

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs BNVS Transport LLC and Mein & Meen Trucking, Inc. (“Plaintiffs”), individually and on behalf of the Class, and Defendant C&K Trucking, LLC (“Defendant”) in the case of *BNVS Transport LLC and Mein & Meen Trucking, Inc., individually and on behalf of all others similarly situated, Plaintiffs, v. C&K Trucking, LLC*, Case No. 1:20-CV-04305, currently pending in the United States District Court, Northern District of Illinois, Eastern Division. This Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the lawsuit alleging violations of the Truth in Leasing Act, 49 U.S.C. § 14704(a)(2) and Illinois common law of contract and fraud against Defendant captioned as BNVS Transport LLC and Mein & Meen Trucking, Inc., individually and on behalf of all others similarly situated, Plaintiffs, v. C&K Trucking, LLC, Defendant, Case No. 1:20-CV-04305, initiated on or about July 22, 2020, and pending in the United States District Court, Northern District of Illinois, Eastern Division.
- 1.2. “Administrator” means JND Settlement Administration, the neutral entity the Parties have agreed to request that the Court appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s estimate submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all current or former owner-operators based in Illinois who signed one of Defendant C&K Trucking LLC’s standardized Independent Contractor Agreements and provided services pursuant to that agreement(s) at any time from July 22, 2010, to July 29, 2022.
- 1.5. “Class Counsel” means Stacey B. Vucko of Vucko Law LLP and Joshua Konecky and Sarah McCracken of Schneider Wallace Cottrell Konecky LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, last known telephone number(s), last known email address(es); EIN, number of Settlement Workweeks, and number of Adjusted Settlement Workweeks, as defined below.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

- 1.9. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. "Class Period" means the period from July 22, 2010 to July 29, 2022.
- 1.12. "Illinois Class Period" means the period from July 22, 2010 to July 29, 2022.
- 1.13. "TILA Class Period" means the period from July 22, 2016 to July 29, 2022.
- 1.14. "Class Release" means all claims that were pleaded or could have been pleaded based on the facts alleged in Plaintiffs' original Complaint and/or First Amended Complaint filed in this action, including but not limited to any claims related to compensation or deductions, which accrued during the Class Period.
- 1.15. "Class Representatives" means Valinda Stephens and Bernard Shurn, the owner-operators of Plaintiff BNVS Transport LLC, and Damien Muhammad, the owner-operator of Plaintiff Mein & Meen, Inc.
- 1.16. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.17. "Court" means the United States District Court for the Northern District of Illinois, Eastern Division.
- 1.18. "Defendant" means C&K Trucking, LLC.
- 1.19. "Defense Counsel" means Charles Andrewsavage and James Eckhart of Scopelitis, Garvin, Light, Hanson & Feary P.C.
- 1.20. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. If no Participating Class Member objects to the Settlement or if any objection is withdrawn before the Court enters Judgment, then the Judgment is final as of the day the Court enters Judgment. If one or more Participating Class Members object to the Settlement, the Judgment is final as of the latest of the following occurrences: (a) if no timely appeal is filed, the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appeal is dismissed or withdrawn, or the Judgment is affirmed.

- 1.21. "Final Approval" means the Court's Order Granting Final Approval of the Settlement.
- 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.23. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.24. "Gross Settlement Amount" means Three Million Three Hundred and Fifty Thousand Dollars (\$3,350,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Member Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.
- 1.25. "Individual Class Member Payment" means the Participating Class Member's share of the Net Settlement Amount calculated according to the distribution formula provided in Paragraph 3.2.4 below.
- 1.26. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Reserve Fund.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion in accordance with the provisions of Paragraph 8.4 below and the Class Notice.
- 1.29. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.30. "Plaintiffs" mean BNVS Transport LLC and Mein & Meen Trucking, Inc., the Named Plaintiffs in the Action.
- 1.31. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.32. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.33. "Released Class Claims" means the claims being released in the Class Release, as described in Paragraph 6.2 below.
- 1.34. "Released Parties" means: Defendant C&K Trucking, LLC, and its parents, subsidiaries, affiliates, successors and assigns, each now existing or hereafter created or acquired either

directly or indirectly through a wholly or partially owned corporation, and each of their agents, servants, employees, directors, officers, and insurers, and each of its former and present directors, officers, shareholders, owners, insurers, predecessors, successors, and assigns.

- 1.35. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.36. “Reserve Fund” means the sum of Fifty Thousand Dollars (\$50,000.00), which shall be allocated from the Maximum Settlement Amount and set aside during the 180-day cash checking period to make Individual Class Member Payments to Class Members, if any, who were not identified in Defendants’ records or otherwise before the Effective Date.
- 1.37. “Residue” refers to the unclaimed funds of the Net Settlement Sum and Reserve Fund allocated to the Class if fewer than all members of the Class cash the checks for their Individual Class Member Payments sent to them.
- 1.38. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members. It shall be the last date on which Class Members may: (a) postmark any Request for Exclusion from the Settlement for the Request to be timely and valid, (b) postmark any objection to the Settlement for such objection to be timely and valid, and (c) postmark any dispute as to the Class Data pertaining to the calculation of an Individual Class Member Payment for the dispute to be timely and valid. The Response Deadline for Class Members to whom the Class Notice is remailed after having been returned as undeliverable to the Administrator shall be seventy (70) calendar days after the Administrator’s initial mailing of the Notice to Class Members, or fourteen (14) days after the re-mailing, whichever is later.
- 1.39. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.40. “Settlement Workweek” means each Workweek during which each Class Member earned one or more Settlement Statements based on the performance of services for Defendant C&K using one or more of the vehicles registered with that Class Member.
- 1.41. “Adjusted Settlement Workweek” means the value of a Settlement Workweek after applying the 2x multiplier associated with Workweeks occurring during the TILA Class Period, as set forth in Section 3.2.4 below.
- 1.42. “Workweek” means any week during which a Class Member performed services for Defendant C&K Trucking, LLC for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On July 22, 2020, Class Representatives Valinda Stephens, Bernard Shurn, and Damien Muhammad commenced this Action by filing a complaint in the United States District Court, Northern District of Illinois, Eastern Division, alleging causes of action against

