

# **EXHIBIT 3**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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WILLIAM MILFORD, on behalf of himself  
and all other similarly situated,

Plaintiffs,

v.

ROEHL TRANSPORT, INC.,

Defendant.

Case No. 2:22-cv-00879-BHL

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**CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT  
AND RELEASE OF CLAIMS**

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**CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT  
AND RELEASE OF CLAIMS**

This Class and Collective Action Settlement Agreement and Release of Claims is entered into by Plaintiff William Milford, individually and as representative of the Putative Class as defined below, and Defendant, Roehl Transport, Inc. This Agreement is subject to approval by the United States District Court for the Eastern District of Wisconsin and is made for the sole purpose of consummating the settlement of this Action on a class-wide and collective-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of the Settlement in substantially the same form and substance set forth below, the Court's order granting final approval of the Settlement is appealed and reversed, or the conditions precedent are not met for any reason, this Settlement is void and of no force whatsoever.

**A. DEFINITIONS**

1. "Action" shall mean the civil action initiated in the United States District Court for the Eastern District of Wisconsin on August 3, 2022, captioned *William Milford, et al. v. Roehl Transport, Inc.*, Case No. 22-cv-00879-BHL.
2. "Complaint" shall mean the First Amended Class and Collective Action Complaint filed on October 28, 2022, in this Action.
3. "CAFA Notice" refers to the notice, subject to review by Defense Counsel and Class Counsel, to be sent by Defendant to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715(b).
4. "Class Counsel" shall mean Fair Work, P.C.
5. "Class Counsel Fees and Expenses" shall mean Class Counsel's attorneys' fees, costs, and expenses as set forth in Paragraph 49.

6. “Class Representative” shall mean Plaintiff William Milford.

7. “Claim and Consent to Join Deadline” shall mean the date that is sixty (60) days after the Settlement Administrator mails the Claim and Consent to Join Forms to Putative Class Members.

8. “Claim and Consent to Join Form” shall mean the form provided to Putative Class Members to submit to make a claim and join the FLSA Collective. The form shall be in the form attached hereto as *Exhibit A*.

9. “Costs of Administration” shall mean and include all fees, costs, and expenses charged by the Settlement Administrator in connection with the Action.

10. “Court” shall mean the United States District Court for the Eastern District of Wisconsin.

11. “*Cy Pres* Amount” shall be the amount associated with any checks sent to Participating Class Members that remain uncashed 180 days after mailing.

12. “Defendant” shall mean Roehl Transport, Inc.

13. “Defendant Releasees” shall mean Defendant and Defendant’s present and former parent companies, subsidiaries, divisions, related or affiliated companies, owners, shareholders, officers, directors, employees, consultants, agents, attorneys, insurers, successors and assigns, any individual or entity which could be jointly liable with Defendant, and all other persons acting under the supervision, direction, control or on behalf of any of the foregoing.

14. “Defense Counsel” shall mean Scopelitis, Garvin, Light, Hanson, and Feary P.C.

15. “Effective Date” shall be the date when all of the following events have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval to the Settlement; (c) notice has been given to the Putative Class Members providing them with an opportunity to object to and/or opt out of the

Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and judgment certifying the Putative Class, approving this Settlement Agreement and Class Counsel Fees and Expenses, and dismissing the Action with prejudice; and (e) the latest of the following events: (i) forty-five (45) days have passed since the entry of the Final Approval Order and no appeal, writ or other appellate proceeding has been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) the issuance of a final appellate order upholding the Final Approval Order with no right to pursue further remedies or relief.

16. “Final Approval Hearing” shall mean the final hearing held to ascertain the fairness, reasonableness and adequacy of the Settlement. The date of the Final Approval Hearing shall be set by the Court, but in no event shall be scheduled prior to the required time frame set forth in CAFA, and notice of such hearing shall be provided to the Putative Class Members in the Notice, although such hearing may be continued by the Court without further notice to Putative Class Members, other than those who properly and timely file objections to the Settlement.

17. “Final Approval Order” shall mean the order granting final approval of the Settlement Agreement, certifying the Putative Class, entering judgment and dismissing the Action with prejudice.

18. “Gross Settlement Amount” means the total gross amount of \$75,000 to be paid by Defendant to settle the Released Claims, along with Class Counsel Fees and Expenses, the aggregate of the Individual Settlement Amounts, the Service Award, and Costs of Administration. In no event shall Defendant be required to pay any amount beyond the Gross Settlement Amount, except for the employer-side payroll taxes described in Paragraph 50.

19. “Individual Settlement Amounts” shall mean the amounts distributed to each Participating Class Member from the Net Settlement Amount in exchange for the Released Claims and the other promises and covenants made herein.

20. “Net Settlement Amount” means the remainder of the Gross Settlement Amount after deductions for Class Counsel Fees and Expenses, the Service Award, and Costs of Administration and shall be the maximum amount to be distributed to the Participating Class Members.

21. “Notice” shall mean the Notice to Putative Class Members agreed upon by Class Counsel and Defense Counsel, as set forth in the form of *Exhibit A* attached hereto, or as otherwise approved by the Court, which is to be delivered by the Claims Administrator via First-Class U.S. Mail, e-mail, and/or text message to Putative Class Members.

