

SETTLEMENT AGREEMENT

Subject to the approval of the Superior Court for the State of Washington, in and for the County of King at Kent, Plaintiffs William C. Haley, Jr., Chanel Pierre, Anthony Rogers, Joshua McClelland, and Malik Wallace (“Plaintiffs”), individually and on behalf of all Class Members, as defined herein, and Defendant J. B. Hunt Transport, Inc. (“Defendant”), a Foreign for Profit Corporation, agree to the terms of this joint settlement agreement and release (the “Settlement”).

I. DEFINITIONS

For the purposes of the Settlement, any word or phrase that is presented in initial capital letters (e.g., Class Member), is a word or phrase defined herein.

1. “Action” shall mean the civil action currently pending in King County Superior Court, entitled “*William C. Haley, Jr., Chanel Pierre, Anthony Rogers, Joshua McClelland, and Malik Wallace, individually and behalf of all others similarly situated, Plaintiffs v. J. B. Hunt Transport, Inc.*,” Case No. 24-2-09661-2 KNT; Complaint filed May 1, 2024.

2. “Check Cashing Period” shall mean the 120-day period commencing the date on which the Individual Settlement Payments are mailed to the Class Members. After the 120-day Check Cashing Period, any uncashed proceeds shall be dispersed as set forth in Section III, paragraph 31, below.

3. “Class Counsel” shall mean Brian Denlinger, Craig Ackermann, and Avi Kreitenberg of Ackermann & Tilajef, P.C.

4. “Class Member” shall mean all individuals who, from January 1, 2023, through March 19, 2024, applied for a driver job opening in the State of Washington with Defendant, other than for the UNFI – Ridgefield, Washington account, where the job posting did not disclose the wage scale or salary range for the position (collectively, “Class Members” or “Class”). According to Defendant, there are approximately 2,223 total Class Members.

5. “Response Deadline” shall mean the date by which requests for exclusion from the settlement and objections to the settlement must be postmarked and/or received by the

Settlement Administrator if any Class Member wishes to opt out of the Settlement or file an objection to the Settlement. The Response Deadline shall be forty-five (45) calendar days from the distribution of the Class Notice.

6. “Individual Settlement Payment” shall mean the amount of money allocated to each Class Member pursuant to paragraph 34 of this Settlement.

7. “Class Period” shall mean the period from January 1, 2023 through March 19, 2024.

8. “Class Representatives,” “Plaintiffs” and “Named Plaintiffs” shall mean William C. Haley, Jr., Chanel Pierre, Anthony Rogers, Joshua McClelland, and Malik Wallace, the individuals identified as named Plaintiffs in the Action.

9. “Court” shall mean the Superior Court for the State of Washington, in and for the County of King at Kent.

10. “Defendant,” “JB Hunt” or the “Company” shall mean J. B. Hunt Transport, Inc.

11. “Final” shall mean the latest of the following dates, as applicable: the date the Court has rendered a Final Order Approving the Settlement and either (i) the Washington State Supreme Court or the U.S. Supreme Court has rendered a final order affirming the Court’s approval without material modification and the applicable date for seeking further appellate review has passed, or (ii) the applicable date for seeking appellate review of the Court’s Final Order Approving the Settlement has passed without a timely appeal or a request for review having been made.

12. “Final Order” shall mean the order granting final approval of the class action settlement entered by the Court.

13. “Gross Settlement Amount” shall mean the all-inclusive settlement amount of \$4,261,250.00 that Defendant will be obligated to pay in connection with the Settlement. From the Gross Settlement Amount will be deducted all costs incurred in connection with the Settlement, including: Plaintiffs’ Class Representative Service Payments of \$15,000.00 to each

of the named Plaintiffs (totaling \$65,000.00); Class Counsel's attorneys' fees and litigation costs, including all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action (of 1/3 of the Gross Settlement Amount, i.e., \$1,406,212.50, plus up to \$10,000.00 in actual litigation costs); and the Settlement Administrator's actual fees and expenses (which are estimated to be \$21,500). The amount remaining in the Gross Settlement Amount after all applicable deductions shall be referred to as the "Net Settlement Amount." The Net Settlement Amount will be divided equally among the Class Members to determine the Individual Settlement Amount payable to Participating Class Members. The Net Settlement Amount shall be distributed on a "checks cashed" basis, which means that no claim form shall be necessary, but checks shall automatically be sent to all Participating Class Members who do not elect to opt-out of the Settlement.