Defendant C&K Trucking LLC for alleged violations of the Truth in Leasing Act (“TILA”), 49 U.S.C. § 14704(a)(2), and Illinois common law of contract and fraud. On October 5, 2020, Plaintiffs filed a First Amended Complaint alleging the same causes of action based on the same factual allegations, but substituting their companies (BNVS Transport LLC and Mein & Meen Trucking, Inc.) as the Named Plaintiffs. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant C&K Trucking LLC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

- 2.2. On October 26, 2020, Defendant brought a motion to dismiss the First Amended Complaint. Plaintiffs filed an opposition to the motion on November 24, 2020, and Defendant filed a reply brief on December 7, 2020. On May 15, 2021, the Court issued a written order denying the motion, and Defendant filed its Answer to the First Amended Complaint on June 4, 2021.
- 2.3. Thereafter, the parties propounded and responded to requests for production of documents and interrogatories. Defendant searched for and produced over 20,000 pages of documents, while Plaintiffs searched for and produced approximately 1,000 pages of documents. The parties also provided substantive answers (in addition to objections) to the interrogatories served on each other.
- 2.4. On January 12, 2022, Plaintiffs took the deposition of Defendant’s President and CEO, Sean McShane, who appeared as a designee witness pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure. Defendant took the deposition of Valinda Stephens in her individual capacity and as a Rule 30(b)(6) designee witness of BNVS Transport LLC on February 11, 2022, the deposition of Bernard Shurn on February 24, 2022, and the deposition of Damien Muhammad in his individual capacity and as a Rule 30(b)(6) designee witness of Plaintiff Mein & Meen, Inc., on March 22, 2022.
- 2.5. On May 20, 2022, Plaintiffs filed their motion for class certification, which was supported by excerpts from the foregoing depositions, documents and interrogatory responses, declarations from putative class members, and a memorandum of points and authorities.
- 2.6. After the foregoing discovery and depositions, and the filing of Plaintiff’s motion for class certification, the parties and their counsel of record engaged in extensive, arms-length negotiations facilitated by Professor Lynn Cohn, Director of the Center on Negotiation and Mediation at Northwestern Law School (the Mediator). The negotiations were informed by documents, interrogatory responses, and depositions provided by both sides, as well as exchange of mediation data and information (including revenue and settlement data produced by Defendant for the time period through May 16, 2021), the exchange of mediation briefs and argument with substantive legal and factual analysis, two mediation sessions conducted by Zoom on June 27, 2022 and July 29, 2022, and discussions between the parties, experts and their counsel between the

mediation sessions. Both mediation sessions were attended by representatives of the parties, including Sean McShane, President and CEO of Defendant C&K Trucking, LLC, Valinda Stephens and Bernard Shurn, owner-operators of Plaintiff BNVS Transport LLC, and Damien Muhammad, owner-operator of Plaintiff Mein & Meen, Inc. With the assistance of Mediator Cohn, the parties reached an agreement on the material terms of a class action settlement contained herein and to be presented to the District Court for approval.

- 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant shall pay Three Million Three Hundred and Fifty Thousand Dollars (\$3,350,000.00). Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount:

- 3.2.1. To Class Representatives: Service Payment to Class Representatives Valinda Stephens, Bernard Shurn, and Damien Muhammad of not more than Twenty Thousand Dollars (\$20,000.00) each, for a total of not more than Sixty Thousand Dollars (\$60,000.00), in addition to any Individual Class Member Payment the Class Representatives are entitled to receive as Participating Class Members. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Class Representative Service Payments.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Million One Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars (\$1,116,666.00) and a Class Counsel Litigation Expenses Payment of not more than Fifty-Thousand Dollars (\$50,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment in accordance with Fed. R. Civ. P. 23(h) and Order of the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator

will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment of \$54,309.00, as may be adjusted and approved by the Court at final approval. To the extent the Administration Expenses are less or the Court approves payment less than \$54,309.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: The Administrator will determine the Individual Class Member Payments according to the following distribution formula:

- (a) First, the Administrator will determine, for each Participating Class Member, the total number of weeks in the Class Period during which Defendant issued that Participating Class Member one or more Settlement Statements based on the performance of services for Defendant C&K using one or more of the vehicles registered with that Class Member. This figure will be known as a Settlement Workweek;
- (b) Second, the Administrator will count each Settlement Workweek within the TILA Class Period as two Adjusted Settlement Workweeks; whereas each Settlement Statement Workweek occurring within the Class Period, but before the TILA Class Period, will count as one Adjusted Settlement Workweek;
- (c) Third, the Administrator will aggregate all the Adjusted Settlement Workweeks for all the Participating Class Members to arrive at the Total Adjusted Settlement Workweeks for the entire Settlement Class;
- (d) Fourth, the Administrator will calculate each Participating Class Member's Settlement Ratio by dividing the number of Adjusted Settlement Workweeks belonging to that Participating Class Member by the Total Adjusted Settlement Workweeks for the entire Settlement Class; and
- (e) Fifth, the Administrator will calculate each Participating Class Member's Individual Class Member Payment by multiplying that Participating Class Member's Settlement Ratio by the Net Settlement Amount.

- 3.2.4.1. Tax Allocation of Individual Class Member Payments. Each Participating Class Member's Individual Class Member Payment will be reported on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Members and Settlement Workweeks. Based on a review of its records to date, Defendant estimates there are 1,010 Class Members and 100,617 Settlement Workweeks.
- 4.2. Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator may also share Class Data with Class Counsel to the extent necessary for Class Counsel to fulfill their duties to the Class, in which case Class Counsel also agree to use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to those who need access to the Class Data to fulfill their duties to the Class. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Class Counsel agrees that it will destroy, and will instruct the administrator to destroy, all Class Data within thirty (30) days after all payments from the Net Settlement Fund and Reserve Fund called for in this Settlement are completed. Upon request by Defendant's Counsel, Class Counsel will also inform Defense Counsel when it has destroyed the Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than seven (7) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Member Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1. The Administrator will issue checks for the Individual Class Member Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator

will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct at least one Class Member Address Search (skip trace) for any Class Member whose check is returned undelivered without USPS forwarding address. Within seven days of receiving a returned check, the Administrator must re-mail checks to any USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. If, after the mailing of the Individual Class Member Payments described in Paragraph 4.4.1, but before expiration of the 180-day check cashing period, a current or former owner operator of Defendant who was not identified in the Class Data provided to the Administrator, contacts the Parties, Class Counsel, Defendants' Counsel and/or the Administrator with a claim or inquiry that they may be a Class Member (or is otherwise identified by one of the Parties, Class Counsel, Defendants' Counsel and/or the Administration as a potential Class Member), then whoever receives this information shall immediately notify Counsel for the Parties and the Administrator, and provide the name, contact information, time period of work for Defendant (even if an estimate), and any other relevant documents or information that the potential Class Member shares and consents to being provided to the Administrator and Counsel. The Administrator shall then ascertain, in consultation with Class Counsel and Defense Counsel, whether the owner operator is in fact a Class Member who may be entitled to an Individual Class Member Payment. If the Administrator concludes that the owner operator is a Class Member, the Administrator shall calculate an Individual Class Member Payment for the newly identified Class Member using the same formula for Participating Class Members contained in Paragraph 3.2.4, above, such that the additional Class Member payment would be equal to what the payment would have been calculated to be had the Class Member(s) and their respective Settlement Workweeks been identified before the Effective Date. In both the determination of whether the newly identified owner operator is a Class Member as well as the calculation of any Individual Class Member Payment for such newly identified Class Member, the Administrator shall consider Defendants' records and any records provided by the owner operator. To the extent there is uncertainty as to the dates and quantity of Settlement Workweeks, the Administrator may also consider reasonable estimations of the owner operator. The Administrator's determinations shall be binding on the Parties.

4.4.4. If after 180 calendar days of mailing, the checks cashed by Participating Class Members total less than 100% of the Net Settlement Sum and/or if there is

money remaining in the Reserve Fund, the Settlement Administrator shall issue a check of the unpaid residue or unclaimed or abandoned Class Members' funds to the *cy pres* beneficiary selected by the Parties: Misericordia. Participating Class Members who do not timely cash their Individual Settlement Payments and whose checks are cancelled shall nevertheless be bound by all of the terms of the Settlement, including without limitation, the Class Release set forth herein. Notwithstanding the above, if there is more than \$50,000.00 in aggregate remaining in the Net Settlement Fund and Reserve Fund after the 180-day check cashing period, Plaintiffs may elect to have the residual used for a second distribution to those Participating Class Members who cashed their original checks within the 180-period. This second distribution, if any, would be made within thirty days (30) days after the close of the 180-day period and the additional payments to the Participating Class Members would be calculated on a pro-rata basis, such that the payments sent in the second distribution would be in the same proportion to one another as the original Individual Class Member Payments were among those same Participating Class Members. The fees and costs of the Settlement Administrator in performing this second distribution would come out of the Settlement Fund such that a second distribution would not result in additional costs to Defendant. If there is a second distribution, then any residual remaining after said distribution would be donated to the agreed-upon *cy pres* beneficiary.

4.4.5. The payment of Individual Class Member Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the Class Representatives and Class Members will release claims against all Released Parties as follows:

6.1 Class Representative Releases. In addition to releasing all claims covered by the Class Release, Class Representatives Valinda Stephens, Bernard Shaw and Damien Muhammad, in their individual capacities and as owner/operators of BNVS Transport, LLC, and Mein & Meen, Inc., and on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any other claims, transactions, or occurrences that occurred up until the date of their signing of this Agreement, except that this Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Class Representatives acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that their Release shall be and remain effective in all respects, notwithstanding such different or additional facts or discovery of them.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents,

attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were pleaded or could have been pleaded based on the facts alleged in Plaintiffs' original Complaint and/or First Amended Complaint filed in this action, including but not limited to any claims related to compensation or deductions, which accrued during the Class Period ("Class Release").