22. “Participating Class Member” shall mean all persons who meet either or both of the following definitions: (a) any Putative Class Member who does not timely request exclusion as part of the settlement notice process (the “Rule 23 Wisconsin Minimum Wage Class”); and (b) any Putative Class Member who timely submits a Claim and Consent to Join Form as part of the settlement notice process (the “FLSA Collective”). Participating Class Member shall also include any and all of the Participating Class Member’s representatives, heirs, administrators, executors, beneficiaries, agents, and assigns, as applicable and without limitation.

23. “Parties” shall mean Plaintiff and Defendant.

24. “Plaintiff” shall mean the Class Representative, William Milford, and shall also include any and all of his representatives, heirs, administrators, executors, beneficiaries, agents, and assigns, as applicable and without limitation.

25. “Preliminary Approval Order” shall mean the order granting preliminary approval of the Settlement.

26. “Putative Class Member” shall mean all persons who earned their CDL before coming to Roehl, participated in the Roehl Transport Safety and Job Skills Training Program, and received trainee pay at any time from August 3, 2019 to the date the Court preliminarily approves this Settlement.

27. “Putative Class Member Information” shall mean a password protected file titled “Confidential-Claims Administrator’s Eyes Only” that Defense Counsel provides to the Settlement Administrator that includes an electronic, encrypted spreadsheet containing the following information for each Putative Class Member: (1) name; (2) last known address; (3) last known email addresses (to the extent available); (4) last known phone number (to the extent available); (5) social security number; and (6) a unique driver id. This information will not be shared with Plaintiff’s counsel. The purpose of the unique driver id is to allow the Settlement Administrator to associate settlement distribution calculations provided by Plaintiff’s counsel with Putative Class Members.

28. “Released Claims” shall mean any and all claims, demands, rights, liabilities, and/or causes of action relating to Participating Class Members’ participation in Roehl’s orientation and the Roehl Transport Safety and Job Skills Training Program, for which they received trainee pay, that were brought on behalf of the classes and/or collectives of which those individuals are a part, including but not limited to claims under the state minimum wage statutes and, in the case of Participating Class Members who timely submit a Claim and Consent to Join Form, claims under the Fair Labor Standards Act.

29. “Service Award” shall mean any additional monetary payment provided to Plaintiff for his efforts on behalf of the Putative Class in this Action, as set forth in Paragraph 48.

30. “Settlement” shall mean the Settlement between the Parties, which is memorialized in this Settlement Agreement.



31. “Settlement Administrator” shall mean Optime Administration, LLC, subject to approval by the Court.

32. “Settlement Agreement” shall mean this Class and Collective Action Settlement Agreement and Release of Claims, including any attached exhibits.

**B. RECITALS**

33. Procedural History of the Action. Plaintiff William Milford initiated the Action on August 3, 2022, in this Court. ECF No. 1. On October 28, 2022, Plaintiff filed a First Amended Class and Collective Action Complaint, seeking relief under the Fair Labor Standards Act (Count I), the Wisconsin deductions law (Count II), the Wisconsin minimum wage law (Count III), and the Wisconsin Deceptive Trade Practice Act (Count IV). ECF No. 8. Defendant filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) on November 14, 2022. ECF Nos. 9-12. On March 14, 2023, the Court ruled on Defendant’s Motion to Dismiss, and dismissed Counts II and IV in their entirety. ECF No. 13. The Court dismissed Counts I and III to the extent that Plaintiff’s claims were based on Defendant’s post-employment collections. *Id.* The Court denied Defendant’s Motion to Dismiss Counts I and III to the extent that Plaintiff’s claims were based on Plaintiff’s allegation that Defendant failed to pay Plaintiff the minimum wage for all hours worked. *Id.*

34. Settlement Negotiations. Subsequent to the Court’s ruling on Defendant’s Motion to Dismiss, the Parties agreed to engage in settlement negotiations on a class-wide basis and scheduled a mediation with Michael Russell of Miles Mediation and Arbitration for October 12, 2023. The Parties resolved the matter prior to mediation, resulting in this settlement agreement.

35. Class Representative’s Claims. The Complaint alleges that wages paid by Defendant during training periods did not always compensate drivers for all hours worked at the full minimum wage, in violation of the Fair Labor Standards Act (“FLSA”) and the Wisconsin minimum wage law.

The Complaint also asserts violations of the Wisconsin wage deduction statute, and the Wisconsin consumer statute, which the Court dismissed. Defendant denied any liability to Plaintiff and the Putative Class and raised various defenses to the minimum wage claims in its Answer. ECF No. 14.

36. Discovery, Investigation, and Research. Class Counsel conducted a thorough investigation into the facts during the prosecution of the Action. This discovery and investigation has included, among other things (a) meetings with the Class Representative; (b) inspection and analysis of documents produced by the Class Representative; (c) analysis of the legal positions taken by Defendant; (d) investigation into the viability of class treatment of the remaining claims in the case; (e) analysis of potential class-wide damages; (f) research of the applicable law with respect to the claims and potential defenses thereto; and (g) inspecting and analyzing documents and data produced by Defendant for the Putative Class prior to mediation.

37. Defendant's Denial of Wrongdoing and Liability. Defendant denies each and all of the claims and contentions alleged by the Class Representative and the Putative Class in the Action. Defendant expressly denies all charges of wrongdoing or liability arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendant contends that it complied in good faith with the FLSA and Wisconsin laws and dealt legally and fairly with Putative Class Members in all regards. Defendant also denies that there is any basis in law or fact to find that it failed to pay Plaintiff or any Putative Class Member the minimum wage. Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for class or collective treatment. Nonetheless, Defendant concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's businesses without further

expensive litigation and the distraction and diversion of their personnel with respect to matters at issue in the Action. Defendant also accounted for the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Defendant, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement.

