

STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE

This STIPULATION OF SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made by and between (a) TransAm Trucking, Inc. (“TransAm”), Olathe Noble Equipment Leasing, Inc. (“ONE Leasing”) and Jacobson Holdings, Inc. (“JHI”) (collectively TransAm, ONE Leasing and JHI are referred to herein as “Defendants”), and (b) Named Plaintiffs Kirk Roberts, Faraji Arturo Council f/k/a John Curtis, Terrence Colvin-Williams, Reginald Bradley, David Coleman, and Carl McRoberts Jr., on behalf of themselves, and as representatives of the Opt-In Plaintiffs, the Collective Class Members, and the Rule 23 Class Members as defined in Section 1 herein.

WHEREAS, on February 10, 2021, the Named Plaintiffs filed a Complaint against TransAm in the United States District Court for the District of Kansas, styled *Roberts, et al. v. TransAm Trucking, Inc.*, Case No. 2:21-cv-2073-JWB-GEB, which Complaint was later twice amended to, among other things, add ONE Leasing and JHI as Defendants (the “Lawsuit”); and

WHEREAS, in the Lawsuit, the Named Plaintiffs asserted claims as representatives of the Class Members in a collective and class action, alleging that (a) Defendants failed to pay drivers minimum wages under the Federal Fair Labor Standards Act (“FLSA”), Kansas Wage Payment Act (“KWPA”), and Florida law; (b) TransAm and JHI engaged in deceptive business practices under the Kansas Consumer Protection Act (“KCPA”) to induce individuals to become independent contractors rather than company drivers; (c) Defendants misclassified drivers as independent contractors and those drivers are entitled to minimum wage under the FLSA as well as damages for unlawful deductions under the KWPA; and (d) Defendants violated federal Truth-in-Leasing statutes and regulations; and

WHEREAS, in Phase I of the Lawsuit, the Parties exchanged extensive discovery, including substantial document production and review of voluminous time-keeping records and pay data, which were reviewed and analyzed by experts, and took over thirty depositions, and such discovery has enabled each party to understand and assess the detail and substance of their respective claims and defenses; and

WHEREAS, in September 2023, the Court entered an Order in which it, among other things, (1) conditionally certified a collective actions based on Counts I and V in the Lawsuit for certain FLSA minimum wage claims, and certified a Rule 23 class based on Count VII in the Lawsuit for certain alleged Truth in Leasing violations; (2) granted summary judgment on Count III for alleged KCPA violations; (3) declined to certify Counts II (alleged minimum wage violations under Florida law), IV (alleged unlawful deductions under the KWPA), and VI (alleged FLSA minimum wage violations for company drivers); and

WHEREAS, Defendants have always denied and continue to expressly deny any liability for any claims and allegations ever asserted in the Lawsuit with respect to the Named Plaintiffs, the Class Members, or any other person; and deny that they have violated the FLSA, KWPA, Florida wage payment laws, the KCPA, or federal Truth in Leasing regulations or any other law, rule or regulation or common law claim relating to the payment of or deductions from compensation to the Named Plaintiffs, Class Members, or any other persons; and Defendants

maintain that they have at all times properly compensated the Named Plaintiffs, Class Members, and all of TransAm's drivers, including but not limited to all other alleged independent contractor drivers who provided services to TransAm pursuant to independent contractor agreements; and

WHEREAS, the Parties engaged in mediation on January 31, 2024 and entered into a Memorandum of Understanding to resolve this matter, without admitting or conceding any liability or damages, and solely to avoid the burden, expense and uncertainty of continuing the Lawsuit, the Parties have voluntarily agreed to resolve any and all disputes between them, including but not limited to all claims and allegations that were raised or could have been raised in the Lawsuit, and the right to appeal any orders that have been entered in this Lawsuit; and

WHEREAS, Class Counsel conducted a thorough and diligent investigation into the facts of the Lawsuit over the course of approximately three years, and the Named Plaintiffs and Class Counsel are of the opinion that the terms set forth in this Agreement are fair, reasonable, and adequate and in the best interests of the Collective Class Members and Rule 23 Class Members in light of all known facts and circumstances, including the risk presented by the defenses asserted by Defendants, the risk of decertification, the risk of summary judgment, and the delays associated with the litigation, trial and an appeal process, and ultimately the risk of collecting any awards against the Defendants. Defendants are aware of the opposing risks of each of these situations, and the potential exposure faced if unsuccessful in defeating collective or class certification, and ultimately losing at trial and/or on appeal; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, waive and discharge all disputes and claims arising from or related to the Lawsuit, and that this Agreement shall constitute a full and complete settlement and release by the Named Plaintiffs and Participating Class Members of the Lawsuit and the Released Claims against the Released Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

I. DEFINITIONS

The capitalized terms used throughout this Agreement are defined as follows and apply wherever used, including in the recitals.

1. "Administrator" means the third-party administrator selected by the Parties that is responsible for mailing the Notices, collecting the Claim and Release Forms, making payments to the Participating Class Members under the terms of this Agreement, making payments to Class Counsel under the terms of this Agreement, making all necessary payments of employer and employee payroll taxes if any, and issuing IRS Forms W-2 and 1099 to the Participating Class Members and Class Counsel.
2. "Agreement" means this Stipulation of Settlement Agreement and Release and the terms outlined herein.
3. "Claim and Release Form" means the forms agreed upon by the Parties and approved

by the Court, that are to be completed by the Opt-In Plaintiffs, Collective Class Members or the Rule 23 Class Members to opt-in to this Settlement. Such forms accompany the Notice and are attached hereto as part of Exhibits 1-4.

