREET	THOMAS	FREER	120 6TH AVE S APT 515	SEATTLE	WA	98104
FREJAY	JAY	FRESONKE	271 SALMON STREET	BRINNON	WA	98320
FRIMA	MARVIN	FRITH	1954 HARBOR VIEW LN	OAK HARBOR	WA	98277
FULAR	ARTHUR	FULLER	310 BAY CENTER RD	SOUTHBEND	WA	98586
GARSET	SETH	GARDNER	28701 27TH AVE E	ROY	WA	98580
GIBA	ALAN	GIBBS	7012 74TH DR NE	MARYSVILLE	WA	98270
GILMER	MERVIN	GILBERTSON	1710 162ND ST S	SPANAWAY	WA	98387
GILDW	DWAINE	GILL	3405 172ND ST NE 5-247	ARLINGTON	WA	98223
GORDS	SCOTT	GORDON	P.O. BOX 1096	ELMA	WA	98541
GRACLI	CLIFFORD	GRAY	192 CARROLL RD	CHEHALIS	WA	98532
GRAYJ	JAMES	GRAY	4516 47TH AVE SW	SEATTLE	WA	98116
GRIMMA	MARVIN	GRIMM	12205 237TH AVE CT E	BUCKLEY	WA	98321
GRUMI	MICHAEL	GRUBER	3212 STATE ST	OAK HARBOR	WA	98277
HAIS	ISKINDIR	HAILE	1709 FIELD AVE	RENTON	WA	98059
HADANI	DANIEL	HALL	2800 LIMITED LN NW	OLYMPIA	WA	98502
HALLDA	DALE	HALL	PO BOX 13284	OLYMPIA	WA	98508
HAMJOE	JOE	HAMEL	T223 S. TYLER	TACOMA	WA	98405
HANSOG	GREG	HANSON	205 HEMMING WAY	GRANITE FALLS	WA	98252
LINM	MICHELLE	HARBOUR	4393 BINGHAMPTON DR.	MOBILE	AL	36619
HAWMIC	MICHAEL	HAWKINS	9517 SOUTH 213TH ST	KENT	WA	98031
HELKE	KEVIN	HELDE	19109 B ST E	SPANAWAY	WA	98387
HENKAR	KARISSA	HENRY	340 NORTH KENTUCKY AVE.	EAST WENATCHEE	WA	98802
HENSBR	BRIAN	HENSLEY	10126 NE 204TH ST	BOTHELL	WA	98011
HERNST	STEPHEN	HERNANDEZ	PO BOX 99174	LAKEWOOD	WA	98499
HERM01	MARK	HERNDON	22000 84TH AVE S #90	KENT	WA	98032
HERSH	JAMES	HERSHEY	23220 SE 158TH ST.	ISSAQUAH	WA	98027
HILLAR	LAWRENCE	HILL	P.O BOX 4670	SPANAWAY	WA	98387
HOCHDA	DAVID	HOCHSTRASSER	7837-A SAMURAI DR SE	LACEY	WA	98503
HOLCOR	CORY	HOLT	823 EAST GORDON	SPOKANE	WA	99207
HOMI	MICHEAL	HOMAN	2113 77TH ST CT E	TACOMA	WA	98404
HOOVJO	JOHN	HOOVER	403 3RD ST.	HOQUIAM	WA	98550
HOWTHO	THOMAS	HOWATSON	169 TRYON RD	ONALASKA	WA	98570
HOROCK	ROCKY	HOWELL	2103 HARRISON AVE NW #345	OLYMPIA	WA	98512
HUDDRI	RICHARD	HUDDLESTON	1304 BRUSKRUD RD APT 2117	EVERETT	WA	98208
HUDROG	ROGER	HUDSON	5810 FLEMING ST. #21	EVERETT	WA	98203
HUNTTE	TERRELL	HUNT	15929 12TH AVE CT E	TACOMA	WA	98445
HYNGA	GARY	HYNEK	12605 E. GIBSON RD.#62	EVERETT	WA	98204
JAJAME	JAMES	JAMES	4510 EDGEWATER BLVD NE	LACEY	WA	98516
JEXCH	CHARLES	JEX	10404 SO. TACOMA WAY #27	LAKEWOOD	WA	98498
JOBJEF	JEFF	JOB	2727 174TH AVE NE	REDMOND	WA	98052
JONDRE	DREW	JONES	2231 JACKSON HWY #5	CHEHALIS	WA	98532
JONS01	STEVEN	JONES	2707 NORTH CHEYENNE ST.	TACOMA	WA	98407
JUNMA	MATTHEW	JUNGFLEISCH	1032 WINSLOW AVE	RICHLAND	WA	99354
KACMA	MARK	KACZMARSKI	4848 82ND AVE SE	OLYMPIA	WA	98501
KAYRO	ROBERT	KAYSER	PO BOX 295	LOON LAKE	WA	99148
KEEMIC	MICHAEL	KEEFE	PO BOX 545	ALBION	WA	99102
KEJOE	JOSEPH	KELLEY	400 SHIRLEY GORDON RD	WOODLAND	WA	98674
KIMHA	HANS	KIMMEL	8828 HOLLY DR APT 203	EVERETT	WA	98208
KORHA	HARRY	KORRELL	43018 SE 149TH ST	NORTH BEND	WA	98045
LAIRO	ROBERT	LAIRD	822 DUNLOP STREET	SEDRO WOOLLEY	WA	98284