7. MOTION FOR PRELIMINARY APPROVAL.

- 7.1 Plaintiff's Responsibilities. Plaintiff will prepare the documents necessary for obtaining Preliminary Approval. Plaintiffs' counsel will circulate a draft of the motion and memorandum in support of the motion for preliminary approval to Defense Counsel reasonably before the filing such that Defense Counsel may review and comment on the motion papers before they are filed.
- 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than September 28, 2022; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or video conference, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected JND Legal Administration to serve as the Administrator and verified that, as a condition of appointment, JND Legal Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements and Ediscovery/document hosting.
- 8.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.3 Notice to Class Members.

- 8.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Settlement Workweeks in the Class Data.
- 8.3.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Each Class Notice shall be tailored to prominently estimate the dollar amount of the Individual Class Member Payment payable to the Class Member, the number of Settlement Workweeks and Adjusted Settlement Workweeks belonging to the Class Member, and the formula for calculating his or her Individual Class Member Payment. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.3.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct at least one Class Member Address Search (skip trace), and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.3.4 The deadlines for Class Members’ written objections, Challenges to Settlement Workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.3.5 If the Administrator, the Parties, Defense Counsel, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later. If the Parties disagree, the Administrator will have the authority to resolve the dispute and the Administrator’s determination will be binding, subject to any final review of the Court. If the Administrator determines that any persons are Class Members, such

persons will be entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.4 Requests for Exclusion (Opt-Outs).

8.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by mail a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement. To be timely and valid, a Request for Exclusion must (a) be written; (b) be signed by the Class Member requesting exclusion; (c) identify the name of the Class Member requesting exclusion; (d) identify the Action; (e) state that the Class Member has reviewed the Class Notice regarding the settlement of the Action and the consequences of requesting exclusion from it, and wishes to be excluded from the settlement; (f) be mailed to the Settlement Administrator at the address provided in the Class Notice; and (g) be postmarked on or before the Response Deadline.

8.4.2 If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fourteen (14) calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

8.4.3 If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.4.4 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Class Release.

8.4.5 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Member Payment or have the right to object to the class action components of the Settlement.

8.5 Disputes to Settlement Workweek Data and Individual Class Member Calculations.

Class Members may dispute the number of Settlement Workweeks, Adjusted Settlement Statement Workweeks and/or Individual Class Member Payment calculation for the Class Member as shown in his or her Class Notice. For a dispute to be timely submitted, it must be mailed to the Administrator at the address provided in the Class Notice and postmarked on or before the Response Deadline. The Class Notice will advise Class Members that any dispute should explain the basis of the dispute, state the number of Settlement Workweeks, Adjusted Settlement Workweeks and/or calculation that the Class Member believes is correct, and attach any documentation reasonably available to support the Class Member's dispute. The Settlement Administrator will in turn provide any such submissions by Class Members to the Parties. The Parties will meet and confer to determine whether adjustments to the Class Member's Individual Class Member Payment is warranted. If the Parties are unable to reach an agreement as to a dispute, the Court will decide the outstanding issue. The Court's determination of the eligibility for and amount of any Individual Class Member Payment will be binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud, manipulation, negligence, or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

8.6 Objections to Settlement.

- 8.6.1 Only Participating Class Members may object to this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payments.
- 8.6.2 For an Objection to be valid, it must (a) be written; (b) be signed by the Participating Class Member making the objection; (c) identify the name of the Participating Class Member making the objection; (d) identify the Action; (e) be mailed to the Settlement Administrator at the address provided in the Class Notice; and (f) be postmarked on or before the Response Deadline. The Class Notice will also advise that any Objection should explain the reason for the objection, provide any facts that support the objection, and provide the most recent mailing address, telephone number and/or other contact information of the Participating Class Member. The Settlement Administrator will forward copies of all written Objections to both Class Counsel and Counsel for Defendant within three (3) calendar days of receipt. The postmark date will be deemed the exclusive means for determining whether a written Objection is timely.
- 8.6.3 At the Court's discretion, any Participating Class Member may also object by appearing at the Final Approval Hearing, regardless of whether such Participating Class Member submits a written Objection.
- 8.6.4 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or oral objections to the Settlement

Agreement or appeal from the Final Approval and Judgment thereon. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. The Settlement Administrator shall provide Class Counsel with a declaration that attaches and authenticates all Objections received, which declaration Class Counsel shall file with the Court concurrently with the motion seeking final approval of the Settlement.

8.6.5 Non-Participating Class Members have no right to object to the Settlement.

8.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members. This will include the date, time and location for the Final Approval Hearing. It also will include copies of the Settlement Agreement, Class Notice, First Amended Complaint, Answer and Affirmative Defenses to the First Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, Motion for Final Approval, Motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Motion for Class Representative Service Payment, and any Final Approval and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) court days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.7.3 Objections. The Administrator will promptly review on a rolling basis any objections to the Settlement to ascertain their validity. Not later than five (5) court days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid objections; (b) the names and other identifying information of Class Members who have submitted invalid objections; and (c) copies of all objections to the Settlement submitted (whether valid or invalid).

