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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

ROBERT MARTINEZ, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

KNIGHT TRANSPORTATION, INC. d/b/a  
ARIZONA KNIGHT TRANSPORTATION,  
INC., an Arizona corporation,

Defendant.

NO. 1:16-CV-01730-SKO

**DECLARATION OF BRYN BRIDLEY  
ON SETTLEMENT NOTICE AND  
ADMINISTRATION**

1 I, Bryn Bridley do hereby declare:

2 1. I am the Director of Project Management at Atticus Administration, LLC  
3 (“Atticus”), a firm providing class action and claims administration services. I have extensive  
4 experience with class action notice and claims administration. I am fully familiar with the facts  
5 contained herein based upon my personal knowledge and involvement with the above-captioned  
6 action.

7 2. Atticus is the Court appointed Settlement Administrator for the above-captioned  
8 action and is responsible for carrying out the terms of the *Stipulation of Class and PAGA*  
9 *Representative Action Settlement and Release* (“Settlement Agreement”) pursuant to the Court’s  
10 *Order Vacating Hearing and Granting Preliminary Approval of Class Action Settlement and*  
11 *Conditional Certification of Settlement Class* (“Preliminary Approval Order”) dated March 24,  
12 2023, and the *Order Granting Defendant Knight Transportation, Inc.’s Unopposed Ex Parte*  
13 *Application for Continuing the Notice Mail Date and Related Deadlines in the Preliminary*  
14 *Approval Order* (“Order Continuing Dates”) entered on April 26, 2023.

15 3. I submit this Declaration to inform the parties and the Court of settlement  
16 administration activities completed to date. This Declaration describes the: (i) dissemination of  
17 Notice to the Settlement Class, (ii) receipt and validation of Claim Forms, (iii) the receipt and  
18 status of exclusions, objections, and workweek challenges, (iv) estimated Class Member payments,  
19 and (v) settlement administration costs.

20 **I. NOTICE TO THE SETTLEMENT CLASS**

21 4. On May 1, 2023, Atticus received a data file from Defense Counsel that contained  
22 the name, address, social security number, telephone number, hire date and termination date of  
23 5,652 truck drivers who are current or former employees of Knight Transportation, Inc.  
24 (“Defendant”) who advised Defendant that they resided in Oregon, Nevada, Arizona, Utah or  
25 Colorado, were paid in whole or in part on a piece-rate basis, and drove one or more routes between  
26 September 30, 2012 through March 27, 2023 (the “Class Period”) of five hours or more entirely  
27 within the State of California (“Class Members,” the “Settlement Class,” or the “Class List”).  
28

1           5.       Atticus analyzed the file and worked with Defense Counsel to finalize the Class  
2 List. Ultimately, four (4) records were removed from the Class List – three (3) whose employment  
3 dates were outside the Class Period and one (1) who did not reside in a qualifying state. The final  
4 Class List included 5,648 Settlement Class Members. Atticus further determined that 3,866 of the  
5 Settlement Class Members on the Class List were California-based drivers who worked any time  
6 from September 27, 2015 through March 27, 2023 (the “PAGA Class Period”) (“PAGA Claim  
7 Members”).

8           6.       The Class list was processed through the National Change of Address database  
9 maintained by the United States Postal Service (“USPS”). This process provides address updates  
10 for individuals who have filed change of address cards with the USPS during the past four (4)  
11 years.

12           7.       On May 26, 2023, Atticus caused the *Notice of Class Action Settlement, Settlement*  
13 *Hearing and Exclusion Procedures* and Claim Form (collectively “Notice” or “Notice Packet”) to  
14 be sent by U.S. first class mail to the 5,648 identified Class Members.

15           8.       The Notice informed Class Members of the terms of the Settlement and included  
16 procedures on how to complete a Claim Form, request exclusion, challenge the number of weeks  
17 of employment during the Class Period as was included in the personalized Notice, and how to  
18 object. The Notice also advised Settlement Class Members of applicable deadlines and other  
19 events, such as the Final Approval Hearing, how and where to obtain additional settlement  
20 information, and of Class Counsel’s request for fees and expenses and an award for the Named  
21 Plaintiff. A true and correct copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

22           9.       On June 1, 2023, Atticus discovered that the Notice Packets mailed on May 26,  
23 2023 included deadlines calculated according to what the mail date would have been prior to the  
24 Court’s entry of the Order Continuing Dates. The Parties were notified immediately and a  
25 corrective Notice in the form of a postcard was promptly prepared for mailing to inform Class  
26 Members of the error and the actual deadline by which claims, exclusion requests, and objections  
27  
28

1 had to be submitted. A true and correct copy of the corrective postcard Notice is attached hereto  
2 as **Exhibit B**.