38. Allegations of the Class Representative and Benefit of Settlement. The Class Representative has vigorously prosecuted this case, and Defendant has vigorously contested it. The factual investigation conducted in this matter, and discussions between Class Counsel and Defense Counsel, have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of their positions and to evaluate the potential worth of the claims of the Putative Class. This Settlement was reached only after the Court dismissed many of Plaintiff's claims and only after the Parties engaged in arm's-length settlement discussions and exchange of information over a period of several months, culminating in an agreement between the Parties. The discovery conducted in this Action and the information exchanged by the Parties are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

Class Representative and Class Counsel believe that the remaining claims, allegations and contentions asserted in the Action have merit. However, the Class Representative and Class Counsel also recognize and acknowledge the risk inherent in any litigation, as well as the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel accounted for the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, including the potential difficulty of obtaining certification of the Action and trying the

claims of the Putative Class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action.

Class Counsel believes that this Settlement confers substantial benefits upon the Putative Class Members and that an independent review of this Settlement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel determined that the Settlement set forth in the Settlement Agreement is in the best interests of the Putative Class Members.

39. Class Certification, Conditional Certification, and Appointment of Class Counsel. For the purposes of this Settlement only, the Parties stipulate to certification of the Rule 23 Wisconsin Minimum Wage Class pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3), to Plaintiff serving as the Class Representative and to Class Counsel serving as counsel for the Putative Class. The Parties further stipulate to certification of the FLSA collective pursuant to 29 U.S.C. 216(b). Defense Counsel believes both certifications are appropriate because the Released Claims are being compromised without the need to establish the elements of those claims on which liability turns.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby settle, compromise, and resolve any and all claims specified herein, except with respect to enforcement of this Agreement, as follows:

**C. APPROVAL OF SETTLEMENT AND DISMISSAL OF ACTION**

40. Cooperation. The Parties agree to cooperate and take all steps necessary to accomplish and implement the terms of this Settlement Agreement.

41. Fair, Adequate, and Reasonable Settlement. The Parties agree that the Settlement is fair, adequate, and reasonable and will represent that position to the Court.

42. Unopposed Motion for Preliminary Approval of Settlement. Plaintiff will move the Court to (a) preliminarily approve the Settlement Agreement; (b) solely for purposes of the Settlement, conditionally certify this Action as a class action pursuant to Fed. R. Civ. P. 23 and as a collective action under the FLSA; and (c) approve a Proposed Notice to Putative Class Members. Defendant shall not oppose this motion, provided that it is afforded the opportunity to review and approve, and has approved, the form and substance of the motion and supporting papers in advance of filing. The Parties agree that in the event that the Settlement fails to receive final approval from the Court, or otherwise fails to become effective, any class action or collective action certified solely for purposes of the Settlement shall be decertified and the Action returned to the *status quo ante*.

43. Preliminary and Final Orders. The unopposed Motion for Preliminary Approval of Settlement will ask the Court to enter a proposed Preliminary Approval Order granting preliminary approval of the Settlement, approving the Settlement Administrator, and approving the Notice and Claim Form prepared by Class Counsel and approved by Defendant prior to filing, which will inform Putative Class Members of their right to request exclusion from the Settlement if they do not wish to participate and submit objections to the Settlement if they do not request exclusion. Approximately one week prior to the Final Approval Hearing scheduled by the Court, and following the conclusion of the 60-day notice period provided in the Notice, Plaintiff will move the Court for final approval of the Settlement and will submit a proposed Final Approval Order. Class Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination of this motion for final approval and agree to execute all documents necessary to dismiss with prejudice any and all claims raised against Defendant in the Action. Defendant agrees not to oppose such motion for final approval, provided that they are afforded the opportunity to review and approve, and have approved, the form and substance of the motion and supporting papers in advance of filing.

44. Failure to Procure Approval. Final approval of the Settlement by the Court is a material term of the Settlement Agreement. If the Court declines to enter a Preliminary Approval Order, or a Final Approval Order granting final approval to this Settlement, in substantially the same form as that submitted by the Parties, or an appellate court reverses the Court's Final Approval Order granting final approval to this Settlement, the Settlement Agreement shall become null and void, provided, however, that the Parties agree to work cooperatively and in good faith for a period of thirty (30) days following any denial or reversal of approval to address and resolve any concerns identified by the Court in declining to enter a Preliminary Approval Order or Final Approval Order for this Settlement, or by the appellate court in reversing the entry of an order by the Court granting final approval to this Settlement.

Should the Parties address and resolve any concerns identified by the Court during that 30-day period, they shall re-submit the Settlement Agreement, as amended, to the Court for approval. Should the Parties' efforts during that 30-day period to address and resolve any such concerns prove unsuccessful, the Settlement Agreement shall become null and void, and no party shall be bound by any of its terms, including any obligation to make any payments or release any claims.

In the event the Settlement Agreement becomes null and void (i) any order certifying a class or collective action for purposes of the Settlement shall be vacated, any such class or collective action shall be decertified, and Defendants shall reserve their right to oppose any future motion or request for class or collective action certification; (ii) the Settlement Agreement and all negotiations, statements, and proceedings relating thereto, shall be without prejudice to the rights of any of the Parties in the Action, all of whom shall be restored to their respective positions prior to the Settlement; and (iii) neither this Agreement, nor any ancillary documents, actions,

statements, or filings in furtherance of Settlement shall be admissible or offered into evidence in the Action or any other legal proceeding for any purpose whatsoever.

