



1 IT IS HEREBY ORDERED that this Order incorporates by reference all definitions  
2 in the Settlement Agreement and all terms used herein shall have the same meanings as set  
3 forth in the Agreement.

4 IT IS FURTHER ORDERED that the Order conditionally certifies the following  
5 Class for settlement purposes under Fed. R. Civ. P. 23(b)(3):

6 any and all individuals who entered into an independent contractor agreement  
7 with Swift Transportation Co. of Arizona, LLC (“Swift”) and any affiliated  
8 entity (as defined in the parties’ Settlement Agreement), and also entered into a  
9 lease agreements with Interstate Equipment Leasing, LLC (“IEL”) at any time  
10 prior to January 1, 2019, regardless of whether the individual participates in the  
11 Settlement unless said individual opts-out of the Settlement as set forth herein.

12 IT IS FURTHER ORDERED:

13 1. The Court hereby preliminarily approves the Settlement as set forth in the  
14 Settlement Agreement as being fair, reasonable, and adequate to the Class Members.

15 2. The Court hereby approves Settlement Services, Inc., as the Settlement  
16 Administrator to perform those duties and responsibilities as set forth in the Settlement  
17 Agreement.

18 3. The Court hereby approves, as to form and content, the Class Notices  
19 including the Claim forms and Change of Information forms attached to the Joint Motion  
20 for Certification of Settlement Class and Approval of Notice (Doc. 1109) as Exhibits A-D  
21 (Docs. 1109-2 – 1109-5).

22 4. The Court finds that the mailing and emailing of the Notice and methods for  
23 contacting and locating Class Members described in the Settlement Agreement constitutes  
24 the best notice practicable under the circumstances, and constitutes valid and sufficient  
25 notice to all Class Members, complying fully with the requirements of Rule 23 of the  
26 Federal Rules of Civil Procedure, the Constitution of the United States, and any other  
27 applicable law.

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1           5.     Plaintiffs and Class Counsel shall file their motion(s) for approval of  
2 attorneys' fees, costs, expenses, Service Awards no later than twenty-one (21) days after  
3 the end of the Notice Period.

4           6.     A Final Fairness Hearing shall be held on November 4, 2019, at 10:00 a.m.  
5 before the Honorable John W. Sedwick, United States District Judge, at the United States  
6 District Court for the District of Arizona, Sandra Day O'Connor United States Courthouse,  
7 Courtroom 401, 4<sup>th</sup> Floor, 401 W. Washington St., Phoenix, AZ 85003-2118 for the  
8 purpose of determining:

9           a.     whether the proposed Settlement as set forth in the Settlement  
10 Agreement is fair, reasonable and adequate, is in the best interests of the Settlement Class  
11 Members, and should be approved by the Court;

12           b.     whether an order approving the settlement and order of judgment  
13 should be entered, dismissing with prejudice the claims of the Named Plaintiffs and the  
14 Class members who do not opt-out of the Settlement against the Released Parties, and that  
15 provides for the following:

- 16                   1. adjudging the settlement to be fair, reasonable and adequate;
- 17                   2. ordering that the Settlement Agreement is approved, directing  
18                   consummation of the terms and provisions of the Settlement Agreement,  
19                   and requiring the Parties to take the necessary steps to effectuate the  
20                   terms of the Settlement;
- 21                   3. entering final judgment;
- 22                   4. determining pursuant to Rule 23(c)(2) of the Federal Rules of Civil  
23                   Procedure that the Class Notice constitutes the best notice practicable  
24                   under the circumstances, and that due and sufficient notice of the Final  
25                   Fairness Hearing and the rights of all Settlement Class Members has  
26                   been provided;