4. "Claim Deadline" means the date that occurs sixty (60) days after the date Notice is mailed to the Collective Class Members and Rule 23 Class Members, which is the date by which Collective Class Members and Rule 23 Class Members must return a completed Claim and Release Form. If this date is on a Saturday, Sunday, or federally recognized holiday, the Claim Deadline shall be the following business day.
5. "Class Counsel" means attorneys Hillary Schwab, Brant Casavant, and Rachel Smit of Fair Work, P.C., and Brendan Donelon and Daniel Craig of Donelon, P.C.
6. "Collective Class Members" includes the following:
 - a. The FLSA orientation collective: All individuals who attended company driver orientation in Rockwall, Texas or in Tampa, Florida between October 2020 and March 2021; and
 - b. The FLSA lease driver collective: All 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.
7. "Court" means the United States District Court for the District of Kansas.
8. "Defense Counsel" means Shannon Johnson, Gregory Whiston, and Benjamin Reed with the law firm of Seigfreid Bingham, P.C.
9. "Fairness Hearing" means the hearing set by the Court in the Preliminary Approval Order whereby the Collective Class Members and Rule 23 Class Members are permitted to present any objections to this Agreement.
10. "Final Approval Date" means the date the Court enters its Final Approval Order.
11. "Final Approval Order" means any order issued by the Court after the Fairness Hearing which grants final approval of the Settlement, authorizes the distribution of payments to Class Counsel, Named Plaintiffs, Op-In Plaintiffs, and Participating Class Members, and the Third-Party Administrator, under the terms forth herein, and dismisses with prejudice the Participating Class Members' Released Claims against the Released Parties.
12. "Gross Settlement Amount" means the total amount of settlement money that can possibly be paid by Defendants under this Settlement Agreement. The amount of the Gross Settlement Amount is \$3,750,000.00.
13. The "Hold-Back Fund" is a fund, which is part of the Gross Settlement Amount, which

will be set aside to resolve any disputes that may arise concerning the amounts payable to Participating Class Members or for the correction of computation of the amounts paid to any Named Plaintiff, Opt-in Plaintiff, or Participating Class Member, or to pay an overage due on the estimated fees and costs for the Administrator.

14. "Lawsuit" means the action filed on February 10, 2021 by the Named Plaintiffs against TransAm in the United States District Court for the District of Kansas, styled *Roberts, et al. v. TransAm Trucking, Inc.*, Case No. 2:21-cv-2073-JWB-GEB, which initial complaint was later twice amended to, among other things, add ONE Leasing and JHI as Defendants, and each and every claim and allegation asserted therein, including each and every claim and allegation asserted in each amended pleading.
15. "Named Plaintiffs" means Kirk Roberts, Faraji Arturo Council f/k/a John Curtis, Terrence Colvin-Williams, Reginald Bradley, David Coleman, and Carl McRoberts Jr.
16. "Net Settlement Fund" is the amount that represents the Gross Settlement Amount after deduction of: (a) Court-approved attorneys' fees, (b) payment for the Administrator's costs and expenses, (c) the service awards to Named Plaintiffs and Opt-In Plaintiffs; and (d) the Hold-Back Fund.
17. "Notice" means the notices sent to the Named Plaintiffs, Opt-In Plaintiffs, Collective Class Members and the Rule 23 Class Members, and their related Claim and Release Forms, all attached hereto as Exhibits 1-4, which have been approved by the Parties and are subject to the approval of the Court.
18. "Parties" means the Named Plaintiffs, Current Opt-In Plaintiffs, Collective Class Members, Rule 23 Class Members, and Defendants.
19. "Opt-In Plaintiffs" mean the additional plaintiffs who were not named in the pleadings but who have already opted-in to the Lawsuit as of the date of this Agreement, specifically Jonathan Moore, Manuel Cuevas Vega, Roberto Teixeira, Nasiir Truitt, Timothy Jarman, Dimetrius Jones, Frederick Neal, Cecil Brown, Carlton Baker, Deshawnta Lavell Wright, Daryl Salmon, Dennis Hubbard, Johnnie Otis, Darin Rucker, Brian Lester, Roy Brown, Shannon Powell, Walter Clark III, and Valerie Andrews.
20. "Participating Class Member" means a Collective Class Member or Rule 23 Class Member who returns their Claim and Release Form by the Claim Deadline indicating their decision to participate and receive payment under the terms of this Settlement.
21. "Payment Deadline" means the date that falls thirty (30) days after the Final Approval Date.
22. "Plan of Allocation" is the method by which the amount owed under this Settlement will be allocated for payment to each Collective Class Member and Rule 23 Class Member, the description of which has been set forth in Section II.

23. “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.
24. “Preliminary Approval Order” means any order issued by the Court which grants preliminary approval of the Settlement; and which authorizes the distribution of the Notices attached hereto as Exhibits 1-4 to the Collective Class Members and Rule 23 Class Members; and which preliminarily approves the allocation of the Gross Settlement Amount as set forth herein; and which sets a date for a final Fairness Hearing before the Court.
25. “Released Claims” means any and all claims that were alleged in the Lawsuit, including claims for nonpayment of wages or minimum wages under the FLSA or state or local law, unfair or deceptive business practices, misclassification of drivers, unlawful deductions from pay under federal or state law, and violations of the federal Truth-in-Leasing statutes and regulations and any other claims relating to the terms and/or enforcement of the terms of the Independent Contractor Agreements or Equipment Lease Agreements signed by drivers, as a result of actions or omissions through and including the Claim Deadline.
26. “Released Parties” means Defendants TransAm Trucking, Inc., Olathe Noble Equipment Leasing, Inc., Jacobson Holdings, Inc., and their present, future, and former predecessors, successors, parents, subsidiaries, affiliates, assigns, insurers (including, but not limited to, Atlantic Specialty Insurance Company and its parents, subsidiaries, and affiliates), officers, directors, board members, managers, supervisors, attorneys, agents, representatives, heirs, spouses, and employees, including, without limitation, any investors, trusts, or other similar or affiliated entities and all persons acting by, through, under, or in concert with any of them, including any party that was or could have been named as a defendant in this action.
27. “Rule 23 Class Members” are defined as all individuals who have been subject to an independent contractor agreement with TransAm and/or a lease agreement with ONE Leasing since February 2017 and have: (i) had fuel surcharge deductions taken from their compensation; and/or (ii) have had physical damage insurance deductions taken from their compensation in excess of the amounts listed in their contracts; and/or (iii) have had other charges or deductions made from their compensation in excess of the amounts listed in their contracts as alleged in the Lawsuit.