3 10. Of the 5,648 Class Notices mailed, 2,039 were returned to Atticus as undeliverable.  
4 Thirty-two (32) of the undeliverable pieces included forwarding information and the Notices were  
5 promptly remailed to the forwarding addresses. One thousand nine hundred twenty-six (1,926) of  
6 the remaining 2,007 undeliverable records were sent to a professional search firm for address  
7 tracing. New addresses were received for 1,836 of the traced records and were not received for 90  
8 records. Two hundred thirty-four (234) of the remailed Notices were returned a second time, and  
9 81 were not sent to trace for updates because they were received after the exclusion, objection, and  
10 dispute deadline. In total, 5,243 or 92.83% of the Notices dispersed were successfully mailed and  
11 405 Class Members ultimately did not receive the mailed Notice Packet.

12 **II. CLAIM FORMS AND DISPUTES**

13 11. To be considered timely, Claim Forms had to be postmarked on or before July 25,  
14 2023. The Parties have since agreed to continue accepting late claims, so long as the Class Member  
15 allocations do not exceed the 50% floor on distribution of the Net Settlement Amount required  
16 under the Settlement Agreement. As of this writing, Atticus has received 899 Claim Forms, 814  
17 of which have been deemed valid. Nine (9) of the remaining claims are invalid duplicate  
18 submissions and 76 are under review, of that 64 class members submitted a dispute to challenge  
19 the Calendar Weeks worked during the Class Period. The disputes are currently under review.

20 **III. EXCLUSIONS AND OBJECTIONS**

21 12. Settlement Class Members had until July 25, 2023, to timely postmark a written  
22 request for exclusion, or file an objection to the settlement. Atticus did not receive any exclusion  
23 requests, or objections to the settlement.

24 **IV. SETTLEMENT AND PAGA AWARDS**

25 13. Atticus preliminarily calculated Settlement Class and PAGA Claim Members'  
26 Individual Settlement and PAGA Claim Payments in accordance with § 19 of the Settlement  
27

1 Agreement. On May 5, 2023, Atticus provided the calculation file to Defense Counsel who verified  
 2 and approved the Individual Settlement and PAGA Claim Payments were accurately determined.

3 14. To obtain the preliminary Individual Settlement and PAGA Claim Payment  
 4 amounts, Atticus reduced the \$400,000 Gross Settlement Amount by the costs for Class Counsel’s  
 5 fees and costs (assuming \$20,000 in costs), Plaintiff’s service award, administration fees and costs,  
 6 and the PAGA allocation as contemplated by the Settlement Agreement. The preliminary gross-  
 7 to-net determination is set forth in the following table:

<b>Gross-to-Net Settlement Amount</b>	<b>Amount</b>
Gross Settlement Amount	\$400,000
Class Counsel Fees	(\$100,000)
Class Counsel Costs	(\$20,000)
Plaintiff Service Award	(\$10,000)
PAGA Allocation <sup>1</sup>	(\$20,000)
Administration Fees & Costs	(\$29,558)
<b>Net Settlement Amount</b>	<b>\$220,442</b>

14 15. The Net Settlement Amount (“NSA”) was divided by the Total Calendar Weeks of  
 15 all Settlement Class Members to determine that the Calendar Week Value is \$0.51. The Calendar  
 16 Week Value was then multiplied by the number of calendar weeks each Settlement Class Member  
 17 worked during the Class Period to identify his/her share of the NSA. Total Calendar Weeks worked  
 18 by Class Members during the Class Period ranged from one (1) to 548 and the corresponding  
 19 preliminary payment amounts were between \$0.51 and \$281.19. PAGA Claim Members each  
 20 received an additional \$1.29 which was an equal share of the \$5,000 portion of the PAGA  
 21 allocation designated to the aggrieved employees. Class Members who are also PAGA Claim  
 22 Members will receive one payment that includes both the settlement and PAGA awards  
 23

24  
 25 \_\_\_\_\_  
 26  
 27 <sup>1</sup> \$15,000 of the PAGA funds will be allocated to the LWDA and \$5,000 will be awarded to PAGA  
 28 Claim Members.

1 (“Individual Settlement Payments”). In total, pursuant to these preliminary calculations, payments  
2 ranged from \$0.51 to \$282.48, and the average award amount was \$39.91.

3 16. Class Counsel has subsequently confirmed that it only seeks \$13,289.31 in costs  
4 (rather than \$20,000). Thus, the NSA is increased to \$227,152.69, the Calendar Week Value is  
5 \$0.52, the Individual Settlement Payments range from \$0.52 to \$284.66, and the average award  
6 amount would be \$40.21.

7 17. The total value of the 890 valid claims submitted as of the date of this declaration  
8 is \$42,538.15. This equates to 19.1482% of the Net Settlement Amount. However, because the  
9 Settlement Agreement provides that a minimum of 50% of the Net Settlement Amount shall be  
10 distributed to the class, the actual amounts received by those class members who have submitted  
11 valid claims will be substantially higher than the preliminary values calculated. Assuming that no  
12 additional valid claims are submitted, the average Individual Settlement Payment will be **\$127.61**.<sup>2</sup>

13 **VI. SETTLEMENT ADMINISTRATION COSTS**

14 18. The administration fees for this settlement are expected to be \$29,558.