8.7.4 Disputes concerning Workweeks and Individual Class Member Payment Calculations. Not later than five (5) court days after the Response Deadline,

the Administrator shall email a list to Class Counsel and Defense Counsel containing any Class Member disputes concerning the number of Settlement Workweeks, Adjusted Settlement Workweeks and/or Individual Class Member Payment calculations; (b) the status of each such dispute, including whether it has been resolved and, if so, how; and (c) the names and other identifying information of Class Members who submitted any such disputes.

8.7.5 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, disputes received and/or resolved, and checks mailed for Individual Class Member Payments. (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.7.6 Administrator’s Declaration. Not later than five (5) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the total number of written objections, the total number of disputes, and attach the Exclusion List and any written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.7.7 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

9. **CLASS SIZE ESTIMATES** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 1,010 Class Members and 100,617 Total Settlement Workweeks during the Class Period. If this number increases by more than five percent (5%) during the course of settlement approval and/or implementation process, the parties will meet and confer in good faith to determine whether and/or the extent to which the Gross Settlement Amount should be increased. Similarly, Defendant warrants that it

provided Class Counsel with all data in its possession showing settlement payments made to Class Members and corresponding revenue received by C&K for loads or assignments pertaining to Class Members from July 22, 2010 to May 21, 2021. If additional settlement and/or revenue data pertaining Class Member loads or assignments during this time period are located during the course of settlement approval and/or settlement implementation process, the parties will meet and confer in good faith to determine whether and/or the extent to which the Gross Settlement Amount should be increased.

- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10 individuals, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 11. AGREEMENT THAT WAIVER IN ICOA DOES NOT APPLY.** The parties agree that no Class Member will be deemed to have waived any right to participate in this Settlement by virtue of signing any agreement, including any Independent Contractor Operating Agreement promulgated by Defendant, that purports to waive the owner operator’s right to participate in a class action. For example, the Waiver at Paragraph 28.2 of Defendant’s current Independent Contractor Operating Agreement shall not preclude in any way any Class Member’s right to receive an Individual Class Member Payment or otherwise participate in this Settlement. The Settlement Notice sent to Class Members regarding this Settlement shall contain a clear statement to this effect. If a potential Class Member submits a Request for Exclusion that states or suggests that the Request is being submitted because of a concern that the Class Member had previously waived his or her right to participate, the Administrator shall promptly contact the Class Member to inform him or her that the waiver does not apply and that he or she can participate in the action and receive an Individual Class Member Payment. Nothing in this section should be read as precluding or affecting Defendant’s ability to enforce Paragraph 28.2 of the ICOA (or any of its other contractual rights) in any other litigation or dispute. Nothing in this section should be read as an endorsement, agreement or concession by Plaintiffs, either directly or indirectly, that Paragraph 29.2 of the ICOA (or any other contractual provision) is valid and/or enforceable in any other litigation or dispute. Defendant expressly reserves whatever right it may have absent this Settlement to enforce Paragraph 28.2 of Defendant’s current Independent Contractor Operating Agreement in any subsequent litigation brought by a Class Member or in any other litigation brought by any individual who is not a Class Member, whereas Plaintiffs on behalf of the Class expressly reserve whatever right they may have absent this Settlement to object and/or oppose such enforcement.
- 12. MOTION FOR FINAL APPROVAL.** Not later than the deadline set by the Court (or if not specific deadline is set, the default date set by the Local Rules based on the final approval hearing date), Plaintiffs will file in Court, a motion for final approval of the

Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel reasonably before the filing for Defendant to have a reasonable opportunity to review them before the filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or videoconference, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

12.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

12.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment or Dismissal, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the

appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel, or the particular Workweek distribution formula for calculating Individual Class Member Payments, shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 13. AMENDED JUDGMENT.** If any amended judgment is required, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

14. ADDITIONAL PROVISIONS.

14.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, any order concerning class certification for purposes of this Settlement will be vacated and Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in

accordance with Class Counsel's ethical obligations owed to Class Members, nor does it restrict the Parties' communications with the Administrator in connection with preparing for and undertaking settlement administration activities.

14.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

14.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

14.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

14.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

14.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

14.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

14.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except that non-material changes may be effectuated by counsel, if approved by the Court.

- 14.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to federal law in the Seventh Circuit and the internal laws of the state of Illinois, without regard to conflict of law principles.
- 14.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 14.14 Non-Disparagement. The Parties agree that from this time forward they will refrain from making any defamatory, derogatory, or disparaging statements about the other, or any person associated with or representing the other. The Parties further agree that from this time forward they will not make or repeat any allegation of illegal, immoral, unethical, or improper conduct about the other, occurring or allegedly occurring through the date of Judgment, unless ordered to do so by a court of competent jurisdiction or otherwise required by law.
- 14.15 Use and Return of Class Data. Information provided to Class Counsel and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 14.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 14.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 14.18 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Joshua Konecky
Sarah McCracken
Schneider Wallace Cottrell Konecky LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
jkonecky@schneiderwallace.com
smccracken@schneiderwallace.com

Stacey Vucko
VUCKO LAW LLP
2208 Midwest Road, Suite 104
Oak Brook, IL 60523
svucko@vuckolaw.com

To Defendant C&K Trucking, LLC:

Charles Andrewsavage
James Eckhart
SCOPELITIS, GARVIN, LIGHT, HANSON
& FEARY, P.C.
30 West Monroe Street, Suite 1600
Chicago, IL 60603
Telephone: (312) 255-7200
candrewsavage@scopelitis.com
jeckhart@scopelitis.com

14.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

14.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

IT IS HEREBY AGREED.