II. ALLOCATION OF THE PAYMENT

Subject to the Court’s approval, and without any admission of liability whatsoever, Defendants agree to pay a total collective and class-wide settlement amount or Gross Settlement Amount of \$3,750,000.00, inclusive of all costs, fees, attorneys’ fees, expenses, claims administration costs, service awards, and all other claims for payment, reimbursement, or other remuneration.

1. The Gross Settlement Amount shall be allocated as follows:
 - i. Service awards to the Named Plaintiffs for a total of \$45,000 (\$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 which each Named Plaintiff will receive an IRS Form 1099 designating such payment as “other income.”
 - ii. Service awards of \$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 a total of \$19,000, for which each Opt-in Plaintiff will receive an IRS Form 1099 designating such payment as “other income.”
 - iii. Attorneys’ fees not to exceed one-third of the Gross Settlement Amount, totaling \$1,250,000, to be paid to Class Counsel. The Administrator shall issue an IRS Form 1099 for the payments to Class Counsel set forth in this paragraph in the normal course of business, and any and all taxes relating to the payments described in this paragraph shall be the sole responsibility of Class Counsel. Class Counsel agrees to indemnify and hold harmless Defendants and the Released Parties for any taxes due or owing by Class Counsel, the Collective Class Members, or Rule 23 Class Members on any payments hereunder.
 - iv. A Hold-Back Fund in the amount of \$100,000 to resolve any disputes that may arise concerning the amounts payable to claiming Class Members or for the correction of computation of the amounts paid to any Named Plaintiff, Opt-in Plaintiff, or Class Member, or to pay an overage due on the estimate for the Administrator as set forth in Paragraph 1(v) below and to pay the employer’s share of payroll taxes on amounts to be paid as W2 wages. Plaintiffs’ counsel shall be responsible for making the determinations about whether and how to use the Hold-Back Fund, subject to review by Defendants’ counsel.
 - v. Costs for retention of the Administrator to administer the proposed settlement herein and for Class Counsel’s reasonable litigation costs, in the estimated amount of \$200,000;
2. The remainder of the Gross Settlement Amount shall be used for establishment of a Net Settlement Fund of at least \$2,136,000, consisting of any remaining amounts left from the Gross Settlement Amount after allocation of Paragraphs 1(i) – (v) above, which shall be divided among the Named Plaintiffs, Opt-In Plaintiffs and Class Members, taking into account each person’s potential damages for orientation wages, fuel surcharge deductions, contractor wages, and/or insurance deductions, as set forth

in Section 3 of the Notice of Settlement. IRS Form 1099s shall be issued by Defendants to each Class Member.

3. The Named Plaintiffs, Opt-In Plaintiffs and Participating Class Members shall have one-hundred and eighty (180) calendar days from the date the settlement checks are mailed to them by the Administrator to cash or otherwise negotiate their settlement checks.
4. Any portion of the allocations proposed Paragraphs 1(i) – (v), *supra*, not approved by the Court shall be considered part of the Net Settlement Fund and shall be made available for distribution to the claiming Class Members. No portion of the Gross Settlement Amount or the Net Settlement Fund shall revert to Defendants.
5. All taxes relating to the payments made to the Named Plaintiffs, Opt-In Plaintiffs, and Participating Class Members pursuant to this Agreement shall be the sole responsibility of the Named Plaintiffs, Opt-In Plaintiffs, and Participating Class Members. As to the payments reported as non-wage income, Named Plaintiffs, Opt-In Plaintiffs, and Participating Class Members agree to indemnify and hold harmless Defendants and the Released Parties for any taxes due or owing by such Named Plaintiffs, Opt-In Plaintiffs, and Participating Class Members on such payments. Further, payments made under this Agreement are not intended to and will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under any bonus, pension, and retirement programs of Defendants or 401(k) plans that may be maintained by Defendants, their parents or affiliates, nor will such payments count as earnings or compensation with respect to, or be considered to apply to, or be applied for purposes of any bonus, pension, and retirement programs of Defendants or 401(k) plans that may be maintained by Defendants, their parents or affiliates. Defendants retain the right, if necessary, to modify the language of their benefit plans and pension, bonus and other programs, if necessary, to make clear that any amounts paid pursuant to this Agreement are not for hours worked, hours paid or any similar measuring term as defined by any plans and programs for purposes of eligibility, vesting, benefit accrual or any other purpose. Nothing in this Agreement shall be deemed to reinstate employment or change the dates of employment for any individual not currently employed by Defendants.
6. Except for the fees, costs, and other expenses expressly set forth in this Section II, the Parties shall bear responsibility for their own fees, costs, and expenses incurred by them or arising out of the litigation associated with this Lawsuit, and will not seek reimbursement thereof from any other party to this Agreement or the Released Parties.
7. As more fully set forth in this Agreement, the payments described herein shall be contingent upon (i) execution of this Agreement, and (ii) entry by the Court of an appropriate order approving the Parties' settlement as set forth in Section V of this Agreement.

