

# SETTLEMENT AGREEMENT

## **I. Introduction.**

This Settlement Agreement (“Agreement”) is hereby entered into by and between Roadrunner Transportation Services, Inc. (“Roadrunner” or “Defendant”), and Amber N. Pizl and Anthony Rogers (“Plaintiffs” or “Class Representatives”), who are acting both individually and in their capacity as the class representatives in the proposed class action entitled *Pizl v. Roadrunner Transportation Services, Inc.*, Pierce County Superior Court, Case No. 23-2-11134-1 (the “Case”). Hereafter, Plaintiffs and Defendant are referred to as the “Parties.”

## **II. Investigations and Due Diligence.**

The Parties have conducted formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have amply considered and analyzed their respective claims and defenses.

## **III. Settlement Negotiations.**

The Parties have engaged in settlement negotiations since shortly after the case was filed. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiffs believe is in the best interest of the Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

## **IV. Roadrunner’s Denials of Wrongdoing and Non-Admission of Allegations.**

Roadrunner has denied and continues to deny each of the claims and contentions alleged by Plaintiffs on their own behalf and on behalf of members of the proposed Settlement Class. Furthermore, Roadrunner has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession, or indication by or against Roadrunner of any fault, wrongdoing, or liability whatsoever. Roadrunner expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then Roadrunner would have continued to vigorously defend against Plaintiffs’ claims. Roadrunner agrees to this Settlement solely to avoid the risk and expense of further litigation.

## **V. Stipulated Settlement and Dismissal.**

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties’ Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

## 1. Definitions.

a. “**Effective Date**” means three days after the date of the Superior Court’s entry of the Final Approval Order, if there are no objections. If there are objections, the Effective Date shall be the latter of either (1) thirty-one (31) days following the Superior Court’s entry of the Final Approval Order, or (2) if a timely appeal is made, the date of final resolution of that appeal and any subsequent appeals.

b. “**Settlement**” means the common fund settlement reached by the Parties through the negotiation process described in Paragraph III above.

c. “**Settlement Administrator**” means CPT Group, Inc., subject to the Superior Court’s approval.

d. “**Settlement Class Period**” means the period from January 1, 2023, through December 31, 2023.

e. “**Proposed Class**” or “**Proposed Class Members**” means all individuals who applied for jobs in response to job postings originating or listed on any website or media at any time between January 1, 2023, and December 31, 2023, where the job posting did not disclose the wage scale or salary range or a description of benefits for the position.

f. “**Settlement Class**” or “**Settlement Class Members**” means all members of the Proposed Class, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement.

g. The “**Notice of Settlement**” means the form attached hereto as **Exhibit A**.

h. The “**Initial Mailing Date**” is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to Settlement Class Members.

i. The “**Notice Deadline**” is sixty (60) days after the Initial Mailing Date.

j. “**Class Counsel**” means James B. Pizl and the law firm of Entente Law PLLC.

k. “**Settlement Amount**” or “**Common Fund**” means the maximum amount Defendant is required to pay pursuant to this Settlement Agreement, which is the sum of Two Hundred Ninety-five Thousand Dollars (\$295,000).

l. “**Attorneys’ Fees and Costs Award**” means the amounts the Parties propose be paid to Class Counsel as attorneys’ fees and litigation costs in connection with their prosecution and settlement of the Case.

m. “**Settlement Administration Expenses Award**” means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement.

n. **“Service Award”** means the amount the Parties propose be paid to Plaintiffs as an award in recognition of their efforts in prosecuting the Case.

o. **“Class Fund”** means the aggregate, gross amount the Parties propose be available to the Settlement Class as Settlement Awards pursuant to this Agreement. The Class Fund shall be calculated by subtracting the Court-approved Service Award, Settlement Administration Expenses Award, and Attorneys’ Fees and Costs Award from the Common Fund.

p. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class who submit valid and timely Claim Forms pursuant to this Agreement.

q. **“Released Claims”** means any and all claims that were brought or that could have been brought based on any facts alleged in the Case, including but not limited to any alleged violations of RCW 49.58.110 by failing to post the wage scale or salary range on any job posting from January 1, 2023, through December 31, 2023.

r. **“Released Party”** as released through the Releases described in Section V.2., below, includes the named Defendant in the Case, Roadrunner Transportation Services, Inc.

## **2. Release.**

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiffs Amber N. Pizl and Anthony Rogers and the Settlement Class of all Released Claims.

## **3. Payment by Roadrunner and Creation of Qualified Settlement Fund.**

Subject to final approval of the Settlement by the Superior Court, Roadrunner agrees to pay the Settlement Amount to the Settlement Administrator. The Settlement Administrator will then deposit the amount into a Qualified Settlement Fund (“QSF”) for purposes of processing the Settlement and paying the Service Awards, the Settlement Administration Expenses Award, the Attorneys’ Fees and Costs Award, and the Settlement Awards. By funding the QSF, Roadrunner will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement.

## **4. Calculation of Individual Settlement Awards.**

a. Subject to approval by the Superior Court, the Class Fund will be allocated pro-rata based on the number of employee applicants and independent contractor applicants. The allocation for employee applicants shall be the ratio of ten (10) divided by the sum of ten (10) times the total number of settlement class members who applied for employee positions and the total number of settlement class members who applied for independent contractor positions. The allocation for independent contractor applicants shall be the ratio of one (1) divided by the sum of ten (10) times the total number of settlement class members who applied for employee positions and the total number of settlement class members who applied for independent contractor positions.

**5. Attorneys' Fees and Costs Award.**

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will request an Attorneys' Fees Award of no more than thirty percent (30%) of the Settlement Amount, or Eighty-Eight Thousand Five Hundred Dollars (\$88,500), plus no more than One Thousand Five Hundred Dollars (\$1,500) for actual litigation costs incurred.

**6. Service Awards.**

Subject to approval by the Superior Court, the amount paid to Amber N. Pizl for her service award shall be Seven Thousand Five Hundred Dollars (\$7,500) and to Anthony Rogers for his service award shall be One Thousand Five Hundred Dollars (\$1,500). These awards will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiffs.

**7. Settlement Administration.**

a. The Settlement Administrator shall be responsible for mailing and emailing the Notice of Settlement to the Settlement Class Members, tracing undeliverable mailings, recording and tracking responses to the mailings to the Class, tracking and responding to any inquiries made by any member of the Class, reviewing Class Counsel's calculation of the Settlement Awards, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a QSF pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms 1099-MISC), performing all related tax reporting to taxing authorities and to Roadrunner, and issuing the Service Awards, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award.

b. Roadrunner shall, within 10 days after this Agreement is executed, provide the Settlement Administrator and Class Counsel with an Excel spreadsheet containing the following information for each potential member of the Class: (i) name; (ii) last known address (if known and reasonably accessible); (iii) last known telephone number (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); and (v) whether they applied for an employee position or independent contractor position. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law, or Court order.

c. The Settlement Administrator, in consultation with Class Counsel, shall also have the responsibility to determine any Settlement Class Member's eligibility for a Settlement Award. Each Settlement Class Member who submits a valid and timely Claim Form will automatically be eligible to receive a Settlement Award. Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Roadrunner and Class Counsel with: (1) an electronic report setting forth the names and identities of all individuals who submitted a valid and timely Claim Form; (2) copies of all Exclusion Letters returned or received; and (3) copies of all objections returned or received. Roadrunner and Class Counsel shall be entitled to review the

eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and any objections received. Roadrunner and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of eligibility determinations to Roadrunner and Class Counsel, which results will include the names of all Settlement Class Members who will receive a Settlement Payment and the names of all individuals who opted out of the Settlement. Within five (5) days after receipt, the Settlement Administrator shall provide Roadrunner and Class Counsel with copies of any objections returned or received.

d. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award of no more than Fifteen Thousand Dollars (\$15,000). The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

## **8. Notice/Approval of Settlement Agreement.**

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, notifying the members of the Settlement Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court to be heard on October 25, 2024, or the earliest date thereafter the Superior Court has available, to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Settlement Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order (the "Preliminary Approval Order") preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Settlement Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within twenty-eight (28) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement and Claim Forms to all Settlement Class

Members by mail and email. The email notice shall have a link for the Settlement Class Member to submit an electronic Claim Form and W9.

(2) The Notice of Settlement shall provide that Settlement Class Members who object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. The written statement must be filed with the Court and postmarked or delivered to Class Counsel and Defendant's counsel on or before the Objection Deadline.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Settlement Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement to a Settlement Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Settlement Class Member's request for the same.

f. Subject to the Superior Court's availability and direction but no sooner than twenty-eight (28) calendar days after the Objection Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorneys' Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiffs. If the Superior Court grants its final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter the Final Judgment dismissing the Case with prejudice and without an award of attorneys' fees, expenses, or costs to any Party except as provided herein.

g. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continued jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

h. No later than five (5) business days following the Effective Date, Roadrunner shall initiate a transfer of the Settlement Amount to the Settlement Administrator for deposit into the QSF.

i. Within three (3) business days after the Settlement Amount is deposited into the QSF, the Settlement Administrator shall wire transfer or issue and mail checks for Service Awards, the Settlement Administration Expenses Award, and the Attorneys' Fees and Costs Award to the respective recipients thereof. Within twenty-one (21) days after the Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks.

j. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skip trace” search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class Member, Roadrunner shall instruct the member to contact the Settlement Administrator. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide Defendant with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by Roadrunner. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member’s name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq). Roadrunner will not receive any reversion of funds remaining due to uncashed checks.

k. The Settlement Agreement is not intended and shall not be interpreted or construed as creating residual funds. Funds that are unclaimed shall be allocated equally to Settlement Class Members who submit valid and timely claim forms and W9s. Nothing shall revert to Roadrunner.

l. If the Superior Court does not grant preliminary or final approval of the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Superior Court’s Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

#### **9. No Effect on Employee Benefits.**

This Settlement, and any payments made thereunder to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

#### **10. Miscellaneous Provisions.**

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement).

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

f. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

g. Plaintiffs and Roadrunner believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, considering all relevant factors, present and potential.

h. Class Counsel and/or the Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

i. The Parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

j. This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed an original, and all of which together shall be deemed one and the same instrument. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

IT IS SO AGREED.

*Signature Page to Follow*



**COUNSEL FOR PLAINTIFFS AND  
PROPOSED CLASS COUNSEL**

**ENTENTE LAW PLLC**

\_\_\_\_\_  
**James B. Pizl**, Principal

Dated: \_\_\_\_\_

**CLASS REPRESENTATIVES**

\_\_\_\_\_  
**Amber N. Pizl**, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Anthony Rogers**, individually and on  
behalf of the Settlement Class

Dated: \_\_\_\_\_

**COUNSEL FOR DEFENDANT  
ROADRUNNER TRANSPORTATION  
SERVICES, INC.**

**DLA PIPER LLP (US)**

\_\_\_\_\_  
**Anthony Todaro**, Partner

Dated: \_\_\_\_\_

**ROADRUNNER TRANSPORTATION  
SERVICES, INC.**

\_\_\_\_\_  
By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_