14. "Net Settlement Amount" shall have the meaning described in "Gross Settlement Amount," above.

15. "Notice" shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit A**. It is the Notice, approved by the Parties and subject to Court approval, which the Settlement Administrator will mail to each Class Member explaining the terms of the Settlement and explaining the Class Member's estimated Individual Settlement Payment.

16. "Participating Class Members" shall mean all Class Members other than those who timely and properly elect not to participate in the Settlement by submitting a written and valid Opt Out request.

17. "Parties" shall mean Class Members, Class Representatives, and Defendant, and "Party" shall mean any one of the Parties.

18. "Opt Out" refers to the process by which a Class Member must timely and properly submits a written notice to the Settlement Administrator to exclude himself or herself from the Settlement herein, as well as to prevent the release of his/her claims raised in this

Action.

19. “Settlement” shall mean this settlement agreement between the Parties, which, with Court approval, is intended to provide the terms relevant to the resolution of the Action with regard to all Participating Class Members.

20. “Settlement Administrator” shall mean the Settlement Administrator that the Parties mutually select to perform the duties set forth in this Settlement, subject to the Court’s approval.

21. “Settlement Effective Date” shall mean the date by which all of the following have occurred: (i) the Parties, or any one of them, has not voided this Settlement pursuant to Section XVII; (ii) the Court has granted Final Approval and entered Final Order as to this Settlement; and (iii) the Court’s Final Order has become Final.

II. RECITALS

22. On May 1, 2024, Plaintiffs commenced the Action on behalf of themselves and all others allegedly similarly situated with respect to the claims asserted.

23. Thereafter, the Parties, through their attorneys, agreed to engage in an exchange of informal discovery and class data, and agreed to attempt early resolution through direct attorney negotiations. Plaintiffs’ Counsel sent a request for informal discovery to Defendant’s counsel, and shortly thereafter, Defendant’s counsel provided Plaintiffs’ counsel with the total number of Class Members. Thereafter, the Parties, through their attorneys of record, engaged in direct attorney negotiations via email and telephone correspondence over the course of several weeks. Through direct attorney negotiations, the Parties agreed to resolve this matter for a Gross Settlement Amount of \$4,261,250.00, which was subsequently supplemented and memorialized by this Agreement. At all times, the Class Members were represented by Plaintiffs’ counsel, and Defendant was represented by its counsel.

24. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged, and contends that, for any purpose other than this Settlement, the Action is not

appropriate for class treatment under Washington CR 23, Rule 23 of the Federal Rules of Civil Procedure, or otherwise. The Parties agree, however, that it is appropriate to certify the class for purposes of this Settlement only.

25. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of the Class Members' claims against Defendant, including engaging in pre-negotiation investigation, reviewing data, and researching the applicable law and potential defenses. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members in light of all known facts and circumstances, including the risk of protracted litigation, the risk that the Court would not certify a class action, and Defendant's defenses and potential appellate issues.

26. Defendant agrees that the Settlement is fair, reasonable, and adequate under the circumstances, taking into account all known facts and circumstances, including, but not limited to, litigation risks and likely costs of defense.

27. This Settlement represents a compromise of materially disputed claims arising during the Class Period, as set forth in the Complaint filed by Plaintiffs. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the Action have merit or that Defendant has any liability to Plaintiffs or the Class Members on those claims.