III. NO ADMISSION OF LIABILITY

Defendants expressly deny any wrongdoing associated with the claims in the Lawsuit and make no admission of liability. Defendants maintain that they have complied with applicable federal, state, and local laws at all times. It is expressly understood and agreed by the Parties that this Agreement is being entered into by Defendants as a compromise and solely for the purpose of avoiding the cost and disruption of ongoing litigation and defending any claims asserted in this Lawsuit. Nothing in this Agreement, the settlement proposals exchanged by the Parties, or any motions filed or orders entered pursuant to this Agreement, may be construed or deemed as an admission by Defendants of any liability, culpability, negligence, or wrongdoing as to any person or entity, and this Agreement, including its provisions, payment of the Gross Settlement Amount, its execution, and implementation, including any motions filed or orders entered, shall not in any respect be construed as offered or deemed admissible as evidence, or referred to in any arbitration or legal proceeding for any purpose, except in an action or proceeding to approve, interpret, or enforce this Agreement. Neither this Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this settlement, shall constitute evidence with respect to any issue or dispute, including without limitation the propriety of collective or class treatment, in any litigation, legal proceeding, or administrative proceeding.

IV. NOTICE PROCEDURE

The Parties agree to the following procedure for notice to the Collective Class Member and Rule 23 Class Members:

1. Within fourteen (14) days of the Preliminary Approval Date, the Defendants shall provide the names, last known mailing addresses, and (to the extent available) phone numbers and email addresses for the Collective Class Members and Rule 23 Class Members to Class Counsel and the Administrator in Excel format. Within thirty (30) days of the Preliminary Approval Date, the administrator shall send the Notices, including the Claim and Release Forms, in the forms attached hereto as Exhibits 1-4, to the Named Plaintiffs, Opt-In Plaintiffs, Collective Class Members and Rule 23 Class Members via first class mail, and via email and text message to the extent available. The Notice will explain the method of calculation and minimum payments for each claim and will provide an opportunity for the Opt-In Plaintiff, Collective Class Member, or Rule 23 Class Member to opt-out of the Settlement so that they can separately pursue their claims, if any, against Defendants if they choose or to object to the Settlement. It will also inform the Opt-In Plaintiffs, Collective Class Member, and/or Rule 23 Class Member of what the Released Claims are against the Released Parties. The Notice to the Named Plaintiffs, Opt-In Plaintiffs, Collective Class Members, and Rule 23 Class Members will also inform them of the date of the Fairness Hearing and the process for objecting to the Settlement.
2. Collective Class Members and Rule 23 Class Members will receive a Notice relating to the claims for which they are part of the Collectives and/or Class. The Notices and Claim Forms are attached hereto as follows:
 - Exhibit 1: Notice to individuals who are part of the FLSA Orientation Collective, the FLSA Lease Driver Collective, and the Rule 23 Truth-in-

Leasing Class (electronic and paper forms);

- Exhibit 2: Notice to individuals who are part of the FLSA Orientation Collective only (electronic and paper forms);
 - Exhibit 3: Notice to individuals who are part of the FLSA Lease Driver Collective, and the Rule 23 Truth-in-Leasing Class only (electronic and paper forms); and
 - Exhibit 4: Notice to individuals who are part of the Rule 23 Truth-in-Leasing Class only (electronic and paper forms).
3. Approximately halfway through the claim period, a reminder notice shall be sent by email and, where available, by text to those who have not responded to the original Notice.
 4. Claim forms may be submitted by Participating Class Members by mail, e-mail, fax, or using an online claims submission process established by the Administrator.
 5. The Administrator shall inform Defense Counsel on the day that Notice was mailed to the Collective Class Members and Rule 23 Class Members.

V. COURT APPROVALS AND DISMISSAL

Plaintiffs' counsel shall be responsible for seeking preliminary and final approval of the settlement, including preparing all notices, exhibits, motions, and briefing in connection with the approval process, subject to review by Defendants' counsel.

1. Preliminary Approval: In connection with seeking preliminary approval by the Court of the settlement contemplated herein, and consistent with any direction provided by the Court, after conferring with and obtaining assent from Defendants' counsel, Class will submit a motion for preliminary settlement approval and proposed Order for the Court's review and consideration, granting conditional collective and class certification, and preliminarily approving the Agreement, adjudging the terms herein to be fair, reasonable and adequate, and directing consummation of the Agreement's terms and provisions regarding notice to the Class Members.
2. Final Approval and Dismissal of the Lawsuit: In connection with seeking final approval by the Court of the settlement contemplated herein, and consistent with any direction provided by the Court with regards to requirements for the Final Approval Hearing, after conferring with and obtaining assent from Defendants' counsel, Class Counsel will submit a motion for final settlement approval and proposed Order for the Court's review and consideration granting final approval of the Agreement; adjudging the terms herein to be fair, reasonable and adequate; directing consummation of the Agreement's terms and provisions; and dismissing the Lawsuit (and each and every claim and allegation asserted therein) on the merits and with prejudice, and permanently barring

all participating Class Members from prosecuting against any Released Parties any of the Released Claims (as further set forth in Section VII), and for the Court to retain jurisdiction to enforce the terms of the Agreement.

3. In the event the Court does not approve this Agreement, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties, and the Parties agree each party shall be returned to the exact same position as before execution of this Agreement. Further, this Agreement is not meant to be, and will not be, construed as an admission that Defendants are liable for damages or any other relief and Defendants reserve the right to continue to deny they engaged in activity that would warrant liquidated damages or any other damages. The Parties agree each party reserves the right to contest certification (or failure to certify) the claims in the Lawsuit, including conditional certification, of the Collective and Rule 23 Classes, and any other claims made by Plaintiffs or defenses that Defendants could bring. Further, nothing in this Agreement, nor information exchanged solely in support of this agreement or within settlement negotiations or mediation, shall be utilized to prosecute or defend against the claims in the Lawsuit.