**D. SETTLEMENT CONSIDERATION**

45. Gross Settlement Amount. Defendants will pay the Gross Settlement Amount of \$75,000, which shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (1) the Released Claims released by Plaintiff and Participating Class Members; (2) Class Counsel Fees and Expenses; (3) Costs of Administration; (4) Service Award; and (5) any other obligations of Defendants under this Settlement Agreement. In no event shall Defendants pay more than \$75,000, except for the employer-side payroll taxes described in Paragraph 50.

46. Method of Allocation. The Individual Settlement Amounts to Putative Class Members shall be determined on a pro rata basis using an equitable formula devised by Plaintiff's counsel, subject to reasonable approval by Defendant's counsel, which will have two components: (a) a fixed amount per week for each of the weeks worked by the Putative Class Member while receiving trainee pay and (b) a variable amount based on the Putative Class Member's pro rata share of total SJTP deductions during weeks while receiving trainee pay. To facilitate the settlement allocation, Defendant shall provide anonymized earnings data for Putative Class Members to Plaintiff's counsel. The earnings data provided to Plaintiff's counsel will include a unique driver id, which will be used by the Settlement Administrator to associate the settlement distribution amounts with Putative Class Members. Defendant further agrees to provide other anonymized data, if any, that is reasonably necessary for the approval, fair allocation, or distribution of the Settlement Fund (to the extent not already provided).

47. Disputes and Redistribution of Unclaimed Funds. To the extent any Putative Class Members dispute their estimated Individual Settlement Amounts, they may submit their dispute during the Notice period to the Settlement Administrator along with documentation that supports their dispute, including the number of workweeks they claim to have worked in the training program. Class Counsel and Defendant's Counsel will confer regarding any disputes with the Settlement Administrator and the Settlement Administrator will have ultimate discretion to resolve each dispute. The Settlement Administrator will inform the Putative Class Member of the result. Any amounts from the Net Settlement Fund that are not claimed during the Notice period will be redistributed on a pro rata basis to Participating Class Members.

48. Plaintiff's Service Award. Subject to approval from the Court, in addition to his Individual Settlement Amount, the Class Representative will receive \$5,000 from the Gross Settlement Amount as a Service Award in recognition of his assistance to Class Counsel and contribution to achieving the Settlement on behalf of the Putative Class. Such Service Award shall not be considered wages, and the Settlement Administrator shall issue Plaintiff an I.R.S. Form 1099-MISC reflecting such payment as "other income." Plaintiff shall be responsible for the payment of any and all taxes with respect to the Service Award and shall indemnify and hold Defendant harmless for any and all liability with regard thereto. The failure of the Court to approve the full amount of the Service Award requested shall not impact the enforceability of this Settlement Agreement in all other respects. Any amount of the Service Award not awarded by the Court shall be distributed to Participating Class Members on a pro rata basis. Under no circumstances shall any amount of the requested Service Award revert to Defendant.

49. Class Counsel's Fees and Expenses. Subject to approval from the Court, Class Counsel will receive from the Gross Settlement Amount attorneys' fees and expenses in the amount of one-



third of the Gross Settlement Amount. The failure of the Court to approve the full amount of the Class Counsel Fees and Expenses requested shall not impact the enforceability of this Settlement Agreement in all other respects, and any amount not awarded in Class Counsel Fees and Expenses shall be distributed to Participating Class Members on a pro rata basis. Under no circumstances shall any amount of the requested Class Counsel's Fees and Expenses revert to Defendants.

50. Tax Treatment of Individual Settlement Amounts, Service Award, and Class Counsel Fees Payments. The Settlement Administrator will treat  $\frac{1}{2}$  of all Individual Settlement Amounts as W-2 wages and  $\frac{1}{2}$  as 1099 other income (reported in Box 3) and shall report these amounts to the appropriate taxing authorities. Because Defendant is responsible for employer share of payroll taxes on the W-2 portion of the Individual Settlement Amounts, the Settlement Administrator shall invoice Defendant for the employer-side payroll taxes by the Effective Date of this Agreement, and Defendant shall pay its share of payroll taxes on the W-2 portion of the Individual Settlement Amounts within fourteen (14) days after the Effective Date. Additionally, the amounts paid to Class Counsel as an award of attorneys' fees shall be treated as non-wage income to Class Counsel on a pro rata basis and reported to appropriate taxing authorities on I.R.S. Forms 1099, or the appropriate equivalent, where applicable. To allow for the proper tax reporting, and to avoid the need for backup tax withholdings, Defendant shall provide the Settlement Administrator with the full social security number for each Participating Class Member.

#### **E. SETTLEMENT ADMINISTRATION**

51. Selection and Approval of Settlement Administrator. The Settlement will be administered by Optime Administration LLC, following approval by the Court. Plaintiff shall request the Court's approval of Optime Administration LLC, and the specific tasks it is to perform in connection with the Settlement, as part of the Motion for Preliminary Approval of the Settlement,

discussed in Paragraph 50.