28. The Parties agree to cooperate to take all necessary and appropriate steps to obtain preliminary and final approval of this Settlement and to effectuate all aspects of this Settlement. The entry of Final Order in this action shall dismiss with prejudice all claims set forth in the Action, except that it will also state that the Court retains jurisdiction to enforce the terms of the Settlement.

III. TERMS OF SETTLEMENT

29. The Parties agree that, with the Court's approval, the Court shall certify a class

solely for the purpose of implementing the terms of this Settlement.

30. Gross Settlement Amount: The Gross Settlement Amount under this Settlement is \$4,261,250.00, as defined above.

31. Checks Cashed Process: Participating Class Members will receive a check pursuant to this Settlement as set forth under Paragraph 34. If any Participating Class Members do not cash their checks within the 120-day Check Cashing Period, 50% of any amounts associated with those Class Members' uncashed checks will be sent by the Settlement Administrator to the State of Washington with the associated name of the Class Member pursuant to Washington's Unclaimed Property Act (RCW 63.29, *et seq.*) and 50% of any amounts associated with those Class Members' uncashed checks shall revert to Defendant. If any Class Members Opt Out, any portion of the Net Settlement Amount that was allocated to the Class Member who opted-out of the Settlement will be returned to Defendant.

32. Class Counsel's Attorneys' Fees and Costs: Defendant will not oppose Class Counsel's request to the Court for approval of a total for attorneys' fees and costs in an amount that does not exceed 1/3 of Gross Settlement Amount (i.e., \$1,406,212.50), plus up to \$10,000.00 in litigation costs, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their awarded fees and costs.

33. Class Representative Payments: Defendant will not oppose Plaintiffs' application to the Court for Class Representative Payments not to exceed \$15,000.00 to each of the Class Representatives (totaling \$65,000.00), to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue to each of the Class Representatives a Form 1099 with respect to their Class Representative Payments.

34. Distribution to Class Members: Distribution of the Net Settlement Amount shall be made by the Settlement Administrator as follows:

- (a) After deductions of Court approved Class Counsel's attorneys' fees and costs, the Class Representative Payments, and the payment for the services of the

Settlement Administrator, the Net Settlement Amount shall be available to be distributed to the Participating Class Members.

(b) Every Participating Class Member will be entitled to his or her allocated share of the Settlement Proceeds. The calculation is as follows: each Class Member will be eligible to receive an equal share of the Net Settlement Amount. This portion is referred to as each Participating Class Members' "Individual Settlement Payment."

(c) One-hundred percent (100%) of each Individual Settlement Payment will represent alleged penalties and interest and will be reflected on a Form 1099. The 1099s will be prepared by the Settlement Administrator.

35. Settlement Payment Date: Within twenty-one (21) days after the Settlement Effective Date, Defendant shall fund the Settlement. Within twenty-one (21) days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to eligible Participating Class Members; make payment of Court approved attorneys' fees and costs to appropriate counsel; and make payment of the Class Representative Payments approved by the Court.

IV. NOTICE TO THE CLASS MEMBERS

36. Within fourteen (14) calendar days after the Court's entry of its order granting preliminary approval of this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, last known phone numbers, last known email addresses, and Social Security numbers for the Class Members (if available).

37. The Settlement Administrator will use reasonable tracing to verify the accuracy of the phone numbers, email addresses, and mailing addresses before the initial mailing to ensure that the Notice is sent to Class Members at the phone number, email address, and mailing addresses most likely to result in prompt receipt. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing that the Class Member received the Notice. With respect to envelopes returned as undeliverable, the Settlement

Administrator will use reasonable diligence to obtain a current address and re-mail the envelope to such address.

38. Class Counsel shall provide the Court, at least six (6) days prior to the final approval hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the distribution of the Notice.

V. CLASS NOTICE DISSEMINATION PROCESS

39. The Class Notice distributed to Class Members, attached substantially hereto as **Exhibit A**, or as otherwise approved by the Court, shall be sent by the Settlement Administrator to each Class Member by first-class mail within fourteen (14) calendar days after the Settlement Administrator receives the information from Defendant as set forth above in paragraph 36.