15  
16 **I declare under penalty of perjury under the laws of the United States of America that the**  
17 **foregoing is true and correct, and that this Declaration was executed on August 16, 2023 in**  
18 **Mendota Heights, Minnesota.**

19  
20  
21   
22  
23

24 \_\_\_\_\_  
25  
26 <sup>2</sup> The Parties have agreed that claims will be accepted as timely until the earlier of one week prior  
27 to the final approval hearing or the time at which 50% of the NSA has been claimed. The Parties  
28 will present updated numbers to the Court at the final approval hearing, but the Parties do not  
expect the number of valid claims to change materially because only one or two additional claims  
are being received each week.

**EXHIBIT A**



<<Claimant ID>> <<SEQ ID>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>> <<ADDRESS2>>

<<CITY>> <<STATE>> <<ZIP>>



**NOTICE OF CLASS ACTION SETTLEMENT, SETTLEMENT HEARING,  
AND EXCLUSION PROCEDURES**

*Robert Martinez, et. al v. Knight Transportation, Inc., et al.*  
United States District Court, Eastern District of California, Case No. 1:16-CV-01730-SKO.

If you are current or former truck driver employed by defendant Knight Transportation, Inc. (“Knight”), who advised Knight that (1) you resided in Oregon, Nevada, Arizona, Utah, and/or Colorado, (2) you are or were paid in whole or in part on a piece-rate basis, and (3) you drove one or more routes of five hours or more entirely within the State of California for Knight during the “Class Period” from September 30, 2012 through March 27, 2023, please read this Notice carefully. Knight’s records show you are entitled to participate in this class action settlement and receive an Individual Settlement Payment and Individual Private Attorney General Claim (“PAGA”) Payment. This Notice relates to the terms of a proposed settlement of the *Martinez v. Knight Transportation, Inc.* class and PAGA action. Your rights may be affected by the legal proceedings in this action.

**IMPORTANT STEPS AND DEADLINES:**

- If you wish to receive your Individual Settlement Payment, you must submit a claim form as described in this Notice. If the Settlement is granted Final Approval by the Court, then your settlement share will be mailed to you as described in this Notice if you properly submit a claim form. If your address has changed from the address that Knight has for you, you should notify the Settlement Administrator listed in this Notice.
- If you do NOT wish to participate in this class Settlement and do NOT wish to receive an Individual Settlement Payment, you may request exclusion from the class portion of the Settlement. The request for exclusion must be postmarked on or before June 26, 2023. Instructions on how to request exclusion from this class Settlement are included in this Notice. Any exclusion from the class Settlement will not impact the PAGA settlement.
- If you wish to object to the class Settlement, the last day to file your written objection with the Court is June 26, 2023, unless you opt out. Instructions on how to object to the class Settlement are included in this Notice.
- If you do nothing in response to this Notice, you will release your claims under the class Settlement but will not receive any payment for the class Settlement.

***I. WHY IT IS IMPORTANT TO READ THIS NOTICE:***

Judge Sheila K. Oberto of the United States District Court for the Eastern District of California (the “District Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) of all Released Claims (defined below) in this case for all current and former truck drivers working with Knight at any time from September 30, 2012 through March 27, 2023 (the “Class Period”). Judge Sheila K. Oberto has also preliminarily approved the settlement of PAGA Released Claims (defined below) for all current and former California-based drivers working with Knight at any time from September 27, 2015 up to preliminary approval of this Agreement, March 23, 2023 (the “PAGA Class Period”).

The purpose of this Notice is to inform you of the terms of the proposed Settlement and to discuss your rights and options in connection with the lawsuit and the Settlement. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement,

1 please see the full settlement agreement available at [www.AtticusAdmin.com/class-action-cases/](http://www.AtticusAdmin.com/class-action-cases/) or by  
2 accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER)  
3 system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States  
4 District Court for the Eastern District of California, Robert E. Coyle United States Courthouse, 1<sup>st</sup> Floor Room  
5 1501, 2500 Tulare Street, Fresno, 93721, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding  
6 Court holidays.

7 For any questions regarding this Settlement, you may contact Class Counsel:

8 Craig J. Ackermann (Bar No. 229832)  
9 [cja@ackermanntilajef.com](mailto:cja@ackermanntilajef.com)  
10 ACKERMANN & TILAJEF, P.C.  
11 315 South Beverly Drive, Suite 504  
12 Beverly Hills, CA 90212  
13 Telephone: 310.277.0614

14 Julian Hammond  
15 [jhammond@hammondlawpc.com](mailto:jhammond@hammondlawpc.com)  
16 Ari Cherniak  
17 [acherniak@hammondlawpc.com](mailto:acherniak@hammondlawpc.com)  
18 HAMMONDLAW, P.C.  
19 1201 Pacific Ave., Suite 600  
20 Tacoma, WA 98402  
21 Telephone: 310.601.6766