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5. determining that Defendants complied with CAFA and its notice obligations by providing appropriate federal and state officials with information about the Settlement Agreement;
6. ordering that each member of the Class who does not opt out of the Action shall be deemed to have irrevocably and unconditionally released and discharged the Released Parties with respect to all claims reasonably related to, arising out of, or arising in connection with the claims in the Action related to work pursuant to independent contractor agreements with Swift or any affiliated entity and leases with IEL as set forth in the Settlement Agreement through January 1, 2019;
7. ordering that Defendants shall be deemed to have released all Settlement Class Members who do not opt-out of this Settlement from any and all claims known or unknown, contingent or accrued, that are based on, arise out of, or relate in any way to an independent contractor agreement with Swift and/or an equipment lease with IEL or any services provided under such contractor agreement or lease during the Settlement Class Period as set forth in the Settlement Agreement;
8. ordering that upon the Settlement Effective Date, the Named Plaintiffs shall be deemed to have irrevocably and unconditionally released and discharged the Released Parties with respect to all claims of any kind against the Released Parties through January 1, 2019;
9. dismissing with prejudice the Action, without additional cost to any of the Parties other than as provided for in the Settlement Agreement;
10. approving the terms of the Settlement Agreement and awarding payments to the Named Plaintiffs and Settlement Class Members to be made consistent with the terms of the Settlement Agreement;

- 1 11. awarding attorneys' fees and costs for Class Counsel consistent with the
- 2 terms of the Settlement Agreement;
- 3 12. awarding Service Awards to Named Plaintiffs consistent with the terms
- 4 of the Agreement;
- 5 13. ordering the Parties' submission to, and this Court's continuing
- 6 retention of, exclusive jurisdiction over this matter for the purpose of
- 7 effectuating and supervising the enforcement, interpretation or
- 8 implementation of the settlement, and resolving any disputes that may
- 9 arise hereunder.

10 7. The Parties and Settlement Administrator are directed to add the date and  
11 time of the Final Fairness Hearing, the deadline to object to the Settlement and request for  
12 attorneys' fees and costs and Service Award and other dates and information as applicable  
13 to the approved Class Notice, Claim Form, and Change of Information Form.

14 8. Within 10 business days from the date of this Order, Defendants shall provide  
15 to the Settlement Administrator and to Class Counsel the Settlement Class list and Data  
16 necessary for the Settlement Administrator to comply with its obligations under the  
17 Settlement Agreement;

18 9. The Settlement Administrator is directed to mail the Class Notice, Claim  
19 Form and Change of Information Form to each Class Member at the last known address  
20 provided by Defendants or identified through an NCOA address update service and to send  
21 notice by email to all known email addresses and a text message identifying the Settlement  
22 Administrator's website to known phone numbers of Class Members within 21 days  
23 following receipt of the Settlement Class List and Data. The Settlement Administrator  
24 shall prepare documentation showing the allocation to each individual Settlement Class  
25 Member and provide it to Defendants and Class Counsel at least 14 business days prior to  
26 the mailing of the notices. Defendants shall have 7 business days from receipt to review  
27 the individual allocations to the Settlement Class Members and to object to the individual

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1 allocations if they do not match Defendants' records and/or if the individual allocations for  
2 pre-merger claims plus costs and expenses, attorneys' fees, and costs of settlement  
3 administration do not add up to \$100,000,000. If the parties are not able to resolve the  
4 objection, the mailing of the Notice Packet will be postponed pending resolution by the  
5 Court provided that within 14 days from receipt of the individual allocations from Class  
6 Counsel, Defendants file a motion to have the Court resolve the dispute. If Class Notices  
7 are returned for insufficient address, the Settlement Administrator is directed to perform a  
8 skip trace to attempt to locate the Settlement Class Member. The Settlement Administrator  
9 is also directed to post the Class Notice on its website and perform all other duties and  
10 responsibilities as Settlement Administrator that are set forth in the Settlement Agreement.

11 DATED this 22<sup>nd</sup> day of April 2019.

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13 /s/ JOHN W. SEDWICK  
14 SENIOR JUDGE, UNITED STATES DISTRICT COURT  
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