

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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
**ORDER PRELIMINARILY
APPROVING SETTLEMENT**

Currently before the Court for preliminary approval is a Settlement (the “Settlement”) of *Hagins, et al. v. Knight-Swift Transportation Holdings, Inc.*, Case No. 2:22-cv-01835 (D. Ariz.) (the “Action”) wherein Plaintiffs have asserted claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.* (“ERISA”), with respect to the Knight-Swift Transportation Holdings, Inc. Retirement Plan (the “Plan”) against Defendant Knight-Swift Transportation Holdings, Inc. (“Defendant” or “Knight-Swift”). The terms of the Settlement are set out in a Settlement Agreement & Stipulation (“Settlement Agreement”) executed on October 23, 2025, which has been signed by Plaintiffs’ Counsel on behalf of the proposed Settlement Class and Defendant’s Counsel on behalf of Defendant (collectively, the “Parties”). Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Settlement Agreement. The “Settlement Class” is defined in this Order below.

Having considered Plaintiffs’ Unopposed Motion for Preliminary Approval of Class

1 Action Settlement (Doc. 78) and the Settlement Agreement attached thereto in order to
2 determine, among other things, whether the Settlement is sufficient to warrant the issuance
3 of notice to members of the proposed Settlement Class,

4 **IT IS ORDERED** granting the Unopposed Motion for Preliminary Approval of
5 Class Action Settlement (Doc. 78) as follows:

6 **Jurisdiction.** The Court has jurisdiction over the subject matter of this Action and
7 over all Parties to this Action, including all members of the Settlement Class.

8 **Class Findings.** The Court preliminarily finds, for purposes of the Settlement, that
9 the requirements of the Federal Rules of Civil Procedure, the United States Constitution,
10 the Local Rules of Civil Procedure for the District of Arizona, and any other applicable
11 law have been met as to the Settlement Class, in that:

- 12 (a) The Settlement Class is ascertainable from records kept with respect to the Plan
13 and from other objective criteria, and the members of the Settlement Class are
14 so numerous that their joinder before the Court would be impracticable.
- 15 (b) Based on allegations in Plaintiffs' Complaint (the "Complaint"), the Court
16 preliminarily finds that there are one or more questions of fact and/or law
17 common to the Settlement Class.
- 18 (c) Based on allegations in the Complaint, the Court preliminarily finds that the
19 claims of Plaintiffs are typical of the claims of the Settlement Class.
- 20 (d) Plaintiffs will fairly and adequately protect the interests of the Settlement Class
21 in that: (i) the interests of Plaintiffs and the nature of their alleged claims are
22 consistent with those of the members of the Settlement Class; (ii) there are no
23 significant conflicts between or among Plaintiffs and the Settlement Class; and
24 (iii) Plaintiffs are represented by qualified, reputable counsel who are
25 experienced in preparing and prosecuting ERISA class actions of this type.
- 26 (e) The prosecution of separate actions by individual members of the Settlement
27 Class would create a risk of: (i) inconsistent or varying adjudications as to
28 individual class members, that would establish incompatible standards of

1 conduct for the parties opposing the claims asserted in the Action; or (ii)
2 adjudications as to individual class members that would, as a practical matter,
3 be dispositive of the interests of the other members not parties to the
4 adjudications, or substantially impair or impede those persons' ability to protect
5 their interests.

6 **Class Certification.** Based on the findings set out above, the Court
7 **PRELIMINARILY CERTIFIES** the following Settlement Class for settlement purposes
8 under Federal Rule of Civil Procedure 23(b)(1) in this litigation (hereinafter the
9 "Settlement Class"):

10 All persons who were participants in or beneficiaries of the Knight-Swift
11 Transportation Holdings, Inc. Retirement Plan, at any time between October
12 26, 2016 and the date upon which the Preliminary Approval Order is entered.

13 The "Class Period" shall be defined as October 26, 2016 through the date of this
14 Order. A person was a participant in or beneficiary of the Plan during the Class Period if
15 they had an account balance in the Plan during such period.