22 PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT  
23 THIS SETTLEMENT.

24 **II. WHAT THIS CLASS ACTION CASE IS ABOUT:**

25 Plaintiff Robert Martinez sued Knight Transportation, Inc. and its successor in interest Knight-Swift  
26 Transportation Holdings, Inc. ("Knight") making the following claims: (1) failure to pay Class Members provide  
27 duty-free meal breaks and pay missed meal break premium in violation of Labor Code § 512 and 226.7 and Wage  
28 Order No. 9-2001, § 11; (2) failure to pay separately and hourly for time spent on rest breaks, inspections, fueling,  
cleaning, paperwork, layovers spent in the tractor cab, and other nondriving tasks (the "Non-Driving Tasks") in  
violation of Labor Code § 1194 and 226.2; (3) failure to provide paid rest breaks and/or pay missed rest break  
premiums for unpaid rest breaks to Class Members in violation of Labor Code § 226.7 and Wage Order No. 9-  
2001, § 12(A)-(B); (4) failure to pay all wages owed upon termination of employment in violation of Labor Code  
§ 203; (5) failure to issue complete and accurate wage statements to Plaintiff and Class Members who were  
employed by Defendant from one year prior to the filing of the Complaint ("Wage Statement Subclass") in  
violation of Labor Code § 226(a) and 226.2; (6) unfair, unlawful, and fraudulent business practices, in violation  
of Business and Professions Code §§ 17200 et seq., and (7) PAGA Penalties pursuant to Labor Code § 2698, *et*  
*seq.* (the "Action").

Knight denies Plaintiff's allegations and contends that it properly paid drivers lawfully pursuant to applicable law  
and that it provided all applicable breaks. Knight contends the DOT's FMCSA has preempted (nullified)  
California's meal and rest break laws, which has been confirmed by the federal Court of Appeals, and that the  
same federal appellate court and the California Supreme Court has determined that piece-rate pay plans, like  
Knight's, can legally include non-driving time, provided that the parties agreed that such pay would be all-  
inclusive. The Court has not decided whether Knight did anything wrong.

No court has ruled on the merits of the lawsuit. This Settlement was reached for this Action.

**III. SETTLEMENT OF THE CLAIMS ALLEGED IN THE LAWSUIT:**

Since September 27, 2016, the Parties to this lawsuit have been investigating and litigating the claims asserted in  
the lawsuit. The Parties were able to come to an agreement and, based on a comprehensive investigation of the  
claims, the Parties and their counsel have reached a settlement.

1 Named Plaintiff and his counsel recognize the expense and length of proceedings necessary to continue the  
2 litigation against Knight in Court, Knight's federal preemption and other defenses, potential impediments to  
3 litigation of the PAGA claims, and any possible appeals. Plaintiff and his counsel also have taken into account  
4 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such  
5 litigation. Plaintiff and his counsel also have taken into account the extensive litigation of this and other driver  
6 actions against trucking companies in their settlement negotiations that have occurred. Based on the foregoing,  
7 Named Plaintiff, in his capacity as class representative, and Class Counsel, in their capacity as attorneys for  
8 Class Members and for the settlement of the PAGA Released Claims, believe the Settlement confers substantial  
9 benefits to the Class and Class Members, is a fair, adequate, and reasonable settlement, and is in the best interest  
10 of these employees.

11 Through the litigation and the negotiations that resulted in this Settlement, Knight has not admitted any liability  
12 or wrongdoing. However, for multiple reasons, Knight has concluded that it is in its best interests to put it to rest  
13 and settle the lawsuit.

14 **IV. THE TERMS OF THE PRELIMINARILY APPROVED SETTLEMENT:**

15 The Court certified a class that includes: All current and former truck drivers employed by defendant Knight  
16 Transportation, Inc., who advised defendant that they resided in Oregon, Nevada, Arizona, Utah, and/or Colorado,  
17 who were paid in whole or in part on a piece-rate basis, and who drove one or more routes of five hours or more  
18 entirely within the State of California for defendant during the "Class Period" from September 30, 2012 up to  
19 March 27, 2023.

20 Knight has agreed to pay \$400,000.00 (the "Gross Settlement Value"), allocated among the following: (1)  
21 monetary relief to the Class Members who file claim forms ("Participating Class Members"); (2) attorneys'  
22 fees and reimbursement of costs and expenses awarded by the Court to Class Counsel; (3) a service award by  
23 the Court to Plaintiff ("Service Award"); (4) claims administration expenses, including the costs of mailing  
24 this Notice to you and administering the settlement payments should the Settlement be effective  
25 ("Administration Costs"); and (5) penalties pursuant to the PAGA paid to the California Labor and Workforce  
26 Development Agency ("LWDA") and PAGA Claim Member(s), who include all Class Members working for  
27 Knight during the PAGA Claims Period ("PAGA Claim Members").

