

THE HONORABLE ROBERT S. LASNIK

U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

KEVIN HELDE, JON BODILY, and MAX  
TENA, on their own behalf and on the behalf  
of all others similarly situated,

Plaintiffs,

v.

KNIGHT TRANSPORTATION, INC., an  
Arizona corporation,

Defendant.

NO. 2:12-cv-00904-RSL

**ORDER GRANTING PLAINTIFFS’  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

WHEREAS, the Parties have entered into a Class Action Settlement Agreement and Release (the “Settlement Agreement”),<sup>1</sup> which sets forth the terms and conditions of the settlement and release of claims against Defendant Knight Transportation, Inc., the Court having reviewed and considered the Settlement Agreement and all of the filings, records, and other submissions; the Court finds upon a preliminary examination that the Agreement appears fair, reasonable, and adequate, and that a hearing should and will be held after notice to the Settlement Class in order to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether the Settlement Agreement should be finally approved pursuant to the terms and conditions set forth in the Settlement Agreement (“Final Approval Hearing”).

<sup>1</sup> Capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

1            THEREFORE, THE COURT FINDS AND CONCLUDES AS FOLLOWS:

2            1.        Unless otherwise provided herein, all capitalized terms in this Order shall have  
3 the same meaning as set forth in the Settlement Agreement attached as Exhibit 1 to the  
4 Declaration of Toby J. Marshall in Support of Preliminary Approval.

5            2.        This Court has jurisdiction over the subject matter of this Action and personal  
6 jurisdiction over the Parties and the Settlement Class.

7            3.        The Court finds that (a) the Settlement Agreement resulted from extensive  
8 arm's-length negotiations, with participation of an experienced mediator, and (b) the Settlement  
9 Agreement is sufficient to warrant notice thereof to members of the Settlement Class and the  
10 Final Approval Hearing described below.

11           4.        The Settlement Class includes all current and former Washington-based drivers  
12 whom Defendant identified as Class Members in this action, all of whom are listed in Exhibit A  
13 of the Settlement Agreement. The Settlement Class will not include any persons who validly  
14 request exclusion from the Class.

15           5.        The Court has previously appointed Kevin Helde, Jon Bodily, and Max Tena as  
16 Class Representatives and finds that for settlement purposes, the Class Representatives have  
17 and (in the case of Mr. Helde and Mr. Bodily) will continue to fairly and adequately protect the  
18 interests of the Settlement Class.

19           6.        The Court has previously appointed Rekhi & Wolk, P.S. and the Terrell  
20 Marshall Law Group PLLC as Class Counsel and finds that for settlement purposes, Class  
21 Counsel have and will fairly and adequately protect the interests of the Settlement Class.

22           7.        The Court preliminarily finds that the Settlement Agreement is fundamentally  
23 fair, adequate, and reasonable

24           8.        The Court appoints CPT Group as the Settlement Administrator, who shall  
25 fulfill the functions, duties, and responsibilities of the Settlement Administrator as set forth in  
26 the Settlement Agreement and this Order.

1           9.       The Court approves the proposed forms of notice and notice plan for giving  
2 direct notice to the Settlement Class by U.S. Mail as set forth in Section II.H of the Settlement  
3 Agreement and its attached exhibits (“Notice Plan”). The Notice Plan, in form, method, and  
4 content, fully complies with the requirements of Rule 23 and due process, constitutes the best  
5 notice practicable under the circumstances, and is due and sufficient notice to all persons  
6 entitled thereto. The Court finds that the Notice Plan is reasonably calculated under all  
7 circumstances to reasonably apprise the persons in the Settlement Class of the pendency of this  
8 Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to  
9 exclude themselves from the Settlement Class.

10           10.       Pursuant to the Settlement Agreement, the Settlement Administrator shall  
11 provide individual notice via U.S. Mail to the most recent mailing address as reflected in  
12 Defendant’s records no later than ten (10) days after entry of this Order.

13           11.       Defendant shall bear all notice and settlement administration fees and costs in  
14 accordance with the Settlement Agreement.

15           12.       Members of the Settlement Class may exclude themselves from the Settlement  
16 Class by advising the Settlement Administrator by mailing a signed, written request no later  
17 than thirty (30) calendar days after the date notice is sent to the Settlement Class.