52. Notice to Putative Class Members. Within 14 days of the entry of the Preliminary Approval Order, Defendants will provide the Settlement Administrator with the Putative Class Member Information. The Settlement Administrator will update the addresses, as necessary, by reference to the United States Postal Service's National Change of Address database.

53. Sending of CAFA Notice. Within ten (10) days of Plaintiff's submission of his Motion for Preliminary Approval of the Settlement, Defendant shall mail the CAFA Notice to the appropriate federal and state officials, as required by 28 U.S.C. § 1715.

54. Confidentiality of Putative Class Member Information. The Settlement Administrator will (i) hold the Putative Class Member Information in strictest confidence and not disclose or divulge the Putative Class Member Information to Class Counsel; (ii) keep the Putative Class Member Information in secure facilities; (iii) not post on its website the names or any other identifying information concerning the same, or the Settlement Agreement, and (iv) use the Putative Class Member Information exclusively for or to assist in administration of this Settlement and for no other purpose.

55. Contents and Procedure for Sending Notice to Putative Class Members. Within twenty-one (21) days after entry of the Preliminary Approval Order, the Settlement Administrator will create a settlement website, which contains the notice, important Court documents, contact information for the settlement administrator and Plaintiff's counsel, an online claim form, and other information deemed necessary. The Settlement Administrator will send the approved Notice and Claim and Consent to Join Form to Putative Class Members by First-Class U.S. mail using the addresses listed in the Putative Class Member Information, as updated by the Settlement Administrator from the United States Post Office's National Change of Address database, or a comparable database.

Additionally, Putative Class Members will be sent a text message and an email, each containing a link to the settlement website, to the last known telephone number and the last known email address provided as part of the Putative Class Member Information. If any Notice is returned as undelivered by the U.S. Postal Service, the Settlement Administrator shall make all reasonable efforts to follow up on bad addresses and to resend the Notice to the correct address and shall also send the Notice to addresses to Putative Class Members provided by Plaintiff's counsel. A reminder text/email/postcard shall go out to class members who have not claimed halfway through the claim period. The reminder shall go out by text and/or email, but only to drivers with good phone numbers and/or email addresses. The reminder shall also be sent as a postcard by first-class mail. The reminder shall include the address of the website, as well as contact information for the Settlement Administrator and Plaintiff's counsel.

56. Deadline for Submitting Claim and Consent to Join Forms, Objections, and Requests for Exclusion. Putative Class Members shall have sixty (60) days from the date of the postmark Claim and Consent to Join Form was mailed to submit a Claim and Consent to Join Form. Any Putative Class Member who wishes to be excluded from the Settlement shall have sixty (60) days from the date of the postmark when Notice was first sent to submit a written request expressly asserting that he or she wishes to be excluded from the Settlement. Such written requests for exclusion should state at the top of the letter "Request for Exclusion from Settlement in *Milford, et al. v. Roehl Transport, Inc.*, No. 2:22-cv-00879-BHL," and should include the (1) name, address, email address, and telephone number of the individual requesting exclusion from the Settlement; (2) a statement that the individual understands that the individual will not be eligible to recover any monies as part of the settlement as a result of the request for exclusion; and (3) the signature of the individual requesting exclusion. All written requests for exclusion must be returned by First-Class U.S. Mail to the

Settlement Administrator and must be postmarked no later than sixty (60) days from the postmark of the Notice. Any Putative Class Member who requests exclusion from the Settlement will not be eligible to receive an Individual Settlement Amount payment and cannot object to the Settlement. In the event that any Putative Class Member timely and properly submits a written request for exclusion, and also timely submits an objection to the Settlement, the Settlement Administrator shall contact such individual, inform them that they cannot request exclusion from the Settlement and object to the Settlement, and shall ask such individual which option they wish to pursue. Any Putative Class Member who requests exclusion from the Settlement will not be legally bound by the terms of the Settlement Agreement or the Final Approval Order. In contrast, any Putative Class Member who does not return a valid and timely written request for exclusion will be bound by all terms of the Settlement Agreement and the Final Approval Order, regardless of whether the Putative Class Member has objected to the Settlement.

Any Putative Class Member who has not requested exclusion and wishes to object to this Settlement, or any part thereof, must file a written objection with the U.S. District Court for the Eastern District of Wisconsin under *Milford, et al. v. Roehl Transport, Inc.*, No. 2:22-cv-00879-BHL setting forth the nature of his or her objection; the arguments supporting the objection; a statement of whether the individual intends to appear at the Final Approval Hearing whether in person or through counsel; and the signature of the individual objector, even if represented by counsel. Copies of the written objection must be served on Class Counsel and Defense Counsel. Any objections must be filed and served no later than sixty (60) days from the postmark of the Notice.

Unless otherwise permitted by the Court, objecting Putative Class Members shall not be entitled to speak at the Final Approval Hearing unless they have timely filed and served a written objection. Any Putative Class Member who properly and timely submitted objections may appear at

the Final Approval Hearing, either in person or through a lawyer retained at their own expense. Any Putative Class Members who fail to file and serve a timely written objection shall be deemed to have waived any objection and shall be foreclosed from objecting to this Settlement.

The Parties will not solicit or otherwise encourage, directly or indirectly, any Putative Class Member to request exclusion from or object to this Settlement.

57. Re-sending Notice to Putative Class Members. Upon request by a Putative Class Member prior to the deadline for requesting exclusion from or objecting to the Settlement, the Settlement Administrator shall re-send the Court-approved Notice.