DRV CD	First Name	Sur Name	Residence Address	Resident City	Resident State or Province	Resident Zip Code
LAMOJE	JERRY	LAMOUREAUX	7709 TIMBER HILL DR #A	EVERETT	WA	98203
LAKEN	KENNETH	LARSON	1709 ELECTRIC AVE	BELLINGHAM	WA	98229
LADO	DONALD	LAURSEN	19919 81ST AVE E	SPANAWAY	WA	98387
LEACRI	RICHARD	LEACH	9816 193RD ST.E.	GRAHAM	WA	98338
LENDCL	CLAYTON	LENDRUM	51 E COLVIS PLACE	EAST SHELTON	WA	98584
LECHR	CHRIS	LETTINGTON	15818 56TH ST E	SUMNER	WA	98390
LITMI	MIHAIL	LITVINIUC	1404 ESTATE PL	FIRCREST	WA	98466
LITOL	OLEG	LITVINIUC	555 137TH ST S	TACOMA	WA	98444
LOPDE	DENNIS	LOPEZ	1312 VAN WYCK RD	BELLINGHAM	WA	98226
LOWLA	LARRY	LOWDEN	615 GALLOWAY ST	STEILACOOM	WA	98388
GONZDO	DONNA	LUMAN	623 S ALDER ST	BURLINGTON	WA	98233
LUMTO	TONY	LUMAN	623 S ALDER ST	BURLINGTON	WA	98233
LUTRO	RONALD	LUTZ	7163 BEACH DR. S.W.	SEATTLE	WA	98136
MANCE	CECIL	MANN	2500 WOODLAND CT NE	RENTON	WA	98059
MARJ12	JOSE	MARQUEZ	24620 RUSSELL RD H104	KENT	WA	98032
MASOW	WILLIE	MASON	2901 AUBURN WAY S APT A10	AUBURN	WA	98092
MATTJE	JEFFREY	MATT	2215 S. 216TH ST	DES MOINES	WA	98198
MATTDO	DONALD	MATTSON	PO BOX 1532	ELMA	WA	98541
MAYOMI	MICHAEL	MAYO	20611 108TH AVE #3	KENT	WA	98031
MCMAR	MARC	MCARTHUR	17013 LINDEN CT SE	YELM	WA	98597
MCCAHA	HAROLD	MCCAMMON	12024 108TH AVE CT E	PUYALLUP	WA	98374
MCCTIN	TINA	MCCAMMON	12024 108TH AVE CT E	PUYALLUP	WA	98374
MCCURO	ROBERT	MCCULLEY	1320N.OAK HARBOR ST.#115	OAK HARBOR	WA	98277
MCGVO	VONDELL	MCGEE	11020 SE KENT-KANGLEY RD	KENT	WA	98030
MCKERG	GEORGE	MCKERNAN	24510 64TH AVE S APT 217	KENT	WA	98032
MCPHET	TORRI	MCPHERSON	5313 147TH ST CT E	TACOMA	WA	98446
MEEJAM	JAMES	MEEKS	449 W BOUNDARY RD	ELMA	WA	98541
MENGER	GERARDO	MENDOZA	4002 OAK AVE	YAKIMA	WA	98903
MICDAR	DARRELL	MICHELS	29523 32ND PL. SO.	AUBURN	WA	98001
MILMY	MYKLE	MILAND	1890 N COTTONWOOD RD	YAKIMA	WA	98908