18           13.       Any Settlement Class Member who desires to object to the fairness of this  
19 Settlement must submit a written objection to the Settlement Administrator no later than thirty  
20 (30) calendar days from the date notice is mailed to the Settlement Class. The Settlement  
21 Administrator will submit copies of any such objection to counsel for the Parties within five  
22 days of receiving the objection. The Parties shall submit any responses to objections no later  
23 than forty calendar days after the Initial Notice Mailing Date.

24           14.       Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure a hearing will be  
25 held before this Court to finally determine whether the Settlement is fair, reasonable, and  
26 adequate, and should be approved by this Court; to consider the application for service awards

1 to the Class Representatives; to consider the distribution of the Settlement Fund pursuant to the  
2 Settlement Agreement; to consider the separate application for attorneys' fees and expenses of  
3 Class Counsel; and to rule on any other matters that the Court may deem appropriate.

4 15. The Final Approval Hearing is scheduled for October 19, 2017, at 9:00 a.m.

5 16. Settlement Class Members do not need to appear at the Final Approval Hearing  
6 or take any other action to indicate their approval and partake in this Settlement.

7 17. This Order and the Settlement are not admissions or concessions by Defendant  
8 of any liability or wrongdoing. This Order is not a determination of liability or wrongdoing.  
9 This Order also does not constitute any opinion or position of this Court as to the merits of the  
10 claims and defenses related to this Action.

11 18. This Action is stayed until further ordered by this Court, except such actions and  
12 proceedings that may be necessary to implement the Settlement and this Order.

13 19. Pending final determination of whether the Settlement should be approved,  
14 Plaintiffs, all Settlement Class Members and any person or entity allegedly acting on behalf of  
15 Settlement Class Members, either directly, representatively or in any other capacity, are  
16 preliminarily enjoined from commencing or prosecuting against the Released Parties any action  
17 or proceeding in any court or tribunal asserting any of the Released Claims, provided, however,  
18 that this injunction shall not apply to individual claims of any Settlement Class Members who  
19 timely exclude themselves in a manner that complies with this Order. This injunction is  
20 necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and  
21 authority to effectuate this Settlement and to enter judgment when appropriate, and is ordered  
22 in aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

23 20. If Final Approval does not occur, the parties shall be returned to the status quo  
24 ex ante, for all litigation purposes, as if no settlement had been negotiated or entered into; and  
25 thus, this Order and all other findings or stipulations regarding the Settlement shall be  
26 automatically void, vacated, and treated as if never filed.

1           21. Counsel for the parties are hereby authorized to utilize all reasonable procedures  
2 in connection with the administration of the Settlement which are not materially inconsistent  
3 with either this Order or the terms of the Settlement Agreement.

4           22. This Court retains jurisdiction to consider all further matters arising out of or  
5 connected with the Settlement. The Court reserves the right to adjourn or continue the date of  
6 the Final Approval Hearing without further notice to Settlement Class Members, and retains  
7 jurisdiction to consider all further applications arising out of or connected with the Settlement.  
8 The Court may approve or modify the Settlement without further notice to Settlement Class  
9 Members.

10           23. The following timeline will govern proceedings through the Final Approval  
11 Hearing:

DEADLINE	EVENT
Ten days after entry of this Order	Deadline to mail notice to Class Members
Fourteen days after entry of this Order	Deadline for Class Counsel to file their motion for attorneys' fees and costs
Twenty-one days after entry of this Order	Deadline for Class Counsel to file motion requesting final approval
Within thirty days of the date that Settlement Notices are sent, pursuant to the Notice Plan	Deadline for Settlement Class Members to submit exclusion requests or objections
Within forty days of the date that Settlement Notices are sent, pursuant to the Notice Plan	Deadline for Parties to submit any responses to objections
October 19, 2017, at 9:00 a.m.	Final Approval Hearing

23           DATED this 24th day of May, 2017.

25           

26           THE HONORABLE ROBERT S. LASNIK  
UNITED STATES DISTRICT JUDGE

1 Presented by:

2 TERRELL MARSHALL LAW GROUP PLLC

3 By: /s/ Toby J. Marshall, WSBA #32726

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