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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Robert Hagins, et al.,
Plaintiffs,
v.
Knight-Swift Transportation Holdings
Incorporated,
Defendant.

No. CV-22-01835-PHX-ROS
**FINAL APPROVAL ORDER AND
FINAL JUDGMENT**

This action came before the Court for a final Fairness Hearing, held on May 6, 2026, at 10:00 a.m., on a proposed Settlement (the “Settlement”) of this class action (the “Action”). The issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED as follows:

To the extent not otherwise defined herein, all terms shall have the same meaning as used in the Settlement Agreement & Stipulation executed on October 23, 2025 (“Settlement Agreement”).

The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Members of the Settlement Class.

The Court hereby approves and confirms the Settlement embodied in the Settlement Agreement as being a fair, reasonable, and adequate settlement and compromise of this Action, adopts the Settlement Agreement as its Judgment, and Orders that the Settlement Agreement shall be effective, binding, and enforced according to its terms and conditions.

The Court determines that Plaintiffs have asserted claims on behalf of the Knight-

1 Swift Retirement Plan (the “Plan”) to recover losses alleged to have occurred as a result of
2 violations of the Employee Retirement Income Security Act of 1974, as amended,
3 29 U.S.C. § 1001 *et seq.* (“ERISA”).

4 The Court determines that the Settlement, which requires the payment of \$3,000,000
5 on behalf of Defendant, has been negotiated vigorously and at arm’s length by Class
6 Counsel, with the assistance of two private mediators, including a full day of mediation
7 with the Honorable David K. Duncan (Ret.) presiding as a mediator, and further finds that,
8 at all times, Plaintiffs have acted independently and that their interests are identical to the
9 interests of the Plan and the Settlement Class. The Court further finds that the Settlement
10 arises from a genuine controversy between the Parties and is not the result of collusion, nor
11 was the Settlement procured by fraud or misrepresentation.

12 The Court finds that the Plan’s participation in the Settlement is on terms no less
13 favorable than Plaintiffs’ and the Settlement Class’s and that the Plan does not have any
14 additional claims above and beyond those asserted by Plaintiffs that are released as a result
15 of the Settlement.

16 The Court determines that the Settlement is not part of an agreement, arrangement,
17 or understanding designed to benefit a party in interest, but rather is designed and intended
18 to benefit the Plan, and the Plan’s participants and beneficiaries.

19 Accordingly, the Court determines that the negotiation and consummation of the
20 Settlement by Plaintiffs on behalf of the Plan and the Settlement Class does not constitute
21 “prohibited transactions” as defined by ERISA §§ 406(a) or (b), 29 U.S.C. §§ 1106(a) or
22 (b). Furthermore, the Court finds that in light of the analysis and opinion provided by the
23 Independent Fiduciary, to the extent any of the transactions required by the Settlement
24 constitute a transaction prohibited by ERISA § 406(a), 29 U.S.C. §§ 1106(a), such
25 transactions satisfy the provisions of Prohibited Transaction Exemption 2003-39. 68 Fed.
26 Reg. 75632 (2003).

27 The Court determines that the Class Notice transmitted to the Settlement Class,
28 pursuant to the Preliminary Approval Order concerning the Settlement and the other

1 matters set forth therein, was the best notice practicable under the circumstances and
2 included individual notice to all Members of the Settlement Class who could be identified
3 through reasonable efforts. Such Class Notice provides valid, due and sufficient notice of
4 these proceedings and of the matters set forth therein, including the Settlement described
5 in the Stipulation to all persons entitled to such Class Notice, and such Class Notice has
6 fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements
7 of due process.

8 The Court hereby approves the maintenance of the Action as a non-opt-out class
9 action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1) with the Settlement
10 Class being defined as:

11 All persons who were participants in or beneficiaries of the
12 Knight-Swift Transportation Holdings, Inc. Retirement Plan,
at any time between October 26, 2016 and November 26, 2025.

13 The “Class Period” shall be defined as October 26, 2016, through the date upon
14 which the Preliminary Approval Order was entered, November 26, 2025. A person was a
15 participant in or beneficiary of the Plan during the Class Period if they had an account
16 balance in the Plan during such period.