DATED: September __, 2022

Sean McShane, President C&K Trucking, Inc.

DATED: September __, 2022

09 / 27 / 2022



Valinda Stephens, BNVS Transport LLC.

DATED: September __, 2022

09 / 27 / 2022



Bernard Shurn, BNVS Transport LLC.

DATED: September __, 2022

09 / 28 / 2022



Damien Muhammad, Mein & Meen, Inc.

TITLE	BNVS et al v. C&K Trucking Settlement Agreement for...
FILE NAME	BNVS et al v C&K_...and signature.pdf
DOCUMENT ID	2c10640c49d83e368d985a4da957bd4d47a6b610
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 27 / 2022

14:21:47 UTC-7

Sent for signature to Valinda Stephens (b[REDACTED]t@yahoo.com), Bernard Shurn (b[REDACTED]9@gmail.com) and Damien Muhammad (m[REDACTED]n@gmail.com) from mail@schneiderwallace.com
IP: 72.18.247.90



VIEWED

09 / 27 / 2022

14:59:55 UTC-7

Viewed by Bernard Shurn (b[REDACTED]9@gmail.com)
IP: 172.58.162.118



VIEWED

09 / 27 / 2022

15:08:18 UTC-7

Viewed by Valinda Stephens (b[REDACTED]t@yahoo.com)
IP: 172.58.142.211



SIGNED

09 / 27 / 2022

15:43:58 UTC-7

Signed by Bernard Shurn (b[REDACTED]9@gmail.com)
IP: 172.58.162.178



SIGNED

09 / 27 / 2022

15:44:54 UTC-7

Signed by Valinda Stephens (b[REDACTED]t@yahoo.com)
IP: 172.58.142.211

TITLE	BNVS et al v. C&K Trucking Settlement Agreement for...
FILE NAME	BNVS et al v C&K_...and signature.pdf
DOCUMENT ID	2c10640c49d83e368d985a4da957bd4d47a6b610
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



09 / 27 / 2022
17:11:59 UTC-7

Viewed by Damien Muhammad (m[REDACTED]n@gmail.com)
IP: 172.56.249.47



09 / 28 / 2022
15:42:21 UTC-7

Signed by Damien Muhammad (m[REDACTED]n@gmail.com)
IP: 172.58.137.61



09 / 28 / 2022
15:42:21 UTC-7

The document has been completed.

IT IS HEREBY AGREED.

DATED: September __, 2022

Sean P McShane
Sean McShane, President C&K Trucking, Inc.

DATED: September 27, 2022

Valinda Stephens, BNVS Transport LLC.

DATED: September __, 2022

Bernard Shurn, BNVS Transport LLC.

DATED: September __, 2022

Damien Muhammad, Mein & Meen, Inc.

DATED: September 28, 2022



Charles Andrewsavage,
Scopelitis, Garvin, Light, Hanson & Feary P.C.,
Counsel for Defendant C&K Trucking, LLC.

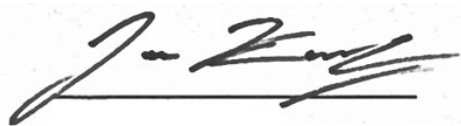
28

DATED: September __, 2022



Stacey B. Vucko
Vucko Law LLP
Counsel for Plaintiffs

DATED: September 28, 2022



Joshua Konecky
Schneider Wallace Cottrell Konecky, LLP
Counsel for Plaintiffs

TITLE	Settlement Agreement
FILE NAME	Ex. 1 Signed Sett...reement FINAL.pdf
DOCUMENT ID	be218fc793ba769027b10ff92a3d5131f047d177
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

09 / 28 / 2022

16:54:06 UTC-7

Sent for signature to Stacey B. Vucko (svucko@vuckolaw.com)
from mail@schneiderwallace.com
IP: 72.18.247.90



VIEWED

09 / 28 / 2022

16:59:42 UTC-7

Viewed by Stacey B. Vucko (svucko@vuckolaw.com)
IP: 73.246.137.1



SIGNED

09 / 28 / 2022

17:02:12 UTC-7

Signed by Stacey B. Vucko (svucko@vuckolaw.com)
IP: 73.246.137.1



COMPLETED

09 / 28 / 2022

17:02:12 UTC-7

The document has been completed.

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

BNVS Transport LLC, et al., v. C&K Trucking, LLC

Case No. 1:20-CV-04305

United States District Court, Northern District of Illinois, Eastern Division

The United States District Court for the Northern District of Illinois authorized this Notice.

Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

A proposed class action settlement has been reached and preliminarily approved by the Court in a lawsuit that sought compensation, penalties and interest for alleged underpayments and chargebacks in the settlement statements of the owner operators contracting with C&K Trucking, LLC, in Illinois. C&K Trucking, LLC denies these allegations, and the Court has not found that C&K engaged in any wrongful conduct. The proposed class action settlement provides for monetary payments to the members of a "Class" defined as "all current or former owner-operators based in Illinois who signed one of Defendant C&K Trucking LLC's standardized Independent Contractor Agreements and provided services pursuant to that agreement(s) at any time from July 22, 2010, to July 29, 2022." You have received this notice because the records of C&K Trucking indicate that you and/or your business may be a member of this Class ("Class Member") and eligible to receive money from the proposed class action settlement.

You do **not** need to do anything to receive your share of the settlement. However, if you wish to opt-out of the settlement, you must submit a "Request for Exclusion" in accordance with the instructions in Section 6 of this Notice below. If you wish to Object to the settlement, you must follow the instructions in Section 7 of this Notice below.

Based on the records of C&K Trucking, and the distribution formula set forth in the proposed settlement, you are scheduled to receive an **Individual Class Member Payment of approximately \$_____**. This is an estimate and the actual amount you receive may be different depending on certain factors not presently known.

The above estimate is based on C&K Trucking's records showing that there were _____ weeks between July 22, 2010 and July 29, 2022, during which C&K Trucking issued you or your business one or more Settlement Statements for services provided to C&K Trucking, and that _____ of these weeks occurred between July 22, 2016 and July 29, 2022. The specific formula for calculating your workweeks and your resulting Individual Class Member Payment is explained in Section 4 of this Notice. If you believe that you should be credited with more weeks, you can submit a data dispute by the [ADD DATE] as explained in Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.

C&K Trucking will not retaliate against you for receiving an Individual Class Member Payment, or for objecting to or opting out of the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Member Payment in the amount estimated above. In exchange, you will give up your right to assert the claims against C&K Trucking that are covered by this Settlement (Released Claims).
You Can Opt-out of the Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed settlement, you can opt-out of it by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer be eligible for an Individual Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
Participating Class Members Can Object to the Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out can object to any aspect of the proposed Settlement. See Section 7 of this Notice
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Member Payment depends on the number of weeks between July 22, 2010, to July 29, 2022, in which C&K Trucking issued you or your business one or more Settlement Statements for services provided to C&K Trucking. The number of such weeks that C&K Trucking's records show for you is stated on the first page of this Notice. If you disagree with this number, you may submit a challenge. Any such challenge must be submitted by _____ to be timely and considered. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

The named plaintiffs who filed this Action are two owner-operators that used to provide drayage transportation services to C&K Trucking, LLC, in Illinois. The Action accuses C&K Trucking of violating the Truth in Leasing Act, 49 U.S.C. § 14704(a)(2), and Illinois common law of breach of contract and fraud, by paying the owner operators less than the agreed-upon amounts for their runs and for not adequately disclosing the grounds for several categories of deductions or chargebacks made against their pay. Defendant C&K Trucking strongly denies violating any laws or failing to pay the contractually agreed-upon amounts. C&K Trucking further contends it complied with all applicable laws and contractual obligations.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether C&K Trucking or Plaintiffs are correct on the merits. In the meantime, after conducting discovery, taking witness statements, and performing a legal analysis of the contracts and applicable law, Plaintiffs and C&K agreed to appear before an experienced mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and C&K Trucking have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, C&K Trucking does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) C&K Trucking has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. C&K Trucking Will Pay \$3,350,000.00 as the Gross Settlement Amount (Gross Settlement). C&K Trucking has agreed to deposit the Gross Settlement into an escrow account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Member Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, C&K Trucking will fund the Gross Settlement not more than 7 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following

deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third (1/3) of the Gross Settlement to Class Counsel for attorneys' fees and up to \$_____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$_____ each to the three Class Representatives as Service Payments for filing the Action, producing documents, answering interrogatories, having their depositions taken, and participating in the mediation sessions that resulted in the Settlement. A Class Representative Award will be the only monies Plaintiffs will receive other than their Individual Class Member Payments.
- C. Up to \$_____ to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Member Payments to Participating Class Members using the formula described in Section 4 below.
- 4. Taxes Owed on Payments to Class Members. Each Participating Class Member's Individual Class Member Payment will be reported on an IRS 1099 Form.

Although Plaintiffs and C&K Trucking have agreed to this tax allocation, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Member Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will either be redistributed to the Class Members who cashed their checks and/or paid to a non-profit organization or foundation ("Cy Pres").
- 6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. If the Settlement does not become Final for any of these reasons, the Agreement will be void such that C&K Trucking would not pay any money and Class Members would not

release any claims against C&K Trucking.