VI. FUNDING PROCESS, PARTICIPATION, AND NON-PARTICIPATION

1. Within forty-five (45) days after Preliminary Approval Date, and consistent with any Preliminary Approval Order entered by the Court, Defendants shall pay the Gross Settlement Amount into a qualified settlement account or “QSF” as directed by the Administrator.
2. A Collective Class Member’s and Rule 23 Class Member’s Claim and Release Form must be postmarked, or returned via facsimile or e-mail or online claim submission, by the Claim Deadline. Within seven (7) days after the Claim Deadline, the Administrator shall provide to Class Counsel and Defense Counsel the executed Claim and Release Forms (including forms where any such person “opts-out” of the Settlement), along with an Excel spreadsheet reflecting the gross payout from the Net Settlement and FLSA Settlement Fund and/or Rule 23 Settlement Fund for each Participating Class Member.
3. Any Rule 23 Class Member’s objection to the Settlement must be post-marked, or returned via facsimile or e-mail or online claim submission, by the Claim Deadline. The Administrator shall provide Class Counsel a copy of any objection upon its receipt per the requirements set forth in the Notice, and Class Counsel shall timely file said objections with the Court.
4. The Administrator shall make payments to the Participating Class Members by the Payment Deadline. The face of each check sent to Participating Class Members, or bolded language of a notice enclosed with each check, shall clearly state that the check must be cashed within one-hundred and eighty (180) calendar days.
5. If any Participating Class Member does not cash or otherwise negotiate the settlement payment within 180 days, such checks will be void and a stop-pay notice will be placed

on such unnegotiated checks. In such event, those Participating Class Members will be deemed to have waived irrevocably any right in or claim to settlement funds, and any such funds shall be distributed on a *cy pres* basis to Kansas Legal Services approximately thirty (30) days after the expiration of the deadline to negotiate settlement checks. Such Participating Class Members who returned a Claim and Release Form indicating their desire to participate in the Settlement, but did not cash or otherwise negotiate either check, will nevertheless be bound by this Agreement and the Release provisions contained herein.

6. Collective Class Members or Rule 23 Class Members who return a Claim and Release Form indicating their desire to not participate in the Settlement will be deemed to have waived irrevocably any right in or claim to any funds under this Settlement, but will not be deemed to have waived their right to assert any of the Released Claims against any of the Released Parties in a separate legal proceeding if they so choose.
7. Collective Class Members who do not return a Claim and Release Form, or fail to timely return a Claim and Release Form by the Claim Deadline, will be deemed to have waived irrevocably any right in or claim to any funds under this Settlement, and will have waived their right to assert any of the Released Claims against any of the Released Parties, except for any FLSA claims which they may pursue in a separate legal proceeding if they so choose.

VII. RELEASES BY CLASS MEMBERS

1. By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, the Named Plaintiffs and their respective heirs, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, and assigns, hereby irrevocably and unconditionally forever and fully release, and covenant not to sue, Defendants and the Released Parties for the Released Claims.
2. By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, the Participating Class Members, and their respective heirs, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, and assigns, hereby irrevocably and unconditionally forever and fully release, and covenant not to sue, Defendants and the Released Parties for, the Released Claims.
3. By operation of this Agreement and except as to such rights or claims as may be

created by this Agreement or those non-waivable by law, Rule 23 Class Members who do not return a Claim and Release Form and do not opt out of the Settlement, or fail to timely return a Claim and Release Form by the Claim Deadline, and their respective heirs, beneficiaries, designees, legatees, executors, administrators, successors-in-interest, and assigns hereby irrevocably and unconditionally forever and fully release, and covenant not to sue, Defendants and the Released Parties for the Released Claims, *except for* any claims they might have under the FLSA against the Released Parties.

4. To the extent permitted by law, the Named Plaintiffs waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding in any action in which Defendants are parties and such claim or action is based upon the Released Claims. The Named Plaintiffs further represent that they currently have no knowledge of any claims that they have against the Defendants or Released Parties other than the claims asserted in the Lawsuit.
5. The Parties acknowledge that this Agreement does not limit any party's right, where applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency, or to otherwise communicate with such an agency regarding matters within their jurisdiction. To the extent permitted by law, the Named Plaintiffs agree that if such an administrative claim is made, they shall not be entitled to recover any individual monetary relief or other individual remedies to the extent such a claim exists or arises out of actions prior to the execution of this Agreement.

VIII. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and may be sent by e-mail or U.S. Mail as follows:

To Named Plaintiffs, Opt-In Plaintiffs, or any other Class Member:

Hillary Schwab
192 South Street, Suite 450
Boston, MA 02111
hillary@fairworklaw.com

To the Defendants:

Shannon D. Johnson
Gregory Whiston
Seigfreid Bingham, PC
2323 Grand Boulevard, Suite 1000
Kansas City, Missouri 64108
sjohnson@sb-kc.com
gwhiston@sb-kc.com

IX. OTHER MISCELLANEOUS PROVISIONS

1. This Agreement, and its attachments, constitutes the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other Settlement-related document, the Parties intend that this Agreement shall be controlling. For the avoidance of any doubt, this Agreement fully replaces the Memorandum of Understanding that was executed between the Parties on or about January 31, 2024.
2. The signatories to this Agreement hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof. All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations, which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of Class Counsel and Defense Counsel, who have jointly prepared this Agreement. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.
3. The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of the Agreement and any required filings with the Court, and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.
4. All disputes relating to this Agreement and its implementation shall be within the continuing jurisdiction of the Court over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out.
5. No waiver, modification, or amendment of the terms of this Agreement and/or its attachments shall be valid or binding unless in writing, signed by and on behalf of all of the Parties, and then only to the extent set forth in such written waivers, modifications, or amendments, and approved by the Court.
6. This Agreement shall be governed and conformed in accordance with the laws of the State of Kansas without regard to its conflict of laws provisions, and the Parties consent to jurisdiction and venue in Kansas federal courts. This Agreement, and the exhibits hereto, shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed in the State of Kansas. To the extent that the Court retains jurisdiction, this Agreement shall be subject to the continuing jurisdiction of the United States District Court for the District of Kansas. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language and compensation afforded, such provision shall immediately become null and

void, leaving the remainder of this Agreement in full force and effect.

7. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature. Electronic (e.g., DocuSign) signatures will be valid and have the same effect as an original signature.
8. This Agreement shall not be construed to create rights in, or to grant remedies to, or to delegate any duty, obligation, or undertaking established herein to any third party as a beneficiary of this Agreement.
9. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, and assigns.
10. As to documents produced in the Lawsuit, the terms of the Protective Order (ECF Doc. 35), as approved by the Court, shall continue to remain in full force and effect, notwithstanding anything to the contrary in this Agreement, and the Parties will continue to protect any Confidential Information (as defined by the Protective Order) exchanged by the Parties in the course of the Lawsuit. The Parties' negotiations and the terms of this Settlement Agreement shall be held confidential other than necessary disclosures and settlement approval process made to the Court. Class Counsel, the Named Plaintiffs, and each Participating Class Member hereby covenant that they will not issue, nor cause to be issued, any statements to the public or media regarding the Settlement or any of its terms, including statement on any website(s) or via social media except as necessary to complete the Notice terms of this Agreement.
11. The Parties represent and agree that the Lawsuit involves a bona fide dispute between them, that the proposed settlement contemplated in this Agreement is fair and equitable to all parties concerned and provides for an equitable distribution of settlement amounts and service awards to the Named Plaintiffs, Opt-In Plaintiffs, and the Participating Class Members, that the settlement contemplated in this Agreement contains an award of reasonable attorneys' fees and costs, and that Class Counsel is hereby waiving and releasing any liens for costs and/or attorney fees with respect to this Lawsuit other than the payments contemplated herein.
12. Defendants have not been notified of any liens and/or pending legal claims applicable to the settlement payments made pursuant to this Agreement, and therefore the Parties stipulate and agree that Defendants will not be responsible for any unpaid liens or legal claims applicable to the amounts paid pursuant to this Agreement.
13. Defendants and their attorneys make no representations concerning the tax consequences of entering into this Agreement and resulting from the manner of payment, and are not rendering tax advice. The Named Plaintiffs, Opt-In Plaintiffs and

Participating Class Members are completely responsible for any tax liability they incur as a result of the above-referenced payments and the manner of these payments.

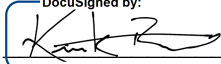
14. The Parties state that they have read this Agreement and understand it and have had the advice of their respective attorneys before signing this Agreement. They further acknowledge that they have had sufficient time to fully consider this Agreement and that they voluntarily signed it without any coercion or pressure from any person. They further understand that this Agreement contains all of the terms and agreements relating to resolution of the Lawsuit and any allegations contained therein, and that they are not relying upon any oral statements or representations of the Parties or any of the Parties' officers, directors, managers, owners, shareholders, employees, attorneys, representatives, and agents.

Remainder of Page Intentionally Blank

THE PARTIES FREELY AND KNOWINGLY, AFTER DUE CONSIDERATION AND AFTER CONSULTING WITH COUNSEL REGARDING THIS AGREEMENT, ENTER INTO THIS AGREEMENT WITH THE NAMED PLAINTIFFS INTENDING TO WAIVE, SETTLE AND RELEASE CLAIMS AS SET FORTH HEREIN.

The Parties knowingly and voluntarily sign this Agreement as of the date set forth below:

PLAINTIFFS


DocuSigned by:

Kirk Roberts

Dated: 4/11/2024

DocuSigned by:

Faraji Arturo Council

Dated: 4/11/2024

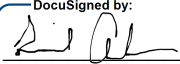
DocuSigned by:

Terrence Colvin-Williams

Dated: 4/10/2024

DocuSigned by:

Reginald Bradley

Dated: 4/10/2024

DocuSigned by:

David Coleman

Dated: 4/10/2024

DocuSigned by:

Carl McRoberts

Dated: 4/11/2024

DEFENDANTS

Name:
On behalf of TransAm Trucking, Inc.

Dated: April __, 2024

Name:
On behalf of Olathe Noble Equipment
Leasing, Inc.

Dated: April __, 2024

Name:
On behalf of Jacobson Holdings, Inc.

Dated: April __, 2024

THE PARTIES FREELY AND KNOWINGLY, AFTER DUE CONSIDERATION AND AFTER CONSULTING WITH COUNSEL REGARDING THIS AGREEMENT, ENTER INTO THIS AGREEMENT WITH THE NAMED PLAINTIFFS INTENDING TO WAIVE, SETTLE AND RELEASE CLAIMS AS SET FORTH HEREIN.

The Parties knowingly and voluntarily sign this Agreement as of the date set forth below:

PLAINTIFFS

Kirk Roberts

Dated: April __, 2024

Faraji Arturo Council

Dated: April __, 2024

Terrence Colvin-Williams

Dated: April __, 2024

Reginald Bradley

Dated: April __, 2024


David Coleman

Dated: April __, 2024

Carl McRoberts

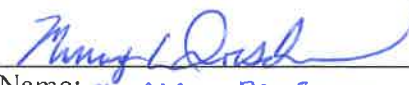
Dated: April __, 2024

DEFENDANTS

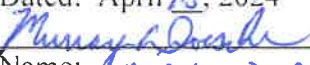


Name: JOE JACOBSON
On behalf of TransAm Trucking, Inc.

Dated: April 10, 2024



Name: MURRAY DROSCHER
On behalf of Olathe Noble Equipment Leasing, Inc.

Dated: April 10, 2024


Name: MURRAY DROSCHER
On behalf of Jacobson Holdings, Inc.

Dated: April 10, 2024

EXHIBIT 1

EXHIBIT 1-A
ELECTRONIC VERSION

**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.**

TO: **[First_Name» «Last_Name]**
TransAm Driver Code: [insert] (if applicable)

- 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 three claims that may affect you: (1) 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"); (2) 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"); and (3) 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").
- You are receiving this notice because you have been identified as a person potentially eligible to join or otherwise affected by this settlement. 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 **[60 days from mailing]**. **If you do not file a claim by [60 days from mailing], 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 **[60 days from mailing]**.

(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 **[60 days from mailing]**.

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 **[60 days from mailing]**.

CLICK HERE TO FILE CLAIM

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(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 **[60 days from mailing]**. **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 **[60 days from mailing]**.

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 **[60 days from mailing]**. 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 ____ day, **[insert date]**, at **[time]** 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 **[insert date 2 weeks before final fairness hearing]**. 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 [insert telephone number], by text at [insert text number], or via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator
[insert address]
Telephone: [insert]
Fax: [insert]
Email: info@transamsettlement.com

You may also visit 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 02116
Email: hillary@fairworklaw.com
Telephone (call/text): [add]

Brendan J. Donelon, Esq.
Donelon, P.C.
4600 Madison, Suite 810
Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 1-B
PAPER VERSION

**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: <https://www.transamsettlement.com/> [insert]

**This is not a solicitation from a lawyer. The United States District Court
for the District of Kansas authorized this Notice.**

TO: [First_Name] «Last_Name»
TransAm Driver Code: [insert] (if applicable)

- 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 three claims that may affect you: (1) 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"); (2) 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"); and (3) 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").
- You are receiving this notice because you have been identified as a person potentially eligible to join or otherwise affected by this settlement. 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 **[60 days from mailing]**. **If you do not file a claim by [60 days from mailing], you will lose your right to receive a monetary payment from the settlement.** You may file a claim 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).
- (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 **[60 days from mailing]**.
- (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 **[60 days from mailing]**.

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 online at [www.transamsettlement.com/\[insert\]](http://www.transamsettlement.com/[insert]) 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 **[60 days from mailing]**.

You may submit your Claim Form by visiting the Settlement Administrator's website at 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). Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(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 **[60 days from mailing]**. **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 **[60 days from mailing]**.

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 **[60 days from mailing]**. 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 ____ day, **[insert date]**, at **[time]** 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 **[insert date 2 weeks before final fairness hearing]**. 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 **[insert telephone number]**, by text at **[insert text number]**, or via email at **info@transamsettlement.com**. The full contact information for the

Settlement Administrator is:

TransAm Settlement Administrator

[insert address]

Telephone: [insert]

Fax: [insert]

Email: info@transamsettlement.com

You may also visit 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 02116

Email: hillary@fairworklaw.com

Telephone (call/text): [add]

Brendan J. Donelon, Esq.

Donelon, P.C.

4600 Madison, Suite 810

Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 2

EXHIBIT 2-A
ELECTRONIC VERSION

**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.

TO: **[First_Name] «Last_Name»**
TransAm Driver Code: [insert] (if applicable)

- 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: (1) 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"). There are two other claims being resolved as part of this settlement: 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"); and 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"). According to TransAm's records, you are not affected by the settlements of the Lease Driver Minimum Wage Claim or the Truth-in-Leasing Claim because you have not been a lease driver subject to an independent contractor agreement with TransAm at any time since February 10, 2017.

- 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 Company Driver Orientation Claim. You have the following two options relating to the lawsuit.

SECTION 1: YOUR OPTIONS REGARDING THE SETTLEMENT

You have two 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 **[60 days from mailing]**. **If you do not file a claim by [60 days from mailing], 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, you will not receive a monetary payment from the settlement.

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 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 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, 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.

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 **[60 days from mailing]**.

CLICK HERE TO FILE CLAIM

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(2) **Do nothing:** If you do nothing, you will not receive a monetary payment from the settlement. You will not be releasing the Company Driver Orientation Claim. However, there are deadlines for filing a claim, and the deadline for you to file such a claim (outside of this settlement) may have expired.

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 ____ day, [insert date], at [time] 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 [insert date 2 weeks before final fairness hearing]. 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 [insert telephone number], by text at [insert text number], or via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator
[insert address]
Telephone: [insert]
Fax: [insert]
Email: info@transamsettlement.com

You may also visit 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 02116

Email: hillary@fairworklaw.com

Telephone (call/text): [add]

Brendan J. Donelon, Esq.

Donelon, P.C.

4600 Madison, Suite 810

Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 2-B
PAPER VERSION

**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: <https://www.transamsettlement.com/insert>

This is not a solicitation from a lawyer.
The United States District Court for the District of Kansas authorized this Notice.

TO: [\[First_Name\]](#) [\[Last_Name\]](#)
TransAm Driver Code: [\[insert\]](#) (if applicable)

- 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: (1) 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"). There are two other claims being resolved as part of this settlement: 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"); and 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"). According to TransAm's records, you are not affected by the settlements of the Lease Driver Minimum Wage Claim or the Truth-in-Leasing Claim because you have not been a lease driver subject to an independent contractor agreement with TransAm at any time since February 10, 2017.

- 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 Company Driver Orientation Claim. You have the following two options relating to the lawsuit.

SECTION 1: YOUR OPTIONS REGARDING THE SETTLEMENT

You have two 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 **[60 days from mailing]**. **If you do not file a claim by [60 days from mailing], you will lose your right to receive a monetary payment from the settlement.** You may file a claim 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).
- (2) **Do nothing:** If you do nothing, you will not receive a monetary payment from the settlement.

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 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 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, 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 at <https://www.transamsettlement.com/insert> 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.

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 **[60 days from mailing]**.

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(2) **Do nothing:** If you do nothing, you will not receive a monetary payment from the settlement. You will not be releasing the Company Driver Orientation Claim. However, there are deadlines for filing a claim, and the deadline for you to file such a claim (outside of this settlement) may have expired.