58. Administrator's Duty to Keep Parties' Informed. The Settlement Administrator will keep Class Counsel and Defense Counsel reasonably informed about the progress of the administration including weekly reports of any requests for exclusion or claims received. As soon as practicable following the exclusion and objection deadline, but before the date of the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration of due diligence and proof of mailing or transmittal with regard to the sending of the Notice. Class Counsel shall bear the responsibility of filing this declaration with the Court prior to the Final Approval Hearing Date.

59. Tolerance of Opt-Outs/Named Plaintiffs Shall Not Object. Notwithstanding any other provision of this Settlement Agreement, Defendant retains the right in the exercise of its sole discretion, to nullify the settlement within thirty (30) days after the expiration of the class member opt-out period if 5 percent or more of the members of the class opt out of the settlement. Milford will not opt-out of nor object to the settlement, nor refuse to execute a general release of claims as referenced above.

60. Time for Payment of Gross Settlement Amount. Fourteen (14) days after the Effective

Date, Defendant will remit the Gross Settlement Amount to the Settlement Administrator. The funds deposited in this account shall constitute a qualifying settlement fund or QSF pursuant to Section 468B of the Internal Revenue Code.

61. Time for Payment of Individual Settlement Amounts, Service Award, and Class Counsel Fees and Expenses. Fourteen (14) days after Payment of Gross Settlement Amount, the Administrator will issue the Service Award to Plaintiff, issue Class Counsel's Fees and Expenses to Class Counsel, and issue payment of the Individual Settlement Amounts to Participating Class Members at the address provided by Participating Class Members on their claim forms or any updated address provided to the Settlement Administrator by the Participating Class Member. The Settlement Administrator will use reasonable efforts to locate an updated address for and resend a replacement check to any Participating Class Member whose Individual Settlement Amount check was returned as undeliverable or not deposited within 21 days of the check expiration date. All checks shall clearly indicate that they expire within 180 days of issuance.

62. Costs of Settlement Administration. Fourteen (14) days after the Effective Date, the Settlement Administrator shall pay itself the Costs of Administration for all reasonable costs associated with the Settlement Administrator's work under this Settlement Agreement, not to exceed \$7,500.

63. Residual Funds. For 180 days after the Settlement Administrator mails the distributions of the Individual Settlement Amounts, Service Award, Class Counsel Fees and Expenses and Costs of Settlement Administration, the Settlement Administrator may use any reserve funds held back at the direction of Plaintiff's counsel, in an amount not to exceed \$5,000, to resolve any disputes which may arise.

64. Cy Pres Amount. Within 180 days after the Settlement Administrator mails the initial

distributions and, if necessary, the redistributions contemplated under Paragraph 47, the Settlement Administrator shall prepare and send to Defense Counsel and Class Counsel an accounting of the settlement distributions that identifies any checks issued but not cashed. Within seven (7) days of providing this accounting to Defense Counsel and Class Counsel, the Settlement Administrator shall issue a check with the *Cy Pres* Amount comprised of the value of the uncashed checks, if any, to Legal Action Wisconsin. Participating Class Members who do not cash their Individual Settlement Amount checks nevertheless remain bound by the Settlement, including the release of claims.

**F. RELEASE OF CLAIMS**

65. Claims Released by Plaintiff. In exchange for a Service Award as approved by the Court, Plaintiff shall and does hereby forever release, discharge, and agree to hold harmless the Defendant Releasees and each of Defendant's current and former owners, managers, supervisors, employees, directors, administrators, officers, shareholders, accountants, attorneys, insurers and insurance carriers, and agents, each Defendant's heirs, executors, administrators, agents, successors, and assigns, and each of the Defendant's predecessors, successors, parent companies, holding companies, and subsidiaries for any and all known and unknown claims, complaints, causes of action, lawsuits, demands, back wages, benefits, attorneys' fees, pain and suffering, debts, controversies, damages, judgments, in law or equity, of any kind, nature and character, which Plaintiff has, had, or may have against Defendant arising out of, related to, or in any way connected with his engagement by, employment with, or work for Defendant, including but not limited to the Released Claims, as well as any other claim arising out of any and all transactions, occurrences, or matters between Plaintiff and Defendant Releasees prior to the date this Settlement Agreement is executed, except as prohibited by law. This Release shall include, without limitation, any and all claims alleged by Plaintiff in this Action, any and all wage and hour claims relating to services performed by Plaintiff

on the behalf of any of the Defendant Releasees, and any and all wage and hour claims relating to Plaintiff's employment with any of the Defendant Releasees.

Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, as amended; (b) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, 29 U.S.C. § 621, *et seq.*; (f) the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, as amended; (g) the Equal Pay Act of 1963, as amended; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act (COBRA), 29 U.S.C. § 1161 *et seq.*; (j) the Rehabilitation Act of 1973, as amended; (k) the Family and Medical Leave Act of 1993, at amended, 29 U.S.C. § 2601, *et seq.*; (l) the National Labor Relations Act, 29 U.S.C. § 151, *et seq.*; (m) the Workers Adjustment and Retraining Notification Act (WARN), 29 USC § 2100 *et. seq.*, as amended; (n) any state wage payment statutes; and (o) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds, as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all legal, equitable and/or other relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and the Plaintiff hereby forever releases, discharges, and agrees to indemnify and hold harmless the Defendant Releasees from



any and all claims for attorney fees, costs, and expenses arising out of the matters released in this Settlement Agreement. Plaintiff also agrees that, to the extent permitted by law, if a claim is prosecuted in his name against one of the Defendant Releasees before any court or administrative agency, he waives and agrees not to take, any award of money or other damages from such proceeding. Plaintiff agrees that, unless otherwise compelled by law, if a claim is prosecuted in his name against one of the Defendant Releasees that he will immediately request in writing that the claim on his behalf be withdrawn.

