

NOTICE OF SETTLEMENT FOR CURRENT AND FORMER DRIVERS FOR TRANSAM TRUCKING, INC.

Kirk Roberts, et al. v. TransAm Trucking, Inc. et al.
D. Kan. Civil Action No. 2:21-cv-02073-JWB-GEB

Please read carefully. Your legal rights may be affected.
You may also visit <https://www.TransAmSettlement.com/> for more information.

AVISO IMPORTANTE A MIEMBROS POTENCIALES DEL COLECTIVO
Para español, haga clic [aquí](#).

This is not a solicitation from a lawyer.

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

- A proposed settlement has been reached in this case brought on behalf of individuals who (1) attended orientation for TransAm Trucking in Rockwall, Texas or Tampa, Florida between October 2020 and March 2021; and/or (2) have been lease drivers subject to independent contractor agreements with TransAm since February 10, 2017. The case is called *Kirk Roberts, et al. v. TransAm Trucking, Inc. et al.* and has been filed in the United States District Court for the District of Kansas, Civil Action No. 2:21-cv-02073-JWB-GEB.
- The settlement involves monetary compensation for one claim that may affect you: a claim under federal Truth-in-Leasing regulations that TransAm has taken deductions from lease drivers' pay without clearly and specifically disclosing those deductions in the independent contractor agreement ("the Truth-in-Leasing Claim"). There are two other claims being resolved as part of this settlement: a claim under the federal Fair Labor Standards Act ("FLSA") that TransAm failed to pay at least minimum wage for all time during orientation between October 2020 and March 2021 ("the Company Driver Orientation Claim"); and a claim under the FLSA that TransAm has misclassified lease drivers as independent contractors when they were in fact employees and has not paid lease drivers at least minimum wage for all hours worked ("the Lease Driver Minimum Wage Claim"). According to TransAm's records, you are not affected by the settlements of the Company Driver Orientation Claim or the Lease Driver Minimum Wage Claim because you did not attend orientation for TransAm Trucking in Rockwall, Texas or Tampa, Florida between October 2020 and March 2021 and have not been a lease driver subject to an independent contractor agreement with TransAm at any time since September 29, 2020.
- You are receiving this Notice because you have been identified as a person potentially eligible to join or otherwise affected by this settlement for the Truth-in-Leasing Claim. You have the following four options relating to the lawsuit.

SECTION 1: YOUR OPTIONS REGARDING THE SETTLEMENT

You have four options in this lawsuit:

(1) **File a claim:** In order to receive your monetary payment from this settlement, you must file a claim. The deadline to file a claim is Friday, August 23, 2024. **If you do not file a claim by Friday, August 23, 2024, you will lose your right to receive a monetary payment from the settlement.** You may file a claim by clicking the button below, by visiting the settlement website, www.TransAmSettlement.com, or by emailing, mailing or faxing a Claim Form to the Settlement Administrator (see Section 7 for contact information).

[CLICK HERE TO FILE CLAIM](#)

(2) **Do nothing:** If you do nothing, your right to pursue the Truth-in-Leasing claims will be released (meaning you cannot pursue those claims), but you will not receive a monetary payment from the settlement.

(3) **Exclude yourself from the settlement:** If you wish to be excluded from the settlement, you must send a request to be excluded from the class to the Settlement Administrator. Further instructions are set forth in Section 5, below. The deadline to exclude yourself from the settlement is Friday, August 23, 2024.

(4) **Object to the settlement:** You may object to the settlement. Further instructions are set forth in Section 5, below. The deadline to object to the settlement is Friday, August 23, 2024.

SECTION 2: DESCRIPTION OF LAWSUIT

This case was originally filed on February 10, 2021. Plaintiffs have made several claims in this lawsuit relating to their time as truck drivers for TransAm Trucking, including three claims for which monetary compensation is available under this settlement.

First, as to the Company Driver Orientation Claim, Plaintiffs have claimed that TransAm did not pay drivers the full federal minimum wage of \$7.25 per hour for all hours worked during orientation attended in Rockwall, Texas or Tampa, Florida between October 2020 and March 2021, in violation of the federal Fair Labor Standards Act (“FLSA”).