MILAA	AARON	MILLER	16626 6TH AVE WEST #301	LYNNWOOD	WA	98037
MIRICH	RICHARD	MITCHELL	14118 55TH AVE NW	GIG HARBOR	WA	98332
MITJ02	JOHN	MITCHELL	1822 G ST SE	AUBURN	WA	98002
MOHA03	ABDIRAHMAN	MOHAMED	PO.BOX 68382	TUKWILA	WA	98168
JAMOON	JAMES	MOON	PO BOX 1330	GRAHAM	WA	98338
MOOERI	ERIN	MOON	PO BOX 1330	GRAHAM	WA	98338
MOONJE	JEREMIE	MOON	3808 SW 339 ST	FEDERAL WAY	WA	98023
MOSH	SHAWN	MOREAU	8082 OLD MILITARY RD NE	BREMERTON	WA	98311
MORD01	DERON	MORGAN	3102 117TH AVE NE	LAKE STEVENS	WA	98258
MORGM1	MICHAEL	MORGAN	201 TILLY AVE	CENTRALIA	WA	98531
MOHO	HOWARD	MORRIS	217 HO HUM LANE	ABERDEEN	WA	98520
MUELJO	JOSEPH	MUELLER	17016 PETERSON WAY NE	POULSBO	WA	98370
MURRIB	BRENT	MURRI	3029 127 PLC SE J-11	BELLEVUE	WA	98005
NOXOJO	JOHN	NOXON	5901 COLORADO AVE SE	LACEY	WA	98513
NYGAL	ALAN	NYGREN	1121 244TH ST SW # 20	BOTHELL	WA	98021
OAKZE	ZENEEDA	OAKLEY	34127 37TH AVE SW	FEDERAL WAY	WA	98023
ODOMI	MICHAEL	ODONNELL	3245 SLEATER-KINNEY RD-NE	OLYMPIA	WA	98506
OJOE	JOEL	ORNER	17216 73RD AVE W	EDMONDS	WA	98026
PAUR01	ROBERT	PAULSON	1013 LOGANBERRY LANE	CAMANO ISLAND	WA	98282
PEATC	CHARLES	PEAT	1124 BRENTWOOD #B	BREMERTON	WA	98312
PECKR	RENE	PECKMAN	25223 168TH PL SE	COVINGTON	WA	98040
PETAB	ABRAHAM	PETERSON	12304 WOODS LAKE RD	MONROE	WA	98272
PHIBRY	BRYANT	PHILLIPS	11630 SE 26TH ST	KENT	WA	98030
PHIROB	ROBERT	PHILLIPS	1140 129TH SOUTH APT 46	TACOMA	WA	98444
PIEBR	BRADLEY	PIERCE	1102 8TH AVE #407	SEATTLE	WA	98101
PIMA	ADAM	PIMENTO	15415 17TH AVE CT S	SPANAWAY	WA	98387
POLRA	RAY	POLLARD	31 E. DUNOON PLACE	SHELTON	WA	98584
POP MIR	MIRCEA	POPESCU	2310 103RD ST SE	EVERETT	WA	98208
PURPE	PETER	PURKEY	2208 COMMERCE ST	ABERDEEN	WA	98520
QUAYO	YOLANDAS	QUALLS	808 SW 308TH ST	FEDERAL WAY	WA	98023
QUEJO	JOSE	QUEVEDO	60 W. PIONEER ST.	HARRAH	WA	98933