28 The distribution of the Settlement is as follows:

- 29 (1) The total amount of Class Counsel's attorneys' fees awarded will be subject to the Court's discretion and  
30 approval, but in any event will not exceed \$100,000 (the "Fees Award"). The Class Counsel's Fees Award  
31 is for attorneys' fees, past, present, and future, incurred in the lawsuit. You will not be required to pay  
32 Class Counsel for their representation of you in the lawsuit;
- 33 (2) The total amount of the costs/expenses up to an additional \$20,000 awarded to Class Counsel will be  
34 subject to the Court's discretion and approval (the "Costs Award"). The Class Counsel's Costs Award is  
35 for expenses, past, present and future, incurred in the lawsuit;
- 36 (3) The amount of the Service Award to Plaintiff will be subject to the Court's discretion and approval, but  
37 in any event will not exceed \$10,000.00, in recognition of his service in bringing this action on behalf of  
38 himself and all similarly-situated individuals and for a general release of all of his claims;
- 39 (4) The Administration Costs incurred by the Settlement Administrator, Atticus Administration. These costs  
40 and fees are associated with the administration of this Settlement by a neutral third party who is  
41 responsible for all mailings required by the Settlement, sending payments to Class Members, and  
42 associated recordkeeping and obligations;

1 (5) A payment to the LWDA for the portion of civil penalties recovered in this Settlement under the PAGA  
2 due to the State of California, in the amount of \$15,000, and a payment of \$5,000 divided equally between  
all PAGA Claim Members;

3 (6) The monetary relief (“Net Settlement Amount”) paid to Participating Class Members will be the total of  
4 the settlement (\$400,000.00) less the Class Counsel’s Fees Award and Cost Award, the Plaintiffs’ Service  
Award, the Administration Costs approved by the Court, the PAGA amount agreed to pay the LWDA  
and PAGA Claim Members, and employer-side taxes.

5 **V. HOW YOUR SHARE OF THE INDIVIDUAL SETTLEMENT PAYMENT AND INDIVIDUAL**  
6 **PAGA CLAIM PAYMENT WILL BE CALCULATED:**

7 Individual Settlement Payment. Participating Class Members (who properly submit Claim Forms and do not opt  
8 out) shall be entitled to Individual Settlement Payments as follows: A dollar value will be assigned to each  
9 calendar week (Sunday to Saturday) during which Participating Class Members were engaged with Knight from  
10 September 30, 2012 up to March 27, 2023 (“Class Period”). The dollar value of each calendar week will be  
11 calculated in the following manner: The net settlement amount will be divided by the total number of calendar  
12 weeks worked by all Settlement Class Members. during the Class Period to determine the “Calendar Week  
Value.” Each Participating Class Member’s number of calendar weeks worked during the Class Period will be  
multiplied by the Calendar Week Value. The resulting sum (plus the PAGA amount for PAGA Claim Members)  
will equal each Participating Class Member’s “Individual Settlement Payment.” In other words, those drivers  
working for longer periods of time during the Class Period will generally receive more than those working for a  
shorter time.

13 From each Class Member’s Individual Settlement Payment, 15% will be designated as alleged wages or damages,  
14 45% will be designated as alleged penalties, and 40% will be designated as alleged interest.

15 Individual PAGA Claim Payment. The \$5,000 allocated to PAGA Claim Members pursuant to settlement of  
16 PAGA Released Claims shall be divided equally between all PAGA Claim Members. The individual payments  
17 to PAGA Claim Members shall be referred to as “Individual PAGA Claim Payments.” This amount shall be  
added to the amount they will receive as Participating Class Member or will be sent separately for Settlement  
Class Members who have not filed a Claim Form or Class Members that have opted out of the Settlement.

18 PAGA Claim Payments will be designated as penalties for tax purposes.

19 Nothing in this Notice or the Settlement should be construed or relied upon as tax advice, and Plaintiff,  
20 Participating Class Members, and PAGA Claim Members understand and agree that they will be solely  
21 responsible for the payment of any taxes and penalties assessed on their respective payments and will defend,  
22 indemnify, and hold the parties to the Agreement free and harmless from and against any claims resulting from  
23 treatment of such payments as non-taxable reimbursements or penalties or interest. Neither Class Counsel nor  
Knight makes any representations concerning the tax consequences of this Settlement or participation in it, and  
you are advised to seek your own personal tax advice prior to acting in response to this Notice.

24 **VI. OPTIONS YOU HAVE REGARDING THE CLASS ACTION SETTLEMENT:**

25 **1. Do Nothing and Release Your Claims but Not Receive Any Check**

26 If the Settlement becomes final, and you fail to request exclusion from the settlement (as described below) and you  
27 fail to submit a Claim Form (also described below), you will release your Released Claims (described below), but  
will not receive any check for the settlement and release of those claims.

28 **2. File A Claim Form And Release Your Claims and Receive a Check**

1 The settlement is on a claims-made basis, meaning you and other Class Members are required to complete and  
2 submit to the Settlement Administrator a Claim Form postmarked no later than June 26, 2023. You will be entitled  
3 to receive a settlement payment only if you do all of the following: (i) completes the Claim Form in its entirety;  
4 (ii) sign the Claim Form certifying that its contents are true and correct; and (iii) return the Claim Form that is  
5 postmarked on or before June 26, 2023. Settlement Class Members who do not properly or timely submit a Claim  
6 Form will not be entitled to any portion of the Net Settlement Amount but shall be bound by the release described  
7 in this Notice. You will be mailed a check for your share of the Settlement within 45 days of the Effective Date  
8 of the Settlement (as defined in the settlement). You will have one hundred eighty (180) days from the date the  
9 check is issued to cash or deposit your check. After 180 days, the amount of any un-cashed checks will be  
10 deposited with the Department of Industrial Relations Unpaid Wages Fund in California in the name of the  
11 Settlement Class Member who failed to cash his or her check.