Second, as to the Lease Driver Minimum Wage Claim, Plaintiffs have claimed that TransAm has misclassified lease drivers as independent contractors when they were in fact employees and has not paid lease drivers at least the federal minimum wage for all hours worked, in violation of the FLSA.

Third, as to the Truth-in-Leasing Claim, Plaintiffs have claimed that TransAm has not complied with the Truth-in-Leasing regulations, which are federal regulations that require motor carriers to disclose clearly in their independent contractor agreements the amounts of all deductions that will be made from drivers' compensation, including but not limited to deductions relating to expenses, insurance, and escrow funds.

TransAm denies the Plaintiffs' allegations and maintains that it properly paid all Plaintiffs. Although the Court has preliminarily approved this settlement, the Court made no decisions about whether the Plaintiffs were correct in their allegations. Defendants strongly deny they violated any law with respect to the wages and overtime wages paid to its employees. Defendants contend that their policies and compensation practices are proper and in compliance with the law at all times. Defendants decided that it is a better use of their resources to resolve this matter now, so that they can direct their time and resources to their business operations and, thereby, to the welfare of all of their employees and customers.

SECTION 3: SETTLEMENT BENEFITS AND TERMS

The parties have agreed to settle the case on behalf of all affected individuals for \$3,750,000. Subject to Court approval, this amount shall be divided as follows:

- (1) Up to 1/3 (\$1,250,000) in attorneys' fees for Class Counsel.
- (2) Amounts of up to a total of \$45,000 to the named plaintiffs in this case (\$15,000 for named plaintiff Kirk Roberts, \$10,000 for named plaintiff Terrence Colvin-Williams, and \$5,000 each for named plaintiffs Reginald Bradley, Faraji Arturo Council, David Coleman, Carl McRoberts Jr.) for their service as named plaintiffs in the case and for the resolution of their individual claims against Defendants.
- (3) Amounts of up to a total of \$19,000 to individuals who filed early Opt-In consent forms to join this action (\$2,000 each to the Opt-In Plaintiffs who submit claims to participate in the Settlement and who participated in discovery - Roberto Texeira, Nasiir Truitt, Timothy Jarman, Dimetrius Jones, Carlton Baker, Cecil Brown, and Frederick Neal--and \$500 each to the Opt-In Plaintiffs who submit claims to participate in the Settlement and who were not required to respond to discovery - Deshawnta Wright, Daryl Salmon, Dennis Hubbard, Johnnie Otis, Darin Rucker, Brian Lester, Roy Brown, Shannon Powell, Walter Clark III, and Valerie Andrews) for their service in this case.
- (4) Up to \$200,000 for the costs of claim and settlement administration and Class Counsel's reasonable litigation costs.
- (5) A dispute fund of \$100,000 to resolve disputes and reasonable late claims and to pay the employer's share of payroll taxes on amounts to be paid as W2 wages.

(6) The remaining amount (at least \$2,136,000) to be distributed to claiming class members.

The amount for claiming class members shall be divided among the claims as follows:

(1) **Company Driver Orientation Claim:** \$125,000 will be distributed among individuals who attended TransAm company driver orientation in Rockwall, Texas or Tampa, Florida between October 2020 and March 2021. This amount will be divided equally among all eligible individuals who submit timely and valid Claim Forms. The minimum payment that eligible individuals can expect to receive from this claim is \$35.

(2) **Lease Driver Minimum Wage Claim:** \$700,000 will be distributed among individuals who have personally driven for TransAm subject to an independent contractor agreement with TransAm that they themselves signed while leasing a truck from ONE Leasing since September 29, 2020. The minimum payment that eligible individuals can expect to receive from this claim will be \$8.00 per week as a lease driver for TransAm since September 29, 2020.

(3) **Truth-in-Leasing Claim:** \$1,311,000 will be distributed among individuals who have been subject to an independent contractor agreement with TransAm since February 2017 and have had charges or deductions made from their compensation. The minimum payment that eligible individuals can expect to receive from this claim will be \$8.75 per week as a lease driver for TransAm since February 1, 2017.

These amounts will be distributed in full to claiming class members. No amount shall revert to the Defendants. Amounts that are not claimed shall be redistributed to those class members who do submit Claim Forms.