40. The Notice will explain that the Class Members who wish to receive their portion of the Settlement do not need to do anything. Each Participating Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement.

41. Class Members who wish to Opt Out must do so by the Response Deadline. A Class Member who has opted-out shall have no standing to object to the Settlement and will not be entitled to be heard at the Final Approval Hearing.

42. Opt-Out Provisions – The Class Notice shall inform Class Members how they may Opt Out of the Settlement. Any Class Member who properly and timely requests to Opt Out will not be entitled to receive an Individual Settlement Payment and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Prior to the Response Deadline, any Class Member who has elected to Opt Out may withdraw that election by notifying the Settlement Administrator in writing that he or she wishes to be a Participating Class Member.

43. Requests for exclusions and objections must be postmarked by the Response Deadline if delivered to the Settlement Administrator by postage pre-paid U.S. first-class mail. If delivered by means other than mail, it must be received by the Settlement Administrator on or

before the Response Deadline. The written objections to the Settlement must be signed by the Class Member. Class Counsel and Defendant's Counsel may mutually agree, but need not, in their respective sole discretion, to accept late-filed objections that are received prior to the Final Approval Hearing Date. Any objection to the Settlement that is (1) not postmarked by the Response Deadline, (2) not received by the Settlement Administrator by the fifth (5th) calendar day after the Response Deadline; (3) not received by other means by the Settlement Administrator by the Response Deadline; or (4) not signed by the Class Member is not considered a valid objection. The Settlement Administrator shall forward any objections received to counsel for all Parties within five (5) days of receipt, and Class Counsel shall file the objections and any responses thereto with the Court prior to the final approval hearing.

44. Class Members who fail to submit a valid and timely request to Opt Out shall be bound by all terms of the Settlement and any Final Order entered in the Action if the Settlement is finally approved by the Court.

45. The Settlement Administrator shall provide updates to Class Counsel and Defendant's counsel every week with (1) the number of undeliverable notices/forms; and (2) the number of any opt-outs and objections. The Settlement Administrator shall provide the opt-outs submitted to Class Counsel and Defendant's counsel.

46. Within fourteen (14) days after the close of business of the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a declaration including a statement of due diligence and proof of distribution of the Class Notice to the Class Members and a statement as to the number of individuals who opted-out and objections received. Class Counsel shall provide this information to the Court within its Motion for Final Approval of Settlement.

47. In calculating the Individual Settlement Payments, the Settlement Administrator shall divide the Net Settlement Amount by 2,223 to determine the Individual Settlement Payment, in performing this calculation, the Settlement Administrator shall assume that the

Court will approve the requested Class Counsel fees and litigation costs, Class Representative Payments, and Settlement Administrator costs. The Class Notice shall advise Class Members that their Individual Settlement Payment is an estimate and that the actual amount payable to each Class Member may be higher or lower depending on various factors, such as the Court's rulings on requests for Class Counsel fees and litigation costs, Class Representative Payments, and Settlement Administrator costs. The Class Notice shall advise Class Members of the tax treatment of Individual Settlement Payments, and that Class Members should seek independent tax advice about the tax consequences of their Individual Settlement Payments.

48. The Settlement Administrator shall be responsible for issuing and mailing the checks for the court-approved Individual Settlement Payments to the Participating Class Members.

49. The Settlement Administrator shall be responsible for distributing the payments pursuant to this Settlement. The Settlement Administrator will submit to Class Counsel for filing with the Court proof of all payments made from the Gross Settlement Amount with the Court and will serve all counsel with a copy of the same, within sixty-three (63) days of the Settlement Effective Date.