16 The Court previously certified a Class defined as: All persons who were participants
17 in or beneficiaries of the Knight-Swift Transportation Holdings, Inc. Retirement Plan, at
18 any time between October 26, 2016 and the present. (ECF No. 63 at 9.) The new definition
19 of the Settlement Class modifies the Class definition by replacing "between October 26,
20 2016 and the present" with "between October 26, 2016 and the date upon which the
21 Preliminary Approval Order is entered." The Parties changed "the present" to "the date
22 upon which the Preliminary Approval Order is entered" in the Settlement Class definition
23 to enable effective administration of the Settlement. The Court previously found that the
24 Class was sufficiently well-defined and cohesive to warrant certification as a non-opt-out
25 class under Fed. R. Civ. P. 23(a) and 23(b)(1) (ECF No. 63) and so finds again with respect
26 to the Settlement Class.

27 The Court also previously found that McKay Law, LLC, Morgan & Morgan, P.A.,
28 and Wenzel Fenton Cabasa, P.A. have and will continue to represent fairly and adequately
 the interests of the Class (ECF No. 63 at 9), and nothing in the Settlement affects that

1 finding. Accordingly, pursuant to Federal Rule of Civil Procedure 23(g)(2) the Court
2 preliminarily designates McKay Law, LLC Morgan & Morgan, P.A., and Wenzel Fenton
3 Cabasa, P.A. as class counsel (“Class Counsel”) with respect to the Settlement Class.

4 As indicated above, the Court finds that Plaintiffs are adequate and typical class
5 representatives for the Settlement Class and, therefore, hereby appoints Plaintiffs Robert
6 Hagins and Tommie Woodward as the representatives of the Settlement Class.

7 The Court having determined preliminarily that this Action may proceed as a non-
8 opt out class action under Fed. R. Civ. P. 23(a) and 23(b)(1), members of the Settlement
9 Class shall be bound by any judgment concerning the Settlement in this Action, subject to
10 the Court’s final determination as to whether this Action may so proceed.

11 **Preliminary Approval of Settlement.** The Settlement documented in the
12 Settlement Agreement is hereby **PRELIMINARILY APPROVED**, as the Court
13 preliminarily finds that: (a) the proposed Settlement resulted from arm’s-length
14 negotiations, including two full day mediations; (b) the Settlement Agreement was
15 executed only after Class Counsel had researched and investigated multiple legal and
16 factual issues pertaining to Plaintiffs’ claims; (c) the Settlement Agreement was executed
17 only after the Court granted class certification; (d) the Parties completed discovery and
18 exchanged expert witness reports; (e) there is a genuine controversy between the Parties
19 involving Defendant’s compliance with the fiduciary requirements of ERISA; (f) the
20 Settlement appears on its face to be fair, reasonable, and adequate; and (g) the Settlement
21 evidenced by the Settlement Agreement is sufficiently fair, reasonable, and adequate to
22 warrant sending notice of the Settlement to the Settlement Class.

23 **Fairness Hearing.** A hearing (the “Fairness Hearing”) pursuant to Fed. R. Civ. P.
24 23(e) is hereby scheduled to be held before the Court on **April 1, 2026, at 10:00 a.m.** in
25 Courtroom 624 of the U.S. District Court, Sandra Day O’Connor U.S. Courthouse, 401
26 West Washington Street, Phoenix, Arizona 85003 to determine finally, among other things:

- 27 (a) Whether the Settlement should be approved as fair, reasonable, and adequate;
28 (b) Whether the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23,

- 1 and should be finally certified as preliminarily found by the Court;
- 2 (c) Whether the litigation should be dismissed with prejudice pursuant to the terms
- 3 of the Settlement Agreement;
- 4 (d) Whether the Final Approval Order attached to the Settlement Agreement should
- 5 be entered and whether the Releasees should be released of and from the
- 6 Released Claims, as provided in the Settlement Agreement;
- 7 (e) Whether the notice and notice methodology implemented pursuant to the
- 8 Settlement Agreement (i) were reasonably calculated, under the circumstances,
- 9 to apprise members of the Settlement Class of the pendency of the litigation,
- 10 their right to object to the Settlement, and their right to appear at the Fairness
- 11 Hearing; (ii) were reasonable and constituted due, adequate, and sufficient notice
- 12 to all persons entitled to notice; and (iii) met all applicable requirements of the
- 13 Federal Rules of Civil Procedure, and any other applicable law;
- 14 (f) Whether Class Counsel adequately represents the Settlement Class for purposes
- 15 of entering into and implementing the Settlement Agreement as required by Fed.
- 16 R. Civ. P. 23(g) and as preliminarily found by the Court;
- 17 (g) Whether the proposed Plan of Allocation of the Net Settlement Amount is fair,
- 18 reasonable, and adequate and should be approved by the Court;
- 19 (h) Whether the Settlement has been negotiated at arm's length by Class Counsel on
- 20 behalf of the Plan and the Settlement Class, whether Plaintiffs have acted
- 21 independently, whether Plaintiffs' interests are identical to the interests of the
- 22 Plan and the Settlement Class, and whether the negotiations and consummation
- 23 of the Settlement by Plaintiffs on behalf of the Plan and the Settlement Class
- 24 does not constitute "prohibited transactions" as defined by ERISA §§ 406(a) or
- 25 (b) and/or qualify for a class exemption from the prohibited transaction rules,
- 26 including Prohibited Transaction Exemption 2003-39;
- 27 (i) Whether the application for attorneys' fees and expenses to be filed by Class
- 28 Counsel should be approved;

1 (j) Whether case contribution awards should be awarded to Plaintiffs; and

2 (k) Any other issues necessary for approval of the Settlement.

3 **Class Notice.** The Parties have presented to the Court a proposed Class Notice
4 which is appended to the Settlement Agreement as Exhibit 3. The Court **APPROVES** the
5 form and content of the Class Notice finding that it fairly and adequately: (1) describes the
6 terms and effect of the Settlement Agreement and Settlement; (2) gives notice to the
7 Settlement Class of the time and place of the Fairness Hearing; and (3) describes how the
8 recipients of the Class Notice may object to approval of the Settlement. The Parties have
9 proposed the following manner of communicating the notice to members of the Settlement
10 Class, and the Court finds that such proposed manner is adequate, and directs that Plaintiffs
11 shall:

12 (a) By no later than 60 days before the Fairness Hearing, cause the Class Notice,
13 with such non-substantive modifications thereto as may be agreed upon by the
14 Parties, to be disseminated to the last known address of each member of the
15 Settlement Class who can be identified by reasonable effort.

16 (b) By no later than 60 days before the Fairness Hearing, cause the Class Notice,
17 with such non-substantive modifications thereto as may be agreed upon by the
18 Parties, to be disseminated to the last known e-mail address of each member of
19 the Settlement Class who can be identified by reasonable effort.

20 (c) By no later than 60 days before the Fairness Hearing, cause the Class Notice,
21 with such non-substantive modifications thereto as may be agreed upon by the
22 Parties, to be electronically published on a website maintained by the Settlement
23 Administrator.

24 At or before the Fairness Hearing, Class Counsel shall file with the Court a proof of timely
25 compliance with the foregoing mailing and publication requirements.

26 **Objections to Settlement.** “Objector” shall mean any member of the Settlement
27 Class who wishes to object to the fairness, reasonableness or adequacy of the Settlement,
28 to the Plan of Allocation, to any term of the Stipulation of Settlement, to the proposed case

1 contribution awards, or to the proposed award of attorney fees and expenses. Any Objector
 2 must file with the Court a statement of his, her, or its objection(s), specifying the reason(s),
 3 if any, for each such objection made, including any legal support and/or evidence that such
 4 Objector wishes to bring to the Court’s attention or introduce in support of such objection.
 5 Any objection must be signed by the Settlement Class member. The Objector must also
 6 mail the objection and all supporting law and/or evidence to counsel for the Parties, as
 7 stated below. The addresses for filing objections with the Court and service on counsel are
 8 as follows:

<u>Court Clerk</u>	<u>Plaintiff’s Counsel</u>	<u>Defendant’s Counsel</u>
Clerk, U.S. District Court Sandra Day O’Connor U.S. Courthouse 401 W. Washington St. Phoenix, AZ 85003	Michael McKay McKay Law, LLC 5635 N. Scottsdale Rd., Suite 170 Scottsdale, AZ 85250	Wesley E. Stockard Littler Mendelson, P.C. 3424 Peachtree Road NE, Suite 1200, Monarch Tower Atlanta, GA 30326

14 The Objector, or, if represented by counsel, his, her, or its counsel, must both effect
 15 service of the objection on counsel listed above and file the objection with the Court at
 16 least fourteen (14) calendar days prior to the Fairness Hearing, or by **no later than March**
 17 **18, 2026, at 4:00 p.m.** Any member of the Settlement Class or other person who does not
 18 timely file and serve a written objection complying with the terms of this paragraph shall
 19 be deemed to have waived, and shall be foreclosed from raising, any objection to the
 20 Settlement and any untimely objection shall be barred.