DRV CD	First Name	Sur Name	Residence Address	Resident City	Resident State or Province	Resident Zip Code
RASKAL	KARL	RASBAND	2950 NORTHLAKE WAY #52	BREMERTON	WA	98312
REDBR	BRANDON	REDBURN	20333 NE RISTO RD	BATTLE GROUND	WA	98604
RINALI	ALI	RIND	136 N.E 112TH ST.	SEATTLE	WA	98125
ROBJ02	JOSEPH	ROBERSON	3609 R AVE	ANACORTES	WA	98221
ROBJU	JUSTIN	ROBINSON	2401 SW BRANDON ST APT203	SEATTLE	WA	98106
ROLA	AARON	ROLLINS	13021 10TH AVE S	SEATTLE	WA	98168
ROSDAR	DARREL	ROSCO	3819 E PEGASUS RD	MEAD	WA	99021
RUSKE	KEITH	RUSHING	212 SW 130TH ST UNIT A	BURIEN	WA	98146
SALSH	SHAWNA	SALLINGER	630 17THST S.E	PUYALLUP	WA	98372
SAUCDA	DAVID	SAUCEDO	2315 99TH ST CT S APTQ223	TACOMA	WA	98444
SCHNMA	MATT	SCHNEIDER	10101 257TH ST CT E	GRAHAM	WA	98338
SCHSTU	STUART	SCHUMAN	1690 NE TAHUYA RIVER DR	TAHUYA	WA	98588
SHOTE	TERRY	SHORES	10802 SE 226TH ST	KENT	WA	98031
SHOST	STEVE	SHOTWELL	10620 52 AVE NE	MARYSVILLE	WA	98270
SILJET	JETH	SILBAUGH	4040 AUBURN WAY S #16	AUBURN	WA	98092
SIMDW	DWIGHT	SIMMONS	10612 SE 211TH ST	KENT	WA	98031
SIVMI	MICHAEL	SIVAN	24913 103RD AVE SE #E-201	KENT	WA	98030
SMICS	STEVEN	SMITH	14721 113 ST E	PUYALLUP	WA	98374
SMIRO9	ROBERT	SMITH	505 N. NACHES AVE.	YAKIMA	WA	98901
SOLA	ALBERT	SOLOMON	10238 147TH AVE SE	RENTON	WA	98059
SORJAC	JACQUELIN	SOREL	4335 ALDRICH RD	BELLINGHAM	WA	98226
STACKA	AARON	STACK	12605 E. GIBSON RD #20	EVERETT	WA	98204
STANST	STEVEN	STANTON	26473 KINGSVIEW LOOP NE	KINGSTON	WA	98346
STRCOR	CORBIN	STRAWN	158 W PRAIRIE ST	SEQUIM	WA	98382
STRCH	CHRIS	STRIEB	26112 145TH AVE SE	KENT	WA	98042
STUTHO	THOMAS	STULTS	20017 4TH PL S	DES MOINES	WA	98298
TADA	DAYAN	TAVETE	1615 116TH ST APT#1	TACOMA	WA	98444
MAX	MAX	TENA	3523 AINSWORTH AVE	TACOMA	WA	98418
THARA	RANDALL	THACKSTON	22808 48TH AVE CT E	SPANAWAY	WA	98387
JOTH0	JOHN	THOMAS	18736 COOK RD	YELM	WA	98597
TISMI	MICHAEL	TISCARENO	32113 45TH PL SW #H11	FEDERAL WAY	WA	98023
TSAAL	ALEKSANDR	TSAPKOV	13801 13TH AVE S	TACOMA	WA	98444
VERMAR	MARTIN	VERA	PO BOX 1559	TOPPENISH	WA	98948
VOJO	JOHNNATHAN	VO	17918 25TH DR SE	BOTHELL	WA	98012
WALKRI	RICHARD	WALKER	28307 18TH AVE S APT B302	FEDERAL WAY	WA	98003
WANJON	JONAH	WANI	2445 S 222ND ST	DES MOINES	WA	98198
WATSJO	JOHN	WATSON	7110 146TH ST SW # 3	LAKEWOOD	WA	98439
WEBJU	JULIA	WEBB	23033 TOWNSEND WAY	FAIRVIEW	OR	98858
WEIGST	STEPHEN	WEIGLEY	14401 CREWS RD K.P.N.	GIG HARBOR	WA	98329
WELJO	JOSHUA	WELLS	2624 HWY 508	ONALASKA	WA	98570
WHIB02	BRUCE	WHITE	11724 80 AVE. N.E.	KIRKLAND	WA	98034
WILHO2	HARRY	WILLIAMS	1607 HARRISON ST	STEILACOOM	WA	98388
SCOJOW	SCOTT	WILLIAMS	5700 100TH ST SW	LAKEWOOD	WA	98499
WOLNE	NEAL	WOLF	610 MADISON AVE	SOUTH CLE ELUM	WA	98943
WONKA	KA-SIU	WONG	2136 N 188TH STREET	SHORELINE	WA	98133
WOYO	YONG	WOO	1410 114TH ST, S	TACOMA	WA	98444
YOUTH0	THOMAS	YOUNG	9709 72ND AVE CT E	PUYALLUP	WA	98373
ZASJO	JOHN	ZASTROW	6715 NE 63RD ST	VANCOUVER	WA	98661
ZEJA	JAMES	ZEITLER	10628 57TH AVE S	SEATTLE	WA	98178
ZHEMI	MIKHAIL	ZHELTUKHIN	1024 79TH AVE SE	LAKE STEVENS	WA	98258