66. Claims Released by Defendant. Defendant shall and does hereby forever release, discharge, and agree to hold harmless Plaintiff for any amount(s) that Defendant contends that Plaintiff may owe to Defendant.

67. Claims Released by Participating Class Members. It is the desire of the Parties and the Participating Class Members to fully, finally, and forever settle the Released Claims and dismiss the Action, with prejudice. Accordingly, as consideration for Defendant's payment of the Gross Settlement Amount, each Participating Class Member shall and does hereby forever release, discharge, and agree to indemnify and hold harmless the Defendant Releasees of and from the Released Claims. Regardless of whether any Participating Class Member actually negotiates the check by which his or her distribution is to be paid, each Participating Class Member will be bound to the release of Released Claims as a result of this Settlement. Additionally, Participating Class Members who do not submit a Claim and Consent to Join Form will release their non-FLSA claims.

68. Effective Date of Releases. The releases herein shall become effective on the Effective Date.

**G. NON-ADMISSION AND CONFIDENTIALITY**

69. Non-Admission. Nothing in this Settlement Agreement shall be construed or deemed

an admission of liability, culpability, negligence or wrongdoing on the part of Defendant, and Defendant deny any such liability. The Parties entered into this Settlement for the purpose of compromising disputed claims and with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall be inadmissible in evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Settlement.

70. No Public Statements. Neither Plaintiff nor Plaintiff's counsel shall issue any press release related to the settlement or speak to any member of the press related to the settlement other than to say that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms, or words to that effect. Plaintiff and Plaintiff's counsel agree that, prior to filing the motion for preliminary approval of the settlement, they will keep the terms of the settlement confidential except for purposes of communicating with Plaintiff and the Court, as may be necessary. Plaintiff shall also be informed that this Settlement Agreement is confidential until such time as the motion for preliminary approval is filed with the Court and shall be advised to keep the settlement confidential until such time. After preliminary approval of the settlement, Plaintiff and Plaintiff's counsel may (i) as required by law; (ii) as required under the terms of this Settlement Agreement; or (iii) as required under counsel's duties and responsibilities as settlement class counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Plaintiff's counsel agree to limit their statements regarding the terms of the settlement, whether oral, written, or electronic, including the worldwide web, to say the action has been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms.

#### **H. DUTIES OF THE PARTIES**

71. Duty to Support and Defend the Settlement. The Parties agree to abide by all of the

terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

72. Duties Prior to Court Approval. Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, and after affording Defendant the opportunity to review and agree to the form and substance of the materials to be presented to the Court, Class Counsel shall apply to the Court, without opposition from Defendant, for the entry of a preliminary order scheduling a hearing on the question of whether the proposed Settlement should be approved as fair, reasonable, and adequate as to the Putative Class Members, approving as to form and content the proposed Notice, and directing the sending of the Notice to Putative Class Members.

73. Bar of Other Proceedings. The Parties agree to support a stay of all proceedings in this Action, except as may be necessary to implement the terms of the Settlement. Pending a final determination of whether the Settlement should be approved, the Putative Class Members and all persons purporting to act on their behalf, including Class Counsel, are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any Defendant Releasees any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims or the claims released in Paragraph 67.

## **I. CONSTRUCTION**

74. Construction of Terms. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's length negotiations between the Parties and 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 or its counsel participated in the drafting of this

Settlement Agreement.

75. **Invalidation.** Unless otherwise stated herein, invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

76. **Captions and Interpretations.** The captions of this Settlement Agreement are solely for reference and have no legal effect whatsoever and will not in any way affect the interpretation or construction of this Settlement Agreement.

**J. MODIFICATION**

77. **Modification.** This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties. This Settlement Agreement may not be discharged except by performance in accordance with the terms or by a writing signed by the Parties.

78. **Integration Clause.** This Settlement Agreement contains the entire agreement between the Parties, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's counsel, relating to the resolution of the Action, are merged into this Settlement Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Settlement Agreement exist.

No rights under this Settlement Agreement may be waived except in writing.

**K. MISCELLANEOUS**

79. **Signatory Authorization to Settle.** The signatories to this Settlement Agreement hereby represent that they are fully authorized to enter into this Settlement and bind the Parties to the terms and conditions of this Settlement.

80. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts, including, without limitation, by facsimile transmission or by transmission of a .pdf or

other similar image file via e-mail. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, including, without limitation, those sent by facsimile transmission or by transmission of a .pdf or other similar image file via e-mail, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

81. Non-Disparagement. Plaintiff and Defendant (limited to, for purposes of this clause only, Defendant's corporate legal personnel, corporate human resources personnel, and corporate officers and directors) will refrain from disparagement of the other.

82. Non-Solicitation. Plaintiff will not solicit, contact, or otherwise encourage other current or former contractors or employees of Defendants, to assert claims against Defendant in this Action outside of the Notice or in any separate proceeding.