7. Administrator. The Court has appointed a neutral company, JND Legal Administration (the “Administrator”) to send this Notice, calculate and make payments, and mail and re-mail settlement checks and tax forms. The Administrator also will process Class Members’ Requests for Exclusion, Objections, and Disputes as to the number of Settlement Statement Workweeks or Adjusted Settlement Statement Workweeks, if any. The Administrator will also perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and C&K Trucking has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by mailing a timely and valid Request for Exclusion to the Administrator in accordance with the instructions set forth in Section 6 below, you cannot sue, continue to sue, or be part of any other lawsuit against C&K Trucking or related entities for claims that have been resolved in this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were pleaded or could have been pleaded based on the facts alleged in Plaintiffs’ original Complaint and/or First Amended Complaint filed in this action, including but not limited to any claims related to compensation or deductions, which accrued between July 22, 2010 and July 29, 2022.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Member Payments. The Administrator will calculate Individual Class Member Payments according to the following distribution formula:
 - (a) First, the Administrator will determine, for each Participating Class Member, the total number of weeks in the Class Period during which C&K Trucking issued that Participating Class Member one or more Settlement Statements based on the performance of services for Defendant C&K using one or more of the vehicles registered with that Class Member. This figure will be known as a Settlement Workweek;
 - (b) Second, the Administrator will count each Settlement Workweek between July 22, 2016 to July 29, 2022 as two Adjusted Settlement Workweeks; whereas each Settlement Workweek occurring between July 22, 2010 and July 21, 2016, will count as one Adjusted Settlement Workweek. The Parties have agreed to this formula as a fair and equitable approximation of the difference in potential value and risks of the claims at each time period;

- (c) Third, the Administrator will aggregate all the Adjusted Settlement Workweeks for all the Participating Class Members to arrive at the Total Adjusted Settlement Workweeks for the entire Settlement Class;
 - (d) Fourth, the Administrator will calculate each Participating Class Member's Settlement Ratio by dividing the number of Adjusted Settlement Workweeks belonging to that Participating Class Member by the Total Adjusted Settlement Workweeks for the entire Settlement Class; and
 - (e) Fifth, the Administrator will calculate each Participating Class Member's Individual Class Member Payment by multiplying that Participating Class Member's Settlement Ratio by the Net Settlement Amount.
2. Workweek/Calculation Disputes. The number of Settlement Workweeks and Adjusted Settlement Workweeks credited to you, based on C&K Trucking's records, as well as your estimated Individual Class Member Payment based on these records, are stated in the first page of this Notice. You may dispute these records by sending a letter to the Administrator. For a dispute to be timely submitted, it must be mailed to the Administrator at the address provided in Section 9 below and postmarked on or before [REDACTED]. Any dispute should explain the basis of the dispute, state the number of Settlement Workweeks, Adjusted Settlement Workweeks and/or calculation that you believe is correct, and attach any documentation reasonably available to support your dispute. (You should send copies of documents rather than originals because the documents will not be returned to you.) The Parties will confer to determine whether adjustments to the Class Member's Individual Class Member Payment is warranted. If the Parties are unable to reach an agreement as to a dispute, the Court will decide the outstanding issue. The Court's determination of the eligibility for and amount of any Individual Class Member Payment will be binding.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You may exclude yourself from the Settlement ("opt out") by sending a letter to the Administrator **no later than** [REDACTED], which reasonably communicates your election to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Member Payments, but will preserve their rights

to personally pursue the claims asserted in this case against C&K Trucking.

To be valid, a Request for Exclusion must (a) be written; (b) state your name; (c) be signed by you; (d) identify the Action; (e) state that you have reviewed the Class Notice regarding the settlement of the Action and the consequences of requesting exclusion from it, and wish to be excluded from the settlement; and (f) be mailed to the Settlement Administrator at the address provided in Section 9 below.

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you send the Administrator by mail a signed written Request for Exclusion that is postmarked **not later than** [REDACTED].

7. HOW DO I OBJECT TO THE SETTLEMENT?

Participating Class Members (i.e. Class Members who do not opt out or request exclusion from the Settlement), may object to the Settlement or any aspect of it, including the requests for reasonable attorneys' fees and costs and the requests for service payments to the class representatives. However, only Participating Class Members have the right to object to the Settlement or these payments.

Before deciding whether to object, you may wish to see what Plaintiffs and C&K Trucking are asking the Court to approve. You may find information about the case as well as a complete copy of the Settlement Agreement on the Settlement Website maintained by the Administrator: [ADD URL]. You may also find Plaintiffs' Motion for Preliminary Approval that includes, among other things, the reasons why the proposed Settlement is fair. Additionally, by [ADD DATE] Plaintiffs will file a Motion for Reasonable Attorneys' Fees and Litigation Expenses and a Motion for Service Awards. These motions will state the attorneys' fees and costs, and service awards, requested and the reasons for the requests. They will be posted on the settlement website [ADD URL] for your review after [ADD DATE]. Additionally, upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. Class Counsel's contact information is in Section 9 of this Notice.

If you decide to object, be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Additionally, for an Objection to be valid, it must (a) be written; (b) be signed by the Participating Class Member making the objection; (c) identify the name of the Participating Class Member making the objection; (d) identify the Action; (e) be mailed to the Administrator at the address provided in Section 9 of this Notice; and (f) be **postmarked on or before** [REDACTED].

Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Courtroom No. 1203 of the United States District Court, Northern District of Illinois, Eastern Division, located at 219 South Dearborn Street, Chicago, Illinois 60604. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend or hire a lawyer to attend.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [[ADD URL](#)] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything C&K Trucking and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [[ADD URL](#)]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You may also review case and settlement documents on PACER (Public Access to Court Electronic Records) by going to www.pacer.uscourts.gov and entering in the Case Name, Case Number and District Court information shown at the top of this Notice.

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Settlement Administrator:

JND Legal Administration
Email Address:
Mailing Address:
Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. The Administrator's contact information is in Section 9 above.