The Court has ultimate authority to accept, reject, or modify the attorneys' fees, the additional amounts for the named plaintiffs, and the award of costs, and the settlement is not contingent on the Court's approval of the amounts requested for those items. Any amounts that the Court does not award in attorneys' fees, additional amounts for the named plaintiffs, and/or costs will be reallocated to be distributed to claiming class members.

One-half of any portion of your settlement payment that is attributable to the Company Driver Orientation Claim, and/or the Lease Driver Minimum Wage Claim shall be considered wages and shall be subject to the withholding of all applicable local, state, and federal taxes, and reported on an IRS Form W-2. Any remaining payments are considered compensation for the Truth-in-Leasing Claim and/or interest, penalties and liquidated damages, and will not be subject to payroll withholdings, and will be reported on an IRS Form 1099.

Please consult with your accountant or other tax advisor regarding the tax consequences of the settlement, including the non-monetary relief provided pursuant to the settlement, which is described below. No attorneys involved in this settlement can provide you with tax advice.

SECTION 4: RELEASE OF CLAIMS

Class Member Release

If you are eligible and participate in the settlement by submitting a Claim Form, or you do not submit a request for exclusion from the settlement as to the Truth-in-Leasing Claim (as described in more detail in Section 5, below), then, as part of this settlement (subject to Court approval), you will release the following claims against TransAm Trucking, Inc., Olathe Noble Equipment Leasing, Inc. (a/k/a ONE Leasing), and Jacobson Holdings:

All claims that were brought on behalf of the classes of which you are a part in the Third Amended Complaint filed in this case, *Kirk Roberts, et al. v. TransAm Trucking, Inc. et al.*, D. Kan. Civil Action No. 2:21-cv-02073-JWB-GEB. There are seven claims in the Third Amended Complaint which are covered by this release, specifically: (1) Count 1: a claim that TransAm should have paid at least the federal minimum wage for all time spent in orientation in Rockwall, Texas and/or Tampa, Florida under the federal Fair Labor Standards Act; (2) Count 2: a claim that TransAm should have paid at least the Florida minimum wage for all time spent in orientation in Tampa, Florida under the federal Florida Minimum Wage Act; (3) Count 3: a claim that Defendants violated the Kansas Consumer Protection Act in their representations and actions relating to lease drivers; (4) Count 4: a claim that Defendants have violated the Kansas Wage Payment Act in connection with their classification and compensation of lease drivers; (5) Count 5: a claim that Defendants have violated the Fair Labor Standards Act in connection with their classification and compensation of lease drivers; (6) Count 6: a claim that Defendants have violated the Fair Labor Standards Act in connection with their compensation of company drivers; (7) Count 7: a claim that Defendants have violated the federal Truth-in-Leasing regulations in connection with their lease agreements, deductions from compensation, and treatment of escrow funds as to lease drivers.

A copy of the Third Amended Complaint is available [here](#) and/or by contacting the Settlement Administrator at the contact information in Section 7 below. You may also contact Class Counsel (contact information in Section 8 below) for more information about the scope of claims in this case.

If you are not part of any class or collective (including if you do not opt in to the Company Driver Orientation Claim and/or the Lease Driver Minimum Wage Claim), then this release would not cover those claims. All persons who submit a valid request for exclusion from the settlement for the Truth-in-Leasing Claim are not bound by this release.

SECTION 5: YOUR OPTIONS

If you are receiving this Notice, you have the following options:

(1) **Submit a Claim Form:** If you wish to receive your settlement payment, you must submit a Claim Form no later than Friday, August 23, 2024.

[CLICK HERE TO FILE CLAIM](#)

You may submit your Claim Form by visiting the Settlement Administrator's website at <https://www.TransAmSettlement.com/> and clicking on "File a Claim" in the banner at the top of the webpage. You may also submit your Form to the Settlement Administrator via mail, email, or facsimile. The Settlement Administrator's contact information is in Section 7 below (and is also available on the website, www.TransAmSettlement.com/contact-us).

Your signed Form must be submitted electronically or by facsimile or postmarked by Friday, August 23, 2024.