VI. RELEASE OF CLAIMS

50. Released Claims by Class Representatives: In consideration of their awarded Class Representative Payments and the other terms and conditions of the Settlement, and understanding that there is a *bona fide* dispute regarding penalties they may be owed, among other things, Plaintiffs irrevocably release and discharge Defendant and all of its affiliated agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint

ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (the “Released Parties”), from all known and unknown claims, promises, causes of action, or similar rights of any type that they presently may have with respect to any of the Released Parties through the date of preliminary approval by the court (“Released Claims”). The Released Claims might arise under many different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as federal and state anti-discrimination statutes, and other laws such as those providing recourse for alleged wrongful discharge, tort, personal injury, emotional distress, fraud, negligence, defamation, and similar or related claims, as well as those related to compensation, pay deductions, tax treatment of earnings, wage disputes of any nature (including those pursuant to the Fair Labor Standards Act), penalties, liquidated damages, punitive damages, attorneys’ fees, benefits, and family and medical leave rights. Plaintiffs’ release includes all claims that were made, or could have been made, against the Released Parties in the Action. This Release does not release any claims that the law does not permit Plaintiffs to release. Plaintiffs agree to promptly pay and to indemnify and hold the Released Parties herein harmless from and against any and all loss, cost, damage or expense, including without limitation, attorneys’ fees, interest, assessments, and penalties, arising out of any dispute over the tax treatment of any of the proceeds received by Plaintiffs as a result of this Release.

51. Released Claims by Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, and recognizing that there is a *bona fide* dispute regarding penalties they may owe, among other things, each Participating Class Member (including the named Class Representatives) will irrevocably release and discharge the Released Parties from all claims during the Class Period in the Complaint asserted against Defendant, including claims for violations of RCW 49.58.110, and claims for penalties, actual or statutory damages, and interest under RCW 49.58.060 and 49.58.070, as well

as attorneys' fees and costs, and any claims under any state, federal, or local law arising from the claims in the Complaint based on the same factual predicates as alleged therein, to the fullest extent permitted by law. This Release does not release any claims that the law does not permit each Participating Class Member to release. Each Participating Class Member is responsible for appropriately reporting the proceeds received from this Settlement on his/her taxes and agrees to hold the Released Parties harmless with respect to any dispute arising from or related to such reporting.

52. Additional Attorneys' Fees Released by Class Counsel: In consideration for their Court-approved attorneys' fees and expenses, Class Counsel waives any and all claims to any further attorneys' fees or costs in connection with the Action.

VII. CONFIDENTIALITY

53. Plaintiffs and Class Counsel agree that prior to preliminary approval of the Settlement, they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the Action, or the fact, amount, or terms of the Settlement.

54. Plaintiffs and Class Counsel agree that prior to preliminary approval of the Settlement, they will not engage in any advertising or distribute any marketing materials relating to the Settlement that identifies Defendant, including but not limited to any postings on any websites maintained by Class Counsel. Class Counsel shall be permitted to refer to the Settlement in connection with submitting declarations concerning adequacy in other cases by identifying the case name and case number, providing a general description of the case and resolution, and to confirm the fact that they were approved as Class Counsel.

55. After preliminary approval, Plaintiffs and Class Counsel agree not to engage in any advertising or distribute any marketing materials relating to the Settlement that identifies Defendant, including but not limited to any postings on any websites maintained by Class Counsel. Any communication about the Settlement to Class Members by Class Counsel or

Plaintiffs prior to preliminary approval of the Settlement will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved Notice.

56. Nothing in this section prohibits Plaintiffs or any other current or former employee of Defendant from disclosing or discussing conduct, as defined by RCW 49.44.211, that they reasonably believe, under federal, state, or common law, constitutes a violation of a clear mandate of public policy, discrimination, harassment, retaliation, or a wage or hour infraction.

57. Defendant shall have the right to rescind this Settlement, rendering it null and void, if Plaintiffs or Class Counsel violate the obligations in this Section VII.

VIII. NO EFFECT ON OTHER BENEFITS

58. The Parties agree that the calculations made regarding the Settlement amounts and the pro-ration of the same among the Class Members, are for purposes of this Settlement only, and do not give rise to any other rights under any benefit plans or otherwise.