- Exhibit B -

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
CASE NO. 2:12-cv-00904-RSL**

You may be entitled to benefits under a class action settlement if at any time from April 19, 2009 to November 14, 2016 you worked for Knight Transportation while residing in Washington and using Knight’s Washington service center as your hometown location.

This is a court-ordered notice. This is not a solicitation from a lawyer.

- Three former employees (“Plaintiffs”) have sued Knight Transportation, Inc. (“Knight Transportation” or “Knight”) based on alleged violations of Washington state wage and hour laws. The lawsuit is known as *Helde, et al. v. Knight Transportation, Inc.*, Case No. 2:12-cv-00904-RSL.
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiffs and Class Members in this case. The Court will decide whether the proposed settlement should be approved.
- Knight has agreed to pay \$1,450,000 plus attorneys’ fees and costs to settle this action.
- As part of the proposed settlement, Knight does not admit to any wrongdoing and continues to deny the allegations in Plaintiffs’ complaint.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

BASIC INFORMATION

1. Why did I get this notice?

Knight Transportation’s records show that during the period from April 19, 2009 to November 14, 2016, you worked as a driver while residing in the state of Washington and using Knight’s Washington service center as your hometown location.

2. What is this lawsuit about?

Plaintiffs claim Knight Transportation violated Washington state wage and hour laws. Knight Transportation denies this claim. More information about Washington state wage and hour laws and employee rights can be found at the website of the Washington State Department of Labor and Industries, www.lni.wa.gov/WorkplaceRights/.

3. Why is there a settlement?

The Court did not decide in any party’s favor. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members.

4. What claims are resolved by the settlement?

The settlement will resolve all claims that have been or could have been brought on behalf of Class Members against Knight regarding Knight’s alleged violation of Washington’s laws related to employee compensation, including the following claims:

- Failing to pay drivers properly for hours worked during orientation;

- Making unlawful deductions from the wages of drivers who received per diem pay;
- Making unlawful deductions from the wages of drivers who received payroll advances on a payroll card;
- Failing to pay drivers properly for non-driving hours worked;
- Failing to pay drivers minimum wage for non-driving hours worked; and
- Failing to pay drivers properly for rest breaks, whether received or not.

The settlement will resolve alleged violations that occurred during April 19, 2009 to November 14, 2016.

5. What are the basic terms of the settlement?

Subject to Court approval, the essential terms of the settlement are as follows:

Settlement Fund: The settlement requires Knight to pay a total of \$1,450,000 to Class Members, which is a substantial portion of the wages allegedly owed to Class Members as calculated by Class Counsel and their expert based on Knight's records. Under the settlement, at least \$1,420,000 shall be distributed to the Settlement Class Members as compensation for orientation pay, per diem pay, payroll deductions, weekly minimum wage violations, and unpaid rest breaks. Plaintiffs will ask the Court to approve service awards of \$10,000 each to the Class Representative to compensate them for their time and effort. If approved, the Class Representatives will be paid a combined \$30,000 from the Settlement Fund.

Knight Settlement Administrator: Knight shall retain CPT Group to act as and effectuate the duties of the Settlement Administrator in accordance with this Settlement Agreement. Knight shall be solely responsible for paying any fees, costs, or other charges imposed by the Settlement Administrator, and any such payments shall be separate from and in addition to the Settlement Fund identified above.

Distribution of Settlement Fund: The Settlement Administrator, CPT Group, will make payments directly to Class Members. If you have recently moved, or plan to move within the next 90 days, please provide us with an updated address by contacting Class Counsel or the Settlement Administrator. Contact information is provided below.

Tax Treatment of Claim Share Portion of Settlement Payments: One-third (33.34%) of each Class Member's settlement share will be treated as wages and subject to normal payroll tax withholdings and payments. Two-thirds (66.66%) of each Class member's share will be treated as non-wage damages on which there will be no tax withholding.

Attorney's Fees and Costs: Class Counsel have been working on this case for more than four years but have not received any fees or reimbursements for the costs of the lawsuit.

The settlement requires Class Counsel to file a motion with the Court and for the Court to decide the amount of reasonable attorneys' fees and litigation costs to be paid to Class Counsel, unless the Parties are able to reach an agreement. The parties have not yet reached an agreement. The payment to Class Counsel for reasonable attorneys' fees and litigation costs will not affect the Settlement Fund paid to the Class Members.