21 **Appearance at Fairness Hearing.** An Objector who files and serves a timely,
 22 written objection in accordance with the paragraph above may also appear at the Fairness
 23 Hearing either in person or through counsel retained at the Objector’s expense. Objectors
 24 or their attorneys intending to appear at the Fairness Hearing must effect service of a
 25 “Notice of Intention to Appear” setting forth, among other things, the name, address, and
 26 telephone number of the Objector (and, if applicable, the name, address, and telephone
 27 number of the Objector’s attorney) on counsel identified above and file it with the Court at
 28 least fourteen (14) calendar days prior to the Fairness Hearing, or by **no later than March**

1 **18, 2026, at 4:00 p.m.** Any Objector who does not timely file and serve a “Notice of
2 Intention to Appear” in accordance with this paragraph shall not be permitted to appear at
3 the Fairness Hearing, except for good cause shown. The Parties’ counsel shall promptly
4 furnish each other with copies of any and all objections that come into their possession.

5 **Response to Objectors.** The Parties shall respond to any Objector at least seven (7)
6 calendar days prior to the Fairness Hearing, or by **no later than March 25, 2026, at 4:00**
7 **p.m.**

8 **Compliance with Class Action Fairness Act.** Defendant shall, on or before ten
9 (10) calendar days prior to the Fairness Hearing, file with the Court proof of compliance
10 with the Class Action Fairness Act of 2005, as specified in 28 U.S.C. § 1715 and paragraph
11 2 of the Stipulation.

12 **Notice Expenses.** Reasonable expenses of effectuating Class Notice shall be paid
13 out of the Qualified Settlement Fund. Fees and Expenses Incurred by the Independent
14 Fiduciary. The Court understands that the Plan’s fiduciaries have retained or will retain an
15 Independent Fiduciary for the purpose of evaluating the Settlement to determine whether
16 to authorize the Settlement on behalf of the Plan. The Independent Fiduciary fees shall be
17 borne by and paid from the Qualified Settlement Fund and will not exceed \$50,000.00.

18 **Application for Attorneys’ Fees.** Any application by Class Counsel for attorneys’
19 fees and reimbursement of expenses, for a case contribution award to the Plaintiffs, and all
20 papers in support thereof, shall be filed with the Court and served on all counsel of record
21 at least twenty-eight (28) calendar days prior to the Fairness Hearing.

22 **Motion for Final Approval of Settlement and Plan of Allocation.** Class Counsel
23 shall file with the Court a motion for entry of the Final Approval Order at least twenty-
24 eight (28) calendar days prior to the Fairness Hearing.

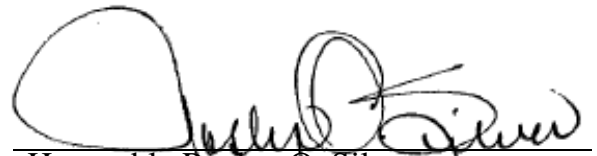
25 **Injunction.** Pending final determination of whether the Settlement should be
26 approved, all members of the Settlement Class and the Plan are each hereby **BARRED**
27 **AND ENJOINED** from instituting or prosecuting any action that asserts any Released
28 Claim against any Releasees.

1 **Termination of Settlement.** If the Settlement is terminated in accordance with the
2 Settlement Agreement or does not become Final under the terms of the Settlement
3 Agreement for any other reason, this Order and all Class Findings shall become null and
4 void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored
5 to their respective positions existing immediately before this Court entered this Order.

6 **Use of Order.** In the event this Order becomes of no force or effect, no part of it
7 shall be construed or used as an admission, concession, or declaration by or against
8 Defendant of any fault, wrongdoing, breach, or liability, nor shall the Order be construed
9 or used as an admission, concession, or declaration by or against Plaintiffs or the Settlement
10 Class that their claims lack merit or that the relief requested in the Action is inappropriate,
11 improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or
12 it may have.

13 **Continuance of Hearing.** The Court reserves the right to continue the Fairness
14 Hearing without further written notice.

15 Dated this 25th day of November, 2025.

16
17
18 
19 Honorable Roslyn O. Silver
20 Senior United States District Judge
21
22
23
24
25
26
27
28