

Amendment No. 1 to Class Action Settlement Agreement and Release

Defendant Swift Transportation Company of Arizona, LLC, and the representative Plaintiffs: (1) Troy Slack; (2) Jacob Grismer; (3) Richard Erickson; (4) Scott Praye; (5) Gary H. Roberts; (6) Robert P. Ullrich; (7) Henry Ledesma; (8) Timothy Helmick; (9) Dennis Stuber; and (10) Sean P. Forney (collectively “Class Representatives”), agree that the Class Action Settlement Agreement and Release dated September 20, 2017 in the case *Slack, et al. v. Swift Transportation Co. of Arizona, LLC* (“Settlement Agreement”), Case No. 3:11-cv-05843-BHS (W.D. Wash.) is hereby amended as set forth below. The amendment is made pursuant to the Settlement Agreement, § VI.L, and is subject to Court approval. Capitalized terms in this amendment have the same meaning as set forth in the Settlement Agreement, except where indicated.

1. The definition of the “Class Period” in the Settlement Agreement at § I.E is hereby amended, changed, replaced, and superseded by the following definition:

“Class Period” means the time period between July 18, 2008 through October 10, 2017.

2. The definition of “Dedicated Driver” in Settlement Agreement at § I.G is hereby amended, changed, replaced, and superseded by the following definition:

“Dedicated Driver” means any current or former employee driver who, at any time after July 18, 2008, was assigned by Swift to a terminal and/or customer facility physically located in the State of Washington and, during that assignment, drove routes for a single specified customer account. For purposes of the Settlement, “Dedicated Drivers” means those who have been identified by Ms. Angela Sabbe in the Expert Report of Angela Sabbe (dated September 15, 2016), as supplemented with data provided by Ms. Sabbe in October, 2017 and which was adopted and employed by the parties in this case.

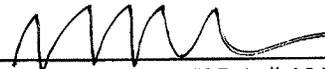
3. The parties intend that the payments described in the Settlement Agreement and tendered by Swift will settle all claims asserted by the Class of Washington-based Dedicated

Drivers, including, without limitation, all claims for orientation pay; per diem pay; and all claims for overtime that were worked by the Washington-based Dedicated Drivers while assigned to a Washington terminal, and Plaintiffs acknowledge that payment tendered by Swift for the settlement is complete consideration for all Released Claims.

All other provisions of the Settlement Agreement remain unchanged.

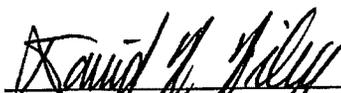
SIGNED AND AGREED ON BEHALF OF CLASS this 29th day of August, 2018.

HAGENS BERMAN SOBOL SHAPIRO LLP

By: 
Steve W. Berman, WSBA # 12536
Thomas E. Loeser, WSBA # 38701
Jeniphr A.E. Breckenridge, WSBA # 21410
1918 Eighth Avenue, Suite 3300
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslaw.com
jeniphr@hbsslaw.com
toml@hbsslaw.com

SIGNED AND AGREED BY SWIFT TRANSPORTATION COMPANY OF ARIZONA, LLC this 28th day of August, 2018.

WILLIAMS, KASTNER & GIBBS PLLC

By: 
Sheryl J. Willert, WSBA #08617
David W. Wiley, WSBA #08614
Jeffery M. Wells, WSBA #45840
601 Union Street, Suite 4100
Seattle, WA 98101-2380
Telephone: (206) 628-6600
Facsimile: (206) 628-6611
swillert@williamskastner.com