7 **3. Procedure For Requesting Exclusion From The Settlement Class**

8 If you do not wish to receive your portion of the class Settlement and do not wish to be bound by the Settlement  
9 of the Released Claims, you may exclude yourself from the Settlement by mailing to the Knight Transportation,  
10 Inc. Settlement Administrator, c/o Atticus Administration, located at PO Box 64053, St. Paul, MN 55164,  
11 postmarked on or before June 26, 2023, a written statement expressing your desire to be excluded from the  
12 Settlement in the *Martinez v. Knight Transportation, Inc., et al.* lawsuit. Your request for exclusion shall be  
13 deemed valid only if: (1) you have provided on the request for exclusion your name and last four digits of your  
14 social security number; (2) you have dated and signed the request for exclusion; and (3) the name and last four  
15 digits of the social security number you provided on the request for exclusion match Knight's records. Your  
16 written request for exclusion must state (or be materially similar to the below language) as follows:

13 "I wish to be excluded from the Settlement in *Martinez. v. Knight Transportation, Inc., et al.*, United States  
14 District Court, Eastern District of California, Case No. 1:16-CV-01730- SKO. I understand that in asking to be  
15 excluded from the settlement class, I will not receive any portion of the class Settlement approved by the Court  
16 in this case. I understand that this does not impact the PAGA settlement."

16 Requests for exclusion that do not include all required information, or that are not submitted on a timely basis,  
17 will be deemed null, void, and ineffective. If you submit a valid request for exclusion from the Settlement, you  
18 will not receive any monetary recovery from this Settlement, and you will not have any right to object, appeal, or  
19 comment. You will not be bound by the terms of the proposed class Settlement, if it is approved, or the Final  
20 Judgment in this lawsuit. If you timely submit a valid request for exclusion from the Settlement, you preserve  
21 your right to bring your own action against Knight regarding claimed damages arising during the Class Period. If  
22 approved by the Court you, will be considered a PAGA Claim Member regardless of whether you request  
23 exclusion from the Settlement Class.

21 **4. Procedure For Challenging Your Number of Workweeks**

22 Your calendar weeks employed during the Class Period are calculated by the Settlement Administrator as <<  
23 workweeks>>.

23 If you believe your calendar workweeks number listed above is not correct, you may send a letter to the Settlement  
24 Administrator indicating what you believe to be the correct number of calendar weeks. You may also send any  
25 documents or other information that supports your belief that the number listed above is incorrect. The Settlement  
26 Administrator will resolve any dispute based upon Knight's records and any information you provide. Please be  
27 advised that the number of calendar weeks you worked during the Class Period is presumed to be correct.

27 **5. Procedure For Objecting To The Settlement**

28 You can ask the Court to deny approval to the Settlement by filing an objection. You cannot ask the Court to

1 order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no  
2 settlement payments will be sent out and the lawsuit will continue as did before the Settlement was reached. If  
that is what you want to happen, you must object.

3 You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either  
4 in person or through your own attorney. If you appear through your own attorney, you are responsible for paying  
that attorney. All written objections and supporting papers must (a) clearly identify the case name and number  
5 (*Martinez v. Knight Transportation, Inc., et al.*, Case No. 1:16-CV-01730-SKO); (b) be submitted to the Court  
either by mailing them to the Class Action Clerk, United States District Court for the Eastern District of California,  
6 Robert E. Coyle United States Courthouse, 2500 Tulare Street, Fresno, CA 93721, or by filing them in person at  
any location of the United States District Court for the Eastern District of California; and (c) be filed or  
7 postmarked on or before June 26, 2023.

8 If you do not file your written objections in the manner provided above, you shall be deemed to have waived such  
objections and shall be foreclosed from making any objections (by appeal or otherwise) to the Settlement.

9 *If you submit a request for exclusion from the Settlement Class you cannot object to the Settlement, and any  
10 objection you file will be deemed to have been waived by your request for exclusion.*

11 Any Class Member who is satisfied with the proposed Settlement need not appear at the Settlement Hearing.  
The location, date and time of the Settlement Hearing is set forth in Section XI of this Notice.

12 **VII. RELEASE OF CLAIMS BY SETTLEMENT CLASS MEMBERS:**

13 As of the Effective Date (as defined in the Settlement Agreement), anyone who has not excluded themselves from  
14 this class Settlement will release all Released Parties from the Released Claims as defined below.