17 Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby confirms its
18 prior appointment of McKay Law, LLC; Morgan & Morgan, P.A.; and Wenzel Fenton
19 Cabasa, P.A. as Class Counsel.

20 As of the date of Final Settlement Approval and payment of the Settlement Amount,
21 Plaintiffs, the Plan, and each Member of the Settlement Class on their own behalf and on
22 behalf of their present or former agents, employees, attorneys, accountants, representatives,
23 advisers, investment bankers, trustees, parents, heirs, estates, executors, administrators,
24 successors, and assigns, shall be deemed to have released each and all of the Releasees
25 from the Released Claims.

26 As of the date of Final Settlement Approval and payment of the Settlement Amount,
27 Defendant, including its present or former agents, employees, attorneys, accountants,
28 representatives, advisers, investment bankers, trustees, parents, heirs, estates, executors,

1 administrators, successors, and assigns, shall be deemed to have released the Released
2 Parties from any claims that may have arisen out of this Action.

3 As of the date of Final Settlement Approval and payment of the Settlement Amount,
4 all Release provisions in the Settlement Agreement shall be given full force and effect in
5 accordance with each and all of their express terms and provisions, including those terms
6 and provisions relating to unknown, unsuspected, or future claims, demands, or causes of
7 action. Further, Plaintiffs assume for themselves, and on behalf of the Settlement Class,
8 and Defendant assume the risk of any subsequent discovery of any matter, fact, or law,
9 that, if now known or understood, would in any respect have affected or could have affected
10 any such Person's entering into the Stipulation.

11 The Court further determines that Defendant has fully complied with the notice
12 requirements of the Class Action Fairness Act of 2005, to the extent possible.

13 All members of the Settlement Class and the Plan are hereby barred and enjoined
14 from the institution and prosecution, either directly or indirectly, of any other actions in
15 any court asserting any and all Released Claims against any and all Releasees.

16 The litigation expenses incurred by Class Counsel in the course of prosecuting this
17 action are reasonable. Accordingly, Class Counsel is awarded expenses in the amount of
18 \$133,027.53, to be paid from the Qualified Settlement Fund. The attorney's fees sought by
19 Class Counsel in the amount of thirty-three percent (33%) (i.e., \$1,000,000.00) of the
20 common fund established in this Action are reasonable in light of the successful results
21 achieved by Class Counsel, the monetary benefits obtained in this Action, the substantial
22 risks associated with the Action, Class Counsel's skill and experience in class action
23 litigation of this type, and the fee awards in comparable cases.

24 Plaintiffs Robert Hagins and Tommie Woodward are hereby awarded case
25 contribution awards in the amount of \$10,000 each.

26 Class Counsel's attorney's fees and Plaintiffs' case contribution awards shall be
27 paid pursuant to the timing requirements described in the Settlement Agreement.

28 The Plan of Allocation is approved as fair, reasonable, and adequate. The Settlement

1 Administrator may exercise discretion for the limited subset of Class Members whose year-
2 end account balances are not available for 2016 and 2017 due to a transition in recordkeeper
3 for the Knight Transportation, Inc. plan by crediting those class members with the average
4 account balance for participants in that plan during those years, subject to approval by
5 Class Counsel. Any modification or change in the Plan of Allocation that may hereafter be
6 approved shall in no way disturb or affect this Judgment and shall be considered separate
7 from this Judgment.

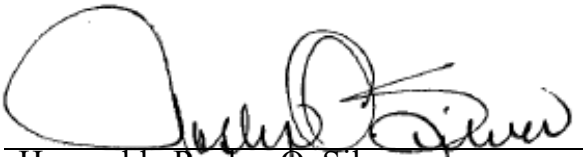
8 Without affecting the finality of this Judgment, the Court retains jurisdiction for
9 purposes of implementing the Settlement Agreement and reserves the power to enter
10 additional orders to effectuate the fair and orderly administration and consummation of the
11 Settlement, as may from time to time be appropriate, and resolution of any and all disputes
12 arising thereunder.

13 Pursuant to the Settlement, the Complaint and the Action against Defendant are
14 **DISMISSED WITH PREJUDICE**. The Clerk of Court shall close this case.

15 **SO ORDERED.**

16 Dated this 7th day of May, 2026.

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Honorable Roslyn O. Silver
Senior United States District Judge