59. Payments under this Settlement shall not be considered compensation under any of Defendant's employee benefit plans.

IX. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

60. Cooperation: The Parties and their counsel agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice. The Parties further agree that neither they nor their counsel will solicit or otherwise encourage Class Members to object to or Opt Out of the Settlement.

61. Fair, Reasonable and Adequate Settlement: The Parties agree that the Settlement is fair, reasonable, and adequate, and will so represent to the Court.

62. Unopposed Motion for Preliminary Approval of Settlement: Class Counsel will move the Court for an Order Granting Preliminary Approval of the Settlement and Notice substantially in the following form, which Defendant shall not oppose:

(a) Setting a date for a final approval hearing on the question whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Class;

(b) Approving as to form, content, and distribution of the proposed Notice;

(c) Directing the distribution of the Notice to the Class Members;

(d) Preliminarily approving the Settlement;

(e) Preliminarily certifying a class consisting of Plaintiffs and Class Members for purposes of Settlement only;

(f) Approving Brian Denlinger, Craig Ackermann, and Avi Kreitenberg as Class Counsel; and

(g) Approving the settlement administrator agreed to by the Parties as the Parties' mutually agreed upon Settlement Administrator.

X. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

63. Following final approval of the Settlement by the Court, Class Counsel will submit a proposed Final Order substantially in the following form:

(a) Certifying a Class consisting of Plaintiffs and Participating Class Members for purposes of settlement only;

(b) Approving the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(c) Approving the Class Representative Payments to the Named Plaintiffs;

(d) Approving the payment of attorneys' fees and expenses to Class Counsel;

(e) Dismissing the Action on the merits and with prejudice and permanently barring all Participating Class Members and Plaintiffs from prosecuting the Released Claims, as set forth above.

XI. PARTIES' AUTHORITY

64. The respective signatories to the Settlement represent that they are fully authorized

to enter into this Settlement and bind the respective Parties to its terms and conditions.

XII. MUTUAL FULL COOPERATION

65. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendant and its counsel, take all steps necessary to secure the Court's Final Order Approving the Settlement.

XIII. NO PRIOR ASSIGNMENTS

66. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement.

XIV. NO ADMISSION

67. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies any such liability. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

68. This Settlement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

XV. ENFORCEMENT ACTIONS

69. In the event that one or more of the Parties institutes any legal action against any other party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the prevailing party or Parties shall be entitled to recover from

the non-prevailing party or Parties reasonable attorneys' fees and costs, including expert witness fees and costs incurred in connection with any enforcement actions.

XVI. NOTICES

70. Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth (5th) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class:

Brian Denlinger, Esq.
Craig Ackermann, Esq.
Avi Kreitenberg, Esq.
Ackermann & Tilajef, P.C.
2602 North Proctor Street, #205
Tacoma, Washington 98406

To Defendant:

Adam C. Smedstad, Esq.
Scopelitis, Garvin, Light, Hanson & Feary, P.C.
5470 Shilshole Avenue NW, Suite 520
Seattle, Washington 98107

XVII. VOIDING THE AGREEMENT

71. If this Settlement is not approved, or if the Court's Final Order is materially modified on appeal, then this Settlement will become null and void, no payment under this Settlement will be made, and the Agreement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum, nor shall there be any certification of the Class, as it is being requested here solely for the purposes of this Settlement. If there is any reduction in the attorneys' fee and cost award and/or the Class Representative Payments, as requested, such reduction may be appealed as set forth below but is not a basis for rendering the Settlement voidable and unenforceable.

XVIII. CONSTRUCTION

72. The Parties agree that the terms and conditions of this Settlement are the result of

intensive arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement.