15 “Released Parties” are defined as: a) all of Knight’s present and former parent companies, subsidiaries, related or  
16 affiliated companies (including but not limited to Knight-Swift Transportation Holdings, Inc. and Knight Truck  
and Trailer Sales LLC); (b) Knight’s divisions, and (c) the present and former officers, directors, members,  
17 managers, shareholders, agents, insurers, administrators, fiduciaries, trustees, operators, partners, joint ventures,  
franchisees, franchisors, consultants, contractors, attorneys, successors or assignees.

18 “Released Claims” is defined as claims for: (1) failure to provide timely duty-free meal periods in violation of  
19 California Labor Code sections 512, 516, 226.7 and Section 11 of IWC Wage Order No. 9; (2) failure to pay  
separately and hourly for non-driving time and rest breaks in violation of California Labor Code sections 1194,  
20 1194.2 and 226.2; (3) failure to authorize and permit paid rest breaks and pay missed rest break premiums in  
violation of California Labor Code sections 226.7, 516 and Section 12 of IWC Wage Order No. 12; (4) failure to  
21 timely furnish accurate itemized wage statements in violation of Labor Code sections 226, 226.2, and Section 5  
of IWC Wage Order No. 9-2001; (5) failure to pay wages upon separation in violation of California Labor Code  
22 sections 201-203; (6) unfair competition for all possible claims listed above under California Business and  
Professions Code sections 17200 et. seq., and (7) a PAGA cause of action for all possible claims listed above and  
23 all other civil penalty claims under California Labor Code sections 226.3, 226.7, 512, 558, 1174, 1174.5  
(California Labor Code section 2698, et al.) (“Released Claims”). The release of the foregoing claims and  
24 definition of Released Claims, extends to all theories of relief regardless of whether the claim is, was or could  
have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under  
25 California law, federal law, any state law or common law (including, without limitation, as violations of the  
California Labor Code, the Wage Orders, applicable regulations, California’s Business and Professions Code  
26 section 17200), any and all claim under the Fair Labor Standards Act based on the factual allegations in the  
Complaint and any benefits under any benefit plan, program or policy sponsored or maintained by the Company,  
27 including, but not limited to the Employee Retirement Income Security Act, 29 U.S.C. §1001, et seq., but not  
vested benefits under any pension or 401(k) plan or other ERISA-governed benefit plan. “Released Claims”  
28 includes all types of relief available for the above-referenced claims, including any claims for damages,

1 restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief,  
2 declaratory relief, or liquidated damages. In addition, each member of the Class who does not submit a valid  
3 request for exclusion forever agrees that he or she will not institute any action, nor accept back liquidated  
4 damages, punitive damages, penalties of any nature (other than the PAGA Released Claims), attorneys' fees and  
5 costs, or any other relief from any other suit, class or collective action, administrative claim or other claim of any  
6 sort or nature whatsoever against Knight, for the Settlement Class Period for the claims being released herein.

7 As part of the Released Claims, Settlement Class Members will be deemed to waive any and all provisions, rights,  
8 and benefits conferred by any law of the State of California, any law of the United States, any other state or  
9 territory of the United States, principle of common law or equity, which governs or limits a person's release of  
10 unknown claims regarding the Released Claims and PAGA Released Claims.

11 **VIII. RELEASE OF PAGA RELEASED CLAIMS BY PAGA CLAIM MEMBERS:**

12 As of the Effective Date (as defined in the Settlement Agreement), all PAGA Claim Members (whether or not  
13 they are Settlement Class Members or Participating Class Members) shall fully release all Released Parties  
14 (defined above) of the PAGA Released Claims.

15 "PAGA Released Claims" means, all claims, causes of action, damages, wages, benefits, expenses, penalties,  
16 debts, rights, demands, liabilities, obligations, attorneys' fees, costs, and any other form of relief or remedy in  
17 law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected sought pursuant  
18 to the PAGA (California Labor Code section 2698, et al.) that occurred at any time during the PAGA Claims  
19 Period and that are predicated upon any Labor Code violations of the PAGA in the Action, including, but not  
20 limited to all possible California Labor Code Claims listed in the Complaint or that could have been listed in the  
21 Action based on the factual and/or legal allegations therein, including but not limited to California Labor Code  
22 section 226.2, 226, 226.3, 226.7, 512, 516, 558, 1174, 1174.5, 1194 and 1194.2.

23 **IX. THE NEXT STEP — THE SETTLEMENT HEARING**

24 A hearing (the "Settlement Hearing") will be held before the United States District Court on September 20,  
25 2023, at 9:30 a.m. in Courtroom 7, Robert E. Coyle United States Courthouse, 2500 Tulare Street, Fresno, CA  
26 93721, to determine whether the proposed Settlement is fair, adequate and reasonable and should be finally  
27 approved by the Court.

28 The Settlement Hearing may be rescheduled without further notice to you. Please check the Court's docket in this  
case through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of  
the Court at Robert E. Coyle United States Courthouse, 1<sup>st</sup> Floor Room 1501, 2500 Tulare Street, Fresno, CA  
93721, to confirm that the date of the hearing has not changed.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, KNIGHT, OR KNIGHT'S  
ATTORNEYS WITH INQUIRIES.