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 **_____ day, [insert date], at [time]**

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 [insert date 2 weeks before final fairness hearing]. 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 [insert telephone number], by text at [insert text number], or via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator

[insert address]

Telephone: [insert]

Fax: [insert]

Email: info@transamsettlement.com

You may also visit 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 02116
Email: hillary@fairworklaw.com
Telephone (call/text): [add]

Brendan J. Donelon, Esq.
Donelon, P.C.
4600 Madison, Suite 810
Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 3

EXHIBIT 3-A
ELECTRONIC
VERSION

**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.

TO: **[First_Name] «Last_Name»**
TransAm Driver Code: [insert] (if applicable)

- 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 two claims that may affect you: (1) 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”); (2) 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 is one other claim being resolved as part of this lawsuit: 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 Lease Driver Minimum Wage Claim because you 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 Company Driver Orientation Claim and 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 **[60 days from mailing]**. If you do not file a claim by **[60 days from mailing]**, 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 [60 days from mailing].

(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 [60 days from mailing].

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 **[60 days from mailing]**.

CLICK HERE TO FILE CLAIM

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(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 **[60 days from mailing]**. **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 **[60 days from mailing]**.

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 **[60 days from mailing]**. 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 **_____ day, [insert date], at [time]** 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 **[insert date 2 weeks before final fairness hearing]**. 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 **[insert telephone number]**, by text at **[insert text number]**, or

via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator

[insert address]

Telephone: [insert]

Fax: [insert]

Email: info@transamsettlement.com

You may also visit 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 02116

Email: hillary@fairworklaw.com

Telephone (call/text): [add]

Brendan J. Donelon, Esq.

Donelon, P.C.

4600 Madison, Suite 810

Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 3-B
PAPER VERSION

**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.

TO: **[First_Name] «Last_Name»**
TransAm Driver Code: [insert] (if applicable)

- 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 two claims that may affect you: (1) 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”); (2) 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 is one other claim being resolved as part of this lawsuit: 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 Lease Driver Minimum Wage Claim because you 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. 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 **[60 days from mailing]**. **If you do not file a claim by [60 days from mailing], you will lose your right to receive a monetary payment from the settlement.** You may file a claim 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).
- (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 **[60 days from mailing]**.
- (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 **[60 days from mailing]**.

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 **[60 days from mailing]**.

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(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 **[60 days from mailing]**. **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 **[60 days from mailing]**.

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 **[60 days from mailing]**. 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 ____ day, [insert date], at [time] 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 [insert date 2 weeks before final fairness hearing]. 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 [insert telephone number], by text at [insert text number], or via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator
[insert address]
Telephone: [insert]
Fax: [insert]
Email: info@transamsettlement.com

You may also visit 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 02116
Email: hillary@fairworklaw.com
Telephone (call/text): [add]

Brendan J. Donelon, Esq.
Donelon, P.C.
4600 Madison, Suite 810
Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 4

EXHIBIT 4-A
ELECTRONIC VERSION

**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.

TO: **[First_Name] «Last_Name»**
TransAm Driver Code: [insert] (if applicable)

- 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 **[60 days from mailing]**. If you do not file a claim by **[60 days from mailing]**, 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 [60 days from mailing].

(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 [60 days from mailing].

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 **[60 days from mailing]**.

CLICK HERE TO FILE CLAIM

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(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 **[60 days from mailing]**. **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 **[60 days from mailing]**.

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 **[60 days from mailing]**. 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 **____ day, [insert date], at [time]** 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 **[insert date 2 weeks before final fairness hearing]**. 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 [insert telephone number], by text at [insert text number], or via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator
[insert address]
Telephone: [insert]
Fax: [insert]
Email: info@transamsettlement.com

You may also visit 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 02116
Email: hillary@fairworklaw.com
Telephone (call/text): [add]

Brendan J. Donelon, Esq.
Donelon, P.C.
4600 Madison, Suite 810
Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*

EXHIBIT 4-B
PAPER VERSION

**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: <https://www.transamsettlement.com/insert>

This is not a solicitation from a lawyer.
The United States District Court for the District of Kansas authorized this Notice.

TO: [\[First_Name\] «Last_Name»](#)
TransAm Driver Code: [\[insert\]](#) (if applicable)

- 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. 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 **[60 days from mailing]**. If you do not file a claim by **[60 days from mailing]**, you will lose your right to receive a monetary payment from the settlement. You may file a claim 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).
- (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 **[60 days from mailing]**.
- (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 **[60 days from mailing]**.

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 **[60 days from mailing]**.

You may submit your Claim Form by visiting the Settlement Administrator's website at 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).

Your signed Form must be submitted electronically or by facsimile or postmarked by **[60 days from mailing]**.

(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 **[60 days from mailing]**. **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 **[60 days from mailing]**.

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 **[60 days from mailing]**. 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 ____ day, [insert date], at [time] 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 [insert date 2 weeks before final fairness hearing]. 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 [insert telephone number], by text at [insert text number], or via email at info@transamsettlement.com. The full contact information for the Settlement Administrator is:

TransAm Settlement Administrator
[insert address]
Telephone: [insert]
Fax: [insert]
Email: info@transamsettlement.com

You may also visit 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 02116
Email: hillary@fairworklaw.com
Telephone (call/text): [add]

Brendan J. Donelon, Esq.
Donelon, P.C.
4600 Madison, Suite 810
Kansas City, MO 64112

CLAIM FORM AND RELEASE OF CLAIMS

I understand that I am a member of the class(es) identified in the Notice of Settlement I received, described in more detail in the Notice of Settlement: (the Company Driver Orientation Claim; and/or the Lease Driver Minimum Wage Claim; and/or the Truth-in-Leasing Claim). I further understand that I can contact the TransAm Settlement Administrator (contact information in Section 7 of the Notice) for more information about the class(es) I am part of.

I hereby consent to participate in this settlement pursuant to the FLSA, 29 U.S.C. § 201, *et seq.* and Fed. R. Civ. P. 23 and receive a monetary payment as to these claims. I understand that, by participating in the settlement, I am releasing all claims that have been brought 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.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____

Signature

Printed Name

NOTE: This Lower Portion Will Not Be Filed with the Court

Phone Number: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Email Address: _____

*Please contact the Settlement Administrator at info@transamsettlement.com
or [insert telephone number] if your contact information changes.*