(2) **Do nothing:** If you do nothing, your right to pursue the Truth-in-Leasing Claim will be released (meaning you cannot pursue those claims), but you will not receive a monetary payment from the settlement. You will not be releasing the Company Driver Orientation Claim or the Lease Driver Minimum Wage Claim. However, there are deadlines for filing those claims, and the deadline for you to file such a claim (outside of this settlement) may have expired.

(3) **Exclude yourself from the settlement:** If you wish to be excluded from the settlement as to the Truth-in-Leasing Claim, you must send a request to be excluded from the class to the Settlement Administrator. To be effective, the request for exclusion must include: (i) your full name, address, email address, and telephone number; (ii) a statement that you request to be excluded from the settlement and understand that you will not be eligible to recover any money as part of the settlement; and (iii) your signature and the date. Requests for exclusion must be sent to the Settlement Administrator at the address set forth above and in Section 7 by mail, email, or facsimile, and must be submitted or postmarked by Friday, August 23, 2024. **If you exclude yourself from the settlement, you will not receive any monies from the settlement.**

(4) **Object to the settlement:** You may object to the settlement. If you object and the settlement is approved, you will release all claims as described in Section 4, above, as applicable to you. If you intend to object, you may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

Any objection to the settlement must include: (i) your full name, address, email address, and telephone number; (ii) a written statement of all grounds for the objection; (iii) a statement whether you intend to appear at the Final Fairness Hearing; and (iv) your signature and the date. If you intend to appear at the Final Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Final Fairness Hearing. Objections must be sent to the Settlement Administrator at the address set forth above and in

Section 7, below, by mail, email, or facsimile, and must be submitted or postmarked by Friday, August 23, 2024.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement. If you object to the settlement but would like to receive the full amount to which you are entitled if your objection is overruled by the Court, then you **must** submit a Claim Form in addition to your objection no later than Friday, August 23, 2024. If you submit an objection but do not submit a Claim Form and your objection is overruled, then you will not receive a monetary payment from the settlement.

Please note that it is unlawful for any of the Defendants to take any action against you for participating in this lawsuit. The claims process is confidential and your co-workers and managers will not know whether you joined the settlement, nor will that information be publicly available unless otherwise required by a court order.

SECTION 6: COURT APPROVAL PROCESS

The Court has preliminarily approved the settlement and has scheduled a Final Approval Hearing to take place before the Honorable John W. Broomes, in the United States District Court for the District of Kansas on the 15th day, October 2024, at 10:00 a.m. Central Time in Courtroom 238 at 401 North Market, Wichita, Kansas 67202. The purpose of the hearing is for the Court to decide whether the proposed settlement is fair, reasonable, and adequate as to the Class and should be approved and, if so, to determine what amount of attorneys' fees and expenses should be awarded to Class Counsel and what amount should be awarded as additional amounts to the named plaintiffs. To confirm that the hearing is going forward on the scheduled date and time and/or to inquire about appearing at the hearing by telephone or video conference, please contact the Settlement Administrator or Class Counsel (contact information in Sections 7 and 8, below).

Class Counsel will file a motion for attorneys' fees and costs by October 1, 2024. If you would like to receive a copy of that motion, please contact the Settlement Administrator or Class Counsel (contact information in Sections 7 and 8, below) after that date.

SECTION 7: QUESTIONS ABOUT THIS NOTICE

If you have any questions regarding this Notice, you can contact the Settlement Administrator tollfree at 1-888-230-9714 by text at 1-612-205-1767, or via email at TransAmSettlement@AtticusAdmin.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator

c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
Telephone: 1-888-230-9714
Fax: 1-888-326-6411
Email: TransAmSettlement@AtticusAdmin.com

You may also visit <https://www.TransAmSettlement.com/> for more information.

SECTION 8: CLASS COUNSEL

Participating class members will be represented by the following attorneys, who have been appointed by the Court to represent the drivers as Class Counsel.

Contact information for Class Counsel is:

Hillary Schwab, Esq.
Rachel Smit, Esq.
Brant Casavant, Esq.
Fair Work, P.C.
192 South Street, Suite 450
Boston, MA 02111
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