**SO ORDERED BY THE HONORABLE Sheila K. Oberto, JUDGE OF THE DISTRICT COURT.**

**CLAIM FORM**

*Robert Martinez, et. al v. Knight Transportation, Inc., et al.*  
United States District Court, Eastern District of California, Case No. 1:16-CV-01730- SKO

IF YOU ARE A CURRENT OR FORMER EMPLOYEE TO KNIGHT TRANSPORTATION, INC., TO PARTICIPATE IN THE SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE AND TO RECEIVE YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SIGN, DATE AND RETURN THIS CLAIM FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE JUNE 26, 2023, ADDRESSED AS FOLLOWS:

KNIGHT TRANSPORTATION, INC. SETTLEMENT ADMINISTRATOR  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
ST. PAUL, MN 55164

**A. Instructions.**

1. If you are a member of the Settlement Class (as this term is defined in the accompanying Notice of Class Action Settlement, Settlement Hearing, And Exclusion Procedures), you must date, sign, and mail this Claim Form with a postmark on or before June 26, 2023 in order to be eligible to participate in the settlement. KNIGHT supports this settlement and there will be no retaliation against any Class Member who submits a claim.
2. If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator. Once the settlement has been finally approved by the court, your Settlement Payment will be mailed to the address on file with the Settlement Administrator.

**B. Claimant Information.**

Name (First, Middle, Last): \_\_\_\_\_

Former Names (if any): \_\_\_\_\_

Residence Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

**C. Service Information.**

According to the records of KNIGHT TRANSPORTATION, INC. (“KNIGHT”) you provided cargo transportation services to KNIGHT during the period **September 30, 2012 through March 27, 2023** (“Class Period”) for a total of <<workweeks>> weeks.

**If you do not agree with the weeks shown above, please write the number of weeks you believe you provided cargo transportation services to KNIGHT during the Class Period here: \_\_\_\_\_ and check one of the following boxes:**



1  I am enclosing information/evidence which supports my position that I provided cargo transportation services to KNIGHT for more weeks than shown by KNIGHT's records.

2  I am **NOT** enclosing information/evidence to support my position that I provided cargo transportation services to KNIGHT for more weeks than shown by KNIGHT's records.

3  
4 **If you do not agree with the division between Settlement Calendar Weeks and Non-Settlement Calendar Weeks, please write the division of weeks here: \_\_\_\_\_ and check one of the following boxes:**

5  
6  I am enclosing information/evidence which supports my position that there is a different division between Settlement Calendar Weeks and Non-Settlement Calendar Weeks.

7  I am **NOT** enclosing information/evidence which supports my position that there is a different division between Settlement Calendar Weeks and Non-Settlement Calendar Weeks.

8  
9 **NOTE: KNIGHT's records will control unless you are able to provide information and/or documentation which establishes that KNIGHT's records are in error. If you submit such documentation and KNIGHT does not agree with your documentation, the court may be asked to resolve the dispute, and the court's decision will be final.**

10  
11  
12 **TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

13 Enter the **last four digits** of your Social Security Number:

14 Under penalty of perjury, I certify that:

- 15 1. The last four digits of the social security number shown on this form are the last four digits of my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 16 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 17 3. I am a U.S. person (including a U.S. resident alien).

18  
19  
20  
21 I declare under penalty of perjury under the laws of the State of California that the last four digits of my social security number provided above and other information provided by me in this Claim Form is true and correct, and that I have carefully read and agree to the releases described in the accompanying Notice Of Class Action Settlement and I submit to jurisdiction as stated above.

22 Dated: \_\_\_/\_\_\_/\_\_\_\_

23  
24  
25 \_\_\_\_\_  
26 Claimant Signature

**EXHIBIT B**

KNIGHT TRANSPORTATION, INC. SETTLEMENT ADMINISTRATOR  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
ST. PAUL, MN 55164

Case 1:16-cv-01730-SKO Document 89-4 Filed 08/16/23 Page 2 of 3



**PLEASE READ**

IMPORTANT DEADLINE CORRECTION  
PERTAINING TO A LEGAL NOTICE

<<FIRST NAME>> <<LAST NAME>>  
<<ADDRESS1>> <<ADDRESS1>>  
<<CITY>> <<STATE>> <<ZIP CODE>>

Dear Class Member,

A Notice Packet containing a Notice and Claim Form related to the above captioned class action lawsuit was mailed to you from our office on May 26, 2023.

**PLEASE BE ADVISED THAT THE DEADLINE BY WHICH YOU MUST SUBMIT A CLAIM FORM, EXCLUSION REQUEST, OR OBJECTION TO THE CLASS SETTLEMENT IS JULY 25, 2023**, rather than June 26, 2023 as was printed in the Notice Packet.

Please also be advised that the Settlement Hearing will be held before the United States District Court on September 20, 2023, at 9:30 a.m. in Courtroom 7, Robert E. Coyle United States Courthouse, 2500 Tulare Street, Fresno, CA 93721.

If you have any questions or require a new Notice Packet, please contact our office toll-free at 1-888-212-1511.

Sincerely,  
Office of the Administrator