Class Representative Service Award: The settlement provides for service awards to the Class Representatives, Kevin Helde, Jon Bodily, and Max Tena, in the amount of \$10,000 each.

Release of Claims: Upon final approval by the Court, Class Members will dismiss the lawsuit and release Knight Transportation from all claims that have been or could have been brought in this lawsuit. This releases Knight for liability related to any and all past or present claims, debts, demands, causes of action, liabilities, losses, obligations, interest, attorneys' fees, costs, expenses, damages, exemplary damages, and injuries of every kind, nature and description that accrued during the period from April 19, 2009 to

November 14, 2016 and that directly or indirectly related to, or arose out of, or stemmed from the subject matter of this Action.

The released claims include but are not limited to statutory claims under RCW 49.46.130, RCW 49.46.090, RCW 49.46.010, RCW 49.12.020, RCW 49.48.010, RCW 49.48.030, RCW 49.52.050, RCW 49.52.060, RCW 49.52.070, RCW 19.86.010-.920, WAC 296-128-010, WAC 296-128-012, WAC 296-126-011, WAC 296-126-040, WAC 296-126-025, WAC 296-126-023, and WAC 296-126-030.

For a full copy of the Settlement Agreement please visit: [WEBSITE].

Dismissal of Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement.

6. How can I get a payment?

A payment will be mailed to you at the address on record. Class Members that request to be excluded will not receive payment.

7. When will I get my payment?

The Court will hold a hearing on [REDACTED] XX, 2017 to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at [WEBSITE] or <https://www.rekhiwolk.com/class-actions/knight-transportation-truck-driver-wage-hour-violation/>. If there is no appeal, we expect payments will go out within 60 days of the Court's approval of the settlement. Please be patient.

8. Do I have a lawyer in this case?

The Court has decided that lawyers from Terrell Marshall Law Group PLLC and Rekhi & Wolk, P.S. are qualified to represent you and all Class Members and has approved them to do so. Together the lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your own expense.

9. What can I do if I don't like the settlement?

If you don't like the settlement, you have two options: you can choose to exclude yourself or you can choose to object.

How To Exclude Yourself:

If you exclude yourself you will not be paid under the Settlement Agreement. If you exclude yourself you may not object to the settlement.

An exclusion request must: (i) be in writing; (ii) state your current address; (iii) contain the following statement: "I/we hereby request that I/we be excluded from the proposed settlement class in the case of Helde v. Knight Transportation, Inc."; (iv) be signed by you; and (v) be mailed to and received by the Settlement Administrator at the address provided below and postmarked no later than [REDACTED].

Object to Settlement:

If you wish to object: 1) you must do so in writing; 2) you must state the reasons why you think the Court should not approve the settlement; and 3) you must mail your objection to the Settlement Administrator, along with any supporting documentation that you wish the Court to consider. The objection must be received by the Settlement Administrator at the address provided below and postmarked no later than [REDACTED].

If you send a letter, be sure to include your name, address, and telephone number, and name of the case, *Helde, et al. v. Knight Transportation, Inc.*, Case No. 2:12-cv-00904-RSL. The Court will consider your views. If the settlement is approved you will still receive a payment under the settlement.

The Settlement Administrator is CPT Group. Exclusion Requests or Objections must be mailed to: **CPT Group**

10. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **XX a.m./p.m. on [Day], _____ XX, 2017, at:**

Suite 15128
15th Floor
United States Courthouse
700 Stewart Street,
Seattle, WA 98101 – 9906

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to come to the hearing.

13. How do I get more information?

You can contact class counsel. The lawyers representing the Class are:

Terrell Marshall Law Group PLLC

By Internet: **[WEBSITE]**
By Phone: 1-855-349-7023
By Mail: Terrell Marshall Law Group PLLC
936 N. 34th Street, Suite 300
Seattle, Washington 98103

Rekhi & Wolk, P.S.

By Internet: www.rekhiwolk.com/class-actions/knight-transportation-truck-driver-wage-hour-violation
By Phone: 206-388-5887
By Mail: Rekhi & Wolk, P.S.
529 Warren Ave. N., Suite 201
Seattle, Washington 98109

14. What is the Contact information for the Claims Administrator?

CPT Group

By Internet:
By Phone:
By Mail: