

CLASS SETTLEMENT AGREEMENT

Chanel Pierre et al. v. Covenant Transport, Inc. King County Superior Ct. Case No. 24-2-13005-5 SEA

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Named Plaintiffs Chanel Pierre, Anthony Rogers, and Carl Schenk (collectively, “Plaintiffs”), both individually and on behalf of the proposed Settlement Class (defined below), on the one hand, and Defendant Covenant Transport, Inc. (“Defendant”), on the other hand, to resolve all matters arising out of or relating to the matter of *Chanel Pierre et al. v. Covenant Transport, Inc.*, currently pending in King County Superior Court as Case No. 24-2-13005-5 SEA (the “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the King County Superior Court (the “Court”). For purposes of this Settlement Agreement, Plaintiffs and Defendant are referred to individually as a “Party” and collectively as the “Parties.”

SETTLEMENT AMOUNT

Pursuant to the terms and conditions set forth herein, Defendant will pay a minimum of **\$288,125** (the “Minimum Settlement Fund”) and a maximum of **\$412,500** (the “Maximum Settlement Fund”) to resolve and release all of the claims alleged in the Action as set forth in further detail hereafter, inclusive of all settlement payments, attorneys’ fees and costs, service awards, and settlement administration costs.

BACKGROUND

1. On June 11, 2024, Plaintiff Anthony Rogers filed the Class Action Complaint for Violations of Washington’s Wage Transparency Law (the “Complaint”) in the Action, alleging violations of RCW 49.58.110 and seeking damages, injunctive relief, and declaratory relief, as well as costs and attorneys’ fees.

2. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

All individuals who submitted job applications on-line to, and for, a team driver position with Defendant in the State of Washington during the period of time from January 1, 2023 to June 17, 2024 (the “Settlement Class Period”) (collectively, the “Settlement Class”).

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 14(b), below.

3. The Settlement Class Period is January 1, 2023 through June 17, 2024.

4. Defendant represents that there are approximately 275 Settlement Class Members. As a condition of settlement, within 30 days after execution of this Settlement Agreement, Defendant shall provide a declaration verifying its representation of the class size. If the total number of Settlement Class Members increases, the Gross Settlement Amount shall increase pro rata, otherwise Class Counsel shall have the option to void this Agreement, as detailed in Paragraph 23, below.

5. By entering into this Settlement Agreement and the settlement described herein, Defendant does not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Complaint, nor shall this Settlement Agreement or the settlement described herein constitute an admission of any liability or the propriety of class certification for litigation purposes. This Settlement Agreement and the settlement described herein reflect the Parties' good faith compromise of the claims alleged in the Action, based upon assessment of the mutual risks and costs of further litigation.

6. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

SETTLEMENT TERMS

7. **Minimum Settlement Fund and Maximum Settlement Fund:** As detailed more thoroughly below, Defendant will pay a minimum of **\$288,125** (the "Minimum Settlement Fund") and a maximum of **\$412,500** (the "Maximum Settlement Fund"), subject to the terms and provisions of this Settlement Agreement, with the specific amount of the payment actually due and owing by Defendant under this Settlement Agreement (the "Settlement Fund") being based on the number of Settlement Claimants who submit a valid and timely Claim Form, as detailed in Paragraph 8.

8. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment that Defendant will make under this Settlement Agreement to all Settlement Claimants, including attorneys' fees and costs, Plaintiffs' service awards, and Settlement Administrator's costs. "Settlement Claimants" means those Settlement Class Members who do not exclude themselves from the settlement and who submit a timely and valid Claim Form. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the total money due under this settlement to make payments of settlement awards to the Settlement Claimants (the "Net Settlement Fund"), calculated pursuant to Paragraph 17(b); (b) the attorneys' fees and costs award, as approved by the Court and as described in Paragraph 9; (c) the class representative and named Plaintiffs service awards, as approved by the Court and as described in Paragraph 10; and (d) the settlement administration award paid to the Settlement Administrator, as approved by the Court and as described in Paragraph 12. The payment of the Settlement Fund by Defendant shall settle and forever resolve all of the claims being released by this Settlement Agreement (i.e., the Released Claims defined in Paragraphs 18 and 19, below). The settlement payments are not being made for any other purpose and the Parties expressly understand and agree that such payments shall not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant (notwithstanding any contrary language or agreement in any benefit or compensation plan

document that might have been in effect during the period covered by this Settlement Agreement). In addition, to the maximum extent permitted by law, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

9. **Attorneys' Fees and Costs:** "Plaintiffs' Counsel" refers to Plaintiffs' Counsel in this Action, Ackermann & Tilajef, P.C. Plaintiffs' Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees in the amount of up to **\$123,750** (approximately 30 percent of the Maximum Settlement Fund), plus **\$15,000** in costs and expenses, in connection with their pursuit of this matter, and all of the work remaining to be performed by Plaintiffs' Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings (if any), carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees and costs shall be paid from the Settlement Fund. Plaintiffs' Counsel represents that, other than Ackermann & Tilajef, P.C., no individuals or law firms represent Plaintiffs or the Settlement Class in connection with this Action or have any right to seek reimbursement of fees or expenses in connection with this Action. Plaintiffs' Counsel also represents that, as of the date they execute this Settlement Agreement, they do not represent any individual who intends to make a similar claim against Defendant or its subsidiaries and who would not be covered by this Settlement Agreement. Plaintiff's Counsel will be responsible to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the attorneys' fees and costs.

10. **Service Awards:** Plaintiffs' Counsel may apply to the Court for, and Defendant will not oppose, a class representative service award totaling **\$10,000** to Plaintiff Chanel Pierre in addition to her share of the common fund and in consideration for serving as Class Representative. Plaintiffs' Counsel may also apply to the Court for, and Defendant will not oppose, named plaintiff service awards totaling up to **\$500** (\$250 each) to Plaintiffs Anthony Rogers and Carl Schenk (who are named Plaintiffs but not part of the Settlement Class). The service awards shall be paid from the Settlement Fund. Plaintiffs will receive a Form 1099-MISC for their service awards prepared by the Settlement Administrator, and they will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount. As a condition for receiving and retaining the service awards, Plaintiffs shall agree to a full release/general release in favor of the Released Parties (defined below). Defendant shall have no responsibility or liability for any federal or state taxes owed in connection with the service award, and Plaintiff agrees to indemnify and hold Defendant harmless from any claim for unpaid taxes for the service award paid to him from any taxing authority.

11. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees and costs referenced above in Paragraph 9, or for the service award referenced above in Paragraph 10, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiff or Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's Counsel's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts are available for distribution to the Settlement Claimants as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Settlement Claimants subject to the calculation formulas

described herein. Any amount not awarded in attorneys' fees and costs and/or service award, which is not challenged via appeal by Plaintiff's Counsel, may be distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

12. Settlement Administrator's Costs: The settlement will be administered by Settlement Administrator CPT Group ("Settlement Administrator"). The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Class List to be provided by Defendant, so that it is updated prior to the Class Notice ("Notice") and Claim Form being sent; creating and maintaining a publicly-available settlement website capable of accepting Claim Form submissions from Settlement Claimants; emailing, printing and mailing the Court-approved Notice and Claim Form; performing necessary additional skip traces on Notices, Claim Forms, and/or checks returned as undeliverable; calculating Settlement Claimants' shares of the Net Settlement Fund; preparing and mailing of settlement checks; responding to Settlement Class Member inquiries as appropriate; preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies; and generally performing all normal and customary duties associated with the administration of such settlements. All costs for the Settlement Administrator's services will be paid out of the Settlement Fund and shall not exceed **\$15,000**. In the event the actual costs incurred for engaging the settlement administrator are less than **\$15,000**, as part of the final disbursement of the settlement funds, Settlement Claimants shall receive the difference between the **\$15,000** figure referenced herein and the actual costs incurred for engaging the settlement administrator, to be distributed *pro-rata*.

13. Compilation of Class List: Within 30 days after the Preliminary Approval Order is entered (see Paragraph 21 below), Defendant will provide only to the Settlement Administrator the full name (if known and reasonably accessible), address (if known and reasonably accessible), phone number (if known and reasonably accessible), and email address (if known and reasonably accessible) of each Settlement Class Member (the "Class List"). The Settlement Administrator will perform normal and customary email address verification as necessary prior to the emailing of the Notice and Claim Form to the Settlement Class, and will notify Defendant's Counsel and Plaintiffs' Counsel of any issues regarding the Class List immediately. The Settlement Administrator and Defendant's Counsel shall resolve any issues within 7 days after receipt of the Class List.

14. Notice Period and Notice Procedure: Within 14 days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members by mail (if a physical address is known and reasonably accessible) and/or email (if an email address is known and reasonably accessible) the Court-approved Notice and Claim Form, proposed drafts of which are attached hereto as **Exhibits A and B**, respectively. The Notice mailed and/or emailed to all Settlement Class Members will advise each Settlement Class member of: his or her estimated minimum payment amount (approximately **\$1,047.73**), the maximum payment amount (**\$5,000**), and of his or her right to submit a Claim Form (either by mail, email, or online through a settlement website maintained by the Settlement Administrator), request exclusion, or object to the settlement. The Notice will provide a unique login and passcode for each Settlement Class Member to prevent fraudulent submissions. The Claim Form will also require Settlement Claimants to

provide information verifying their identity and to attest that they are eligible Settlement Class Members. Settlement Class Members shall have 60 days from the date of mailing or emailing to submit a Claim Form (either by mail, email, or online through a settlement website maintained by the Settlement Administrator), request exclusion, or object (“Notice Period”). Settlement Class Members who request exclusion from the settlement shall not have a right to object to the settlement or to submit a Claim Form.

- a. **Claims Procedure:** To become a Settlement Claimant and receive a payment, a Settlement Class Member must not exclude themselves and must submit a timely, valid Claim Form to the Settlement Administrator by mail, email, or online submission via the settlement website. The Claim Form must be submitted or postmarked no later than 60 days from the date of mailing of the Notice. Any Settlement Class Member who submits a Claim Form after 60 days will be considered for a payment at the discretion of the Defendant. In order to avoid initial tax withholdings, Settlement Class Members may also submit an IRS Form W-9. Any Settlement Claimant who does not submit an IRS Form W-9 shall be subject to initial tax withholdings prior to issuance of their individual settlement payment. For a Claim Form to be considered valid and complete, the Claim Form must include all of the following information: (i) the Settlement Class Member’s full name, address, and telephone number or e-mail address; (ii) Social Security Number (for tax reporting); (iii) a statement confirming that the Settlement Class Member qualifies as a Settlement Class Member (using the definition above) and is eligible to assert a claim for damages under RCW 49.58.110; (iv) the Settlement Class Member’s signature; and (v) date signed.
- b. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 60 days from the date of sending of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member’s full name; (ii) the Settlement Class Member’s address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, “I request to be excluded from the class action settlement in *Chanel Pierre et al. v. Covenant Transport, Inc.*”; and (iv) the Settlement Class Member’s (or his or her attorney’s) signature and date signed. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Settlement Class Member, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement award, and shall not be bound by this Settlement Agreement or the Final Judgment.
- c. **Objection Procedure:** Any Settlement Class Member who does not request exclusion from the settlement and who wishes to object to the settlement must submit the objection in writing to the Court and the Parties’ Counsel, postmarked no later than 60 days from the date of sending of the Notice. To be considered valid, an objection must include: (i) the Settlement Class Member’s full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reason(s) why he or she objects to the settlement; (iv) the name and address of his

or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; and (vi) the Settlement Class Member's (or his or her attorney's) signature and date signed. If a Settlement Class Member wishes to object to the settlement, he or she must not request exclusion. No Settlement Class Member may be heard at the Final Approval Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement.

- d. **Effect of Taking No Action:** Except for those Settlement Class Members who exclude themselves in compliance with Paragraph 14(b), all Settlement Class Members will be deemed to be members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent a Settlement Class Member presents a timely objection to this settlement pursuant to the procedures set out above, the Settlement Class Members and Plaintiff waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
- e. **Undeliverable Notice:** Any Notices and Claim Forms returned as undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice or Claim Form is returned as undeliverable, such person shall be permitted the greater of the time remaining under the 60-day notice period associated with the initial mailing or 30 days from any re-mailing of the Notice and Claim Form to submit a Claim Form, request exclusion, or object to the class action settlement.
- f. **Weekly Updates:** After the Notice and Claim Forms are mailed and emailed, the Settlement Administrator shall provide the Parties with weekly updates on the status of claims, requests for exclusion, and objections. The Settlement Administrator shall also advise the Parties as to whether or not it will be sending the Supplemental Notice pursuant to Paragraph 14(g).
- g. **Supplemental Notice:** If the number of Settlement Claimants is less than or equal to 30% of the Settlement Class as of the half-way point in the notice period (i.e., 30 days after the initial mailing date), Plaintiffs' Counsel, in their sole discretion, may authorize and direct the Settlement Administrator to send a follow up email (the "Supplemental Notice"), a proposed draft of which is attached hereto as **Exhibit C**, to the members of the Settlement Class who have not opted out and who have not submitted a Claim Form and for whom it has an email address reminding them of the deadline in which to submit their Claim Form.
- h. **Administrator Report and Declaration:** No later than 5 days before the deadline

for Plaintiffs' Counsel to provide a draft of the Final Approval Motion to Defendant's Counsel, the Settlement Administrator will provide to Plaintiffs' Counsel and Defendant's Counsel: (1) a report identifying Settlement Class Members (by first and last name), Settlement Claimants (by first and last name), requests for exclusion (by first and last name), and objections (identifying the objecting Settlement Class Members by first and last name and providing copies of the objections), with the version provided to Plaintiffs' Counsel replacing the name of each Settlement Class Member or Settlement Claimant with a unique numerical identifier; and (2) a draft declaration regarding the emailing, tracking, and processing of the Notices and Claim Forms.

15. **No Solicitation of Exclusions or Objections:** The Parties will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from or object to the settlement.

16. **Challenges to Class List:** To be considered timely, any dispute raised by an alleged, proposed member of the Settlement Class about their omission from the Class List must be submitted to the Settlement Administrator and/or Plaintiffs' Counsel by the alleged, proposed member of the Settlement Class within 60 days of the sending of the Notice. To the extent it is reasonably accessible and available, Defendant will provide the Settlement Administrator with information and/or documentation demonstrating why the alleged, proposed member of the Settlement Class was not properly a member of the Settlement Class. Unless the proposed Settlement Class Member can establish that he or she should have been included on the Class List based on documentary evidence, Defendant's records will control. Plaintiffs' Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by Defendant and the alleged, proposed member of the Settlement Class, and shall be the final arbiter of disputes relating to an alleged, proposed member of the Settlement Class's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering the settlement, subject to final review, determination, and approval by the Court.

17. **Payments to Settlement Claimants:**

- a. Settlement Class Members must submit a timely, valid Claim Form to receive a payment. Settlement Class Members who do not exclude themselves from the settlement (opt out) and who submit a timely, valid Claim Form are referred to as "Settlement Claimants."
- b. All Settlement Claimants will be eligible to receive an equal share of the Net Settlement Fund, which is to be allocated amongst the Settlement Claimants pro-rata up to a maximum of **\$5,000** per Settlement Claimant, with any amounts beyond **\$5,000** per Settlement Claimant being paid out 100% to the Legal Foundation of Washington ("Residual Funds"). The amount of the Settlement Fund shall be based on the number of Settlement Claimants. If the number of Settlement Claimants is less than or equal to approximately 50% of the total Settlement Class (i.e., 137 Settlement Class Members), Defendant shall pay the amount of the Minimum

Settlement Fund set forth above (i.e., **\$288,125**). For every Settlement Claimant above 50% of the total Settlement Class (i.e., every Settlement Claimant beyond the initial 137 Settlement Class Members referenced above), the value of the Net Settlement Fund shall increase by **\$1,047,73**, subject to the total maximum value of the settlement reaching the amount of the Maximum Settlement Fund (i.e., **\$412,500**).

- c. Settlement payments will be characterized as non-wages/statutory damages. The Settlement Administrator will prepare an IRS Form 1099-MISC for each Settlement Claimant that reflects their settlement payment.
- d. Settlement Claimants shall have 120 days from the date the checks are mailed by the Settlement Administrator to cash their settlement payment check.
- e. Plaintiffs, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Claimants will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Settlement Claimants agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the settlement payment from any taxing authority.

18. General Release of Claims Provided by the Named Plaintiffs: The Named Plaintiffs Chanel Pierre, Anthony Rogers, and Carl Schenk agree that they will not opt out of the settlement. Upon entry of Final Judgment (as defined below in Paragraph 24), the Named Plaintiffs shall release the Released Parties (as defined below in Paragraph 19) from all claims, including both known and unknown claims of any kind, up through and including the date of preliminary approval of the settlement. Plaintiffs will also agree not to apply for future employment with Defendant Covenant Transport, Inc., Covenant Transport Solutions, LLC, Star Transportation, LLC, Landair Logistics, Inc., Landair Transport, Inc., CTG Leasing Company, Transport Management Services, LLC, AAT Carriers, Inc., and Lew Thompson & Son Trucking, Inc. If Plaintiffs apply for future employment with Defendant or any of the aforementioned entities for any reason, they may reject Plaintiffs' applications pursuant to this agreement without further consideration.

19. Release of Claims from the Settlement Class Members: Upon entry of Final Judgment (as defined below in Paragraph 24), all Settlement Class members who do not opt out of the Settlement will release the Released Parties (defined below) from all claims that were alleged or could have been alleged in the lawsuit based on the same or substantially similar facts, including claims under any federal, state, or local law through the date of preliminary approval of the settlement ("the Released Claims"). The Released Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any claims for relief under RCW 49.58.060 or RCW 49.58.070, actual damages, statutory damages, interest, and attorneys' fees and costs relating to any of the foregoing. All Settlement Class Members have an opportunity to submit a Claim Form by identifying themselves as a member of the Settlement Class who is asserting a claim for damages under RCW 49.58.110. Accordingly, all Settlement Class Members who do not request exclusion from the Settlement as defined in Paragraph 14(b),

whether they submit a Claim Form or not, will release these Released Claims. The “Released Parties” are (i) Defendant and its parents, subsidiaries, affiliates, insurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

20. **Court Approval:** Except as otherwise provided above, the failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As agreed to above, this Paragraph does not apply to the failure of the Court to approve the attorneys’ fees and costs in Paragraph 9 or the service awards in Paragraph 10. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any Party, all of whom shall be restored to their respective positions in this Action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this Action or any other action or proceeding for any purpose.

21. **Preliminary Approval Order:** As soon as practicable, Plaintiffs and Plaintiffs’ Counsel shall apply to the Court for the entry of a Preliminary Approval Order which would accomplish the following: (a) preliminarily approves the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class and appoints Plaintiff Chanel Pierre as Settlement Class Representative and Plaintiffs’ Counsel, Ackermann & Tilajef, P.C., as counsel for the Settlement Class for purposes of the settlement only; (c) preliminarily approves the Settlement Administrator selected by the Parties and preliminarily approves payment of the Settlement Administrator’s reasonable costs, subject to final review and approval by the Court; (d) preliminarily approves an award of attorneys’ fees and costs to Plaintiffs’ Counsel, subject to final review and approval by the Court; (e) preliminarily approves a class representative service award to Plaintiff Chanel Pierre and named plaintiff service awards to Plaintiffs Anthony Rogers and Carl Schenk, subject to final review and approval by the Court; (f) approves, as to form and content, the proposed Notice and Claim Form attached hereto as Exhibits A and B, respectively; (g) directs the mailing and emailing of the Notice and Claim Form to the Settlement Class Members; (h) authorizes the emailing of the Supplemental Notice in the form attached hereto as Exhibit C to the Settlement Class Members who have not requested exclusion and who have not submitted a claim form as of the 30th day of the notice period, in accordance with Paragraph 14(a), above; and (i) schedules a final approval hearing on the question of whether the settlement, including the payment of attorneys’ fees and costs and the service awards, should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 7 business days before filing the motion for preliminary approval, Plaintiffs’ Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant’s Counsel for their review and comments. Defendant’s Counsel shall promptly provide Plaintiffs’ Counsel a redlined draft with any proposed changes, which Plaintiffs’ Counsel shall consider in good faith.

22. **Final Approval Order:** In conjunction with the request for final approval of the

settlement provided for in this Settlement Agreement, Plaintiffs' Counsel will submit a proposed final order and judgment ("Final Approval Order"): (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees and costs to Plaintiffs' Counsel; (c) approving the service awards to Plaintiffs; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiffs and Settlement Class Members from initiating or pursuing any Released Claims; and (f) dismissing the Action on the merits and with prejudice. Not later than 7 days prior to the submission of the motion(s) seeking the foregoing, Plaintiffs' Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments. Defendant's Counsel shall promptly provide Plaintiffs' Counsel a redlined draft with any proposed changes, which Plaintiffs' Counsel shall consider in good faith.

23. Contingent Right to Void the Settlement Agreement. Defendant has the option to void the Settlement Agreement if more than ten percent (10%) of the Settlement Class Members exclude themselves from the settlement. Defendant shall exercise this right within ten (10) days after receiving the report from the Settlement Administrator described in Paragraph 14(h). In the event Defendant exercises this right, the Parties will be returned to their respective positions that existed prior to their entry into this Settlement Agreement (as described more thoroughly in Paragraph 20, above). In the event that, as of the hearing on Plaintiffs' Motion for Final Approval, the Class contains five percent (5%) or more Class Members than the number of Class Members designated by Defendant in Paragraph 4 of this Settlement, then Plaintiffs will have the right to void this Agreement unless Defendant agrees to proportionately increase the Settlement Fund to account for all Class Members beyond the original 275 figure. Class Counsel shall notify Defendant's Counsel within five (5) calendar days in advance of the hearing on Plaintiffs' Motion for Final Approval.

24. Effective Date: This Settlement Agreement shall become effective when the settlement is considered "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" or "Final Judgment" mean: (a) in the event that the Court has entered the Final Approval Order and there were no timely objections filed, or that any timely objections have been withdrawn, then thirty-one (31) days following the Court's entry of its Final Approval Order; or, (b) in the event that one or more timely objections has/have been filed and not withdrawn, then thirty-one (31) days following the Court's entry of its Final Approval Order, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be Final when the applicable appellate courts have rendered a final decision or opinion affirming the Court's final approval without material modification, and a mandate has been entered (i.e., the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof), such that the Final Approval Order is not subject to further adjudication, appeal, or review. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendant shall have no obligation to make any payments to the Settlement Class Members, Plaintiffs, Plaintiff's Counsel, or the Settlement Administrator; (c) any Preliminary Approval Order, Final Approval Order, or judgment, shall be

vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

25. **Funding of Settlement:** Within 30 days of the later of the Effective Date or the date the Settlement Administrator notifies Defendant that it has established the Qualified Settlement Fund and provides wiring instructions to Defendant (“Funding Date”), Defendant shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund, an account specifically created by the Settlement Administrator for the administration of this settlement. Within 14 days of the Funding Date, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement payments from the Net Settlement Fund to all Settlement Claimants; (b) Plaintiffs’ Counsel’s attorneys’ fees and costs; (c) Plaintiffs’ service awards; and (d) the Settlement Administrator’s costs. Settlement Claimants will have 120 days from the date of issuance to cash their settlement checks.

26. **Uncashed Funds:** “Uncashed Funds” are the funds associated with checks sent to Settlement Claimants that remain uncashed and/or undelivered after the 120-day check cashing period referenced in Paragraph 25, above. All Uncashed Funds shall be disbursed to the State of Washington Unclaimed Property Fund in the name of Settlement Claimant(s) who have not cashed their checks. In such event, those Settlement Claimants will be deemed to have waived irrevocably any right in or claim to a settlement award, but the Settlement Agreement nevertheless will be binding upon them.

27. **Residual Funds:** “Residual Funds” are any funds that remain of the Minimum Settlement Fund after the payment of all approved Settlement Claimant payments, attorneys’ fees and costs, service awards, and settlement administration costs, should less than 50 percent of all Settlement Class Members submit a Claim Form. One hundred percent (100%) of the Residual Funds shall be paid out to the Legal Foundation of Washington.

28. **Deadlines:** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CR 6(a)), such time period shall be continued to the following business day. For illustrative purposes, and recognizing that certain of the deadlines listed herein may be continued due to unforeseen delay on the part of the Parties and/or by order of the Court, the following schedule provides an outline of the deadlines required under this Settlement Agreement:

EVENT	DATE
Plaintiffs’ Counsel to provide draft Motion for Preliminary Approval of Settlement to Defendant’s Counsel	7 business days prior to filing Motion for Preliminary Approval
Plaintiffs’ Counsel to File Motion for Preliminary Approval of Settlement	No sooner than 7 business days after providing draft Motion for Preliminary Approval of Settlement to Defendant’s Counsel

Preliminary Approval Order	TBD
Defendant's Counsel to Provide Settlement Administrator with Class List	30 days after Preliminary Approval Order
Settlement Administrator and Defendant's Counsel to resolve any issues with Class List	7 days after Defendant's Counsel provides the Class List to the Settlement Administrator
Start of Notice Period, Settlement Administrator to email and mail Notices to Settlement Class Members	14 days after Defendant's Counsel provides the Class List to the Settlement Administrator
Settlement Administrator to send Supplemental Notice to Settlement Class Members pursuant to Paragraph 14(f)	30 days after start of the Notice Period
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 days after start of the Notice Period
Settlement Administrator to provide to Plaintiffs' Counsel and Defendant's Counsel: (1) report identifying Settlement Claimants, exclusions, and objections; and (2) draft declaration regarding Notice	5 days prior to draft Motion for Final Approval due to Defendant's Counsel from Plaintiffs' Counsel
Plaintiffs' Counsel to provide Defendant's Counsel with draft Motion for Final Approval	7 days prior to the deadline to file the Motion for Final Approval
Plaintiffs' Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 140 days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to provide estimated settlement payment distributions to Plaintiffs' Counsel and Defendant's Counsel.	14 days after Final Approval Order
Effective Date	31 days after Final Approval Order

Funding Date	30 days after the Effective Date
Mailing of settlement checks, payment of attorneys' fees and costs, service awards, and Settlement Administrator's costs	14 days after the Funding Date
Deadline for Settlement Claimants to cash settlement checks	120 days after mailing of settlement checks
Residual Funds to be disbursed to the Legal Foundation of Washington, and Uncashed Funds to be disbursed to the State of Washington Unclaimed Property Fund, respectively	130 days after mailing of settlement checks

29. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

30. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, and consistent with the terms hereof, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

31. **Publicity:** Following preliminary approval, information regarding the terms of settlement may be provided on a website maintained by the Settlement Administrator. The website shall also include a mechanism for Class Members to submit a Claim Form online. Plaintiffs' Counsel represents that they have no present intention to publish or issue any press releases or public statements regarding the Action or Settlement except as expressly providing herein and/or in declarations submitted to the Court in support of motions for preliminary approval, final approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement.

32. **No Prior Assignments:** The Parties each hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

33. **Construction:** The Parties hereto agree that the terms and conditions of this

Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between their respective counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

34. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

35. **Attorneys' Fees and Costs:** The prevailing party in any dispute related to the enforcement of this Settlement Agreement shall be entitled to reasonable attorneys' fees and costs necessarily incurred related to the dispute.

36. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

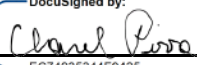
37. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

38. **Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

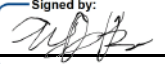
39. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

40. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

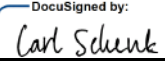
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 EC7493534459425
 Chanel Pierre, Plaintiff and Representative of Settlement
 Class

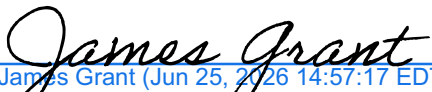
Dated: 6/17/2026 | 2:12 PM PDT

Signed by:

 1FBC07DCAD11FE
 Anthony Rogers, Plaintiff

Dated: 6/17/2026 | 1:18 PM PDT

DocuSigned by:

 C3B0A97145B4462
 Carl Schenk, Plaintiff

Dated: 06/25/2026


James Grant (Jun 25, 2026 14:57:17 EDT)

Covenant Transport, Inc., Defendant

By: James Sherman Grant, III

Its: Treasurer