XIX. CAPTIONS AND INTERPRETATIONS

73. Paragraph titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

XX. MODIFICATION

74. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

XXI. INTEGRATION CLAUSE

75. This Settlement contains the entire agreement between the Parties, and, once it is fully executed, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

XXII. BINDING ON ASSIGNS

76. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIII. CLASS COUNSEL SIGNATORIES

77. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the release. Excepting only the Class Members who submit a timely and valid Opt Out, the Notice shall have the same force and effect as if this Settlement were executed by Plaintiffs and each Class Member with regard to the Release of Claims recited in Section VI, paragraphs 50 (Plaintiffs) and 51 (Class Members).

XXIV. COUNTERPARTS

78. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, either by original signature, facsimile signature, or electronic Docu-Sign signature, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

XXV. RIGHT OF APPEAL

79. The Parties agree to waive all appeals from the Court's Final Order Approving this Settlement, unless the Court materially modifies the Settlement; provided, however, that Plaintiffs may appeal any reduction in the requested amount of attorneys' fees and/or costs, or Class Representative Payments.

XXVI. CLASS CERTIFICATION

80. The Parties agree that the stipulation of class certification is for the purposes of this Settlement only and if for any reason the Settlement is not approved, the Settlement will be of no force or effect, the class will not be certified, and no payment will be made. The Parties agree that certification for settlement purposes is in no way an admission that class certification is proper and that evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding.

XXVII. RIGHT OF REVOCATION

81. In the event that more than 5% of the Class Members Opt Out of the Settlement (i.e., 112 or more Class Members, since the class size is approximately 2,223), Defendant has the right to void the Settlement. The Settlement Administrator will notify Defendant of the total number of opt-outs within 14 days after the Response Deadline for the submission of Opt Outs. Defendant shall have 7 days thereafter to notify the Settlement Administrator and Class Counsel of its election to void the Settlement, after which the election shall be waived. In the event that the Class contains 5% more Class Members, as of the hearing on Plaintiffs' Motion for

Preliminary Approval, than the 2,223 of which Class Counsel were informed prior to execution of this Agreement (i.e., 2,335 or more total Class Members), then Plaintiffs will have the right to void this Agreement unless Defendant agrees to proportionately increase the Settlement Payment to account for all Class Members beyond 2,223.

XXVIII. NO-RETALIATION

82. Defendant agrees that it will not engage in discrimination or retaliation of any kind against the Class Representative as a result of filing this action, or for giving testimony, assistance, or participating in any manner in an investigation, proceeding, or hearing pursuant to this action, or any Class Member for choosing to participate or not participate in this Settlement.

SIGNATURE BLOCKS ON NEXT PAGE

COUNSEL AND THE PARTIES

DATED:

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, P.C.

By: Adam Smedstad
ADAM SMEDSTAD, ESQ.
Attorneys for Defendant

DATED: 5/30/2024 | 3:15 PM PDT

ACKERMANN & TILAJEF, P.C.

DocuSigned by:
By: Avi Kreitenberg
FE2E074023624E5
BRIAN DENLINGER, ESQ.
CRAIG ACKERMANN, ESQ.
AVI KREITENBERG, ESQ.
Attorneys for Plaintiffs


DATED: 5/30/2024 | 5:21 PM PDT By: 
5AC7C13E5E774A1
WILLIAM C. HALEY, JR.
PLAINTIFF

DATED: 5/30/2024 | 3:53 PM PDT By: 
EC74935344F9425
CHANEL PIERRE
PLAINTIFF

DATED: 5/30/2024 | 4:08 PM PDT By: 
51788E0D2E37417
ANTHONY ROGERS
PLAINTIFF

DATED: 5/30/2024 | 5:13 PM PDT By: 
9838186B1AD1460
JOSHUA MCCLELLAND
PLAINTIFF

DATED: 5/30/2024 | 7:11 PM EDT By: 
50362C1390E14CE
MALIK WALLCE
PLAINTIFF

DATED: By: 
J. B. HUNT TRANSPORT, INC.
DEFENDANT
By: Eric McConnell
Its: VP Risk Mgmt.