83. No Right to Reengagement or Hire. Class Representative agrees that he will have no right to be engaged or hired by any of the Defendant or any corporate entity affiliated with any of the Defendant. Should the Court not approve this provision, it shall not constitute grounds for Defendant to void this Settlement Agreement.

84. Governing Law. This Settlement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to choice of law principles.

85. Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each Party shall bear his or its own attorney fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Settlement Agreement.

86. Different Facts. The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the

terms of this Settlement may turn out to be other than, or different from, the facts now known by each party and/or its counsel, or believed by such party or counsel to be true, and each party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Settlement shall be in all respects effective and binding despite such difference.

87. No Prior Assignments. The Parties 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.

88. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Participating Class Members, and their heirs, trustees, executors, administrators, successors and assigns and to the benefit of Defendant and the Defendant Releasees, and their present and former, parent companies, subsidiaries, divisions, affiliates, related companies, joint ventures, and each of their respective present and former officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners, predecessors, successors and assigns, although not specifically named herein.

89. Signatures of All Settlement Class Members Unnecessary to be Binding. It is agreed that, because the Putative Class Members are numerous, it is impossible or impractical to have each one execute this Agreement. It is agreed that, for purposes of seeking approval of the Settlement, this Agreement may be executed on behalf of Putative Class Members by Class Counsel and Plaintiff.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of the Settlement Agreement shall be the date of the latest signature.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**BY PLAINTIFF:**

12/15/2023

Date

12/15/2023

Date

DocuSigned by:  
  
B86858A3FBC7493...  
WILLIAM MILFORD

DocuSigned by:  
  
4CD9765211D2463...  
Hillary Schwab  
Rachel Smit  
FAIR WORK, P.C.  
192 South Street, Suite 450  
Boston, MA 02111  
Tel: (617) 607-3260  
Fax: (617) 488-2261  
[hillary@fairworklaw.com](mailto:hillary@fairworklaw.com)  
[rachel@fairworklaw.com](mailto:rachel@fairworklaw.com)

Counsel for Plaintiff



**BY DEFENDANT:**

12/13/2023  
Date

  
\_\_\_\_\_  
ROEHL TRANSPORT, INC.

12/14/2023  
Date

By: Rick Roehl, CEO  
  
\_\_\_\_\_  
James Eckhart  
Christopher Eckhart  
Scopelitis, Garvin, Light, Hanson, & Feary, P.C.  
10 West Market Street, Suite 1400  
Indianapolis, IN 46204  
Tel: 317.637.1777  
Email: [jeckhart@scopelitis.com](mailto:jeckhart@scopelitis.com)  
[ceckhart@scopelitis.com](mailto:ceckhart@scopelitis.com)

Counsel for Defendant

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

**You are receiving this notice because you may be entitled to money from a settlement with  
Roehl Transport, Inc.**

**THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

**This is not a solicitation from a lawyer.  
The United States District Court for the Eastern District of Wisconsin  
authorized this Notice.**

**TO: <<First\_Name>> <<Last\_Name>>  
<<Settlement\_ID >>**

**RE: Settlement of claims that drivers were paid less than minimum wage during training**

- A proposed classwide settlement has been reached between the Plaintiff, William Milford ("Class Representative"), and the Defendant, Roehl Transport, Inc. ("Defendant") regarding Plaintiff's claims that Defendant failed to pay the minimum wage during training.
- For settlement purposes only, the Court has preliminarily certified two classes:
  - (1) All individuals who earned their CDL before coming to Roehl and participated in the Roehl Transport Safety and Job Skills Training Program and who received trainee pay during the three years preceding the filing date of the complaint and who do not opt out of the Wisconsin law claims as part of the settlement notice process (the "**Rule 23 Wisconsin Minimum Wage Class**"); and
  - (2) All individuals who earned their CDL before coming to Roehl and participated in the Roehl Transport Safety and Job Skills Training Program and who received trainee pay during the three years preceding the filing date of the complaint who opt in to the FLSA claims as part of the settlement notice process (the "**FLSA Collective**").
- You are receiving this Notice because you have been identified as a member of both the Rule 23 Wisconsin Minimum Wage Class and the FLSA Collective. This Notice is to inform you about the settlement and your rights related to the settlement.

**For more information about the settlement, please visit the website:**

**<https://roehlsettlement.com>**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>PARTICIPATE IN THE SETTLEMENT</b>	<p>If you wish to receive your share of the settlement funds, you <b>must</b> submit a claim form. The deadline to submit a claim form is <b>[60 days after notice sent]</b>. The claim form is included with this notice and may also be submitted electronically on the settlement website: at <a href="https://RoehlSettlement.com">https://RoehlSettlement.com</a>.</p> <p>If you <b>do not</b> submit a claim form by <b>[60 days after notice sent]</b>, <b>you will lose your right to receive a monetary payment from the settlement.</b></p> <p>More information about this option is available in section 9.</p>
<b>DO NOTHING</b>	<p>If you do nothing, your right to pursue the state law minimum wage claims will be released (meaning you cannot pursue those claims). You will <b>not</b> receive any monetary payment from the settlement. You will keep any right to sue separately under the FLSA, but your time to bring FLSA claims will be limited by either a two-year or three-year statute of limitation.</p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>If you exclude yourself from the settlement by [60 days after notice sent], you will not receive any payment, will not be considered a part of this settlement, and will not release any claims. You may not object to the settlement if you exclude yourself.</p> <p>More information about this option is available in section 9.</p>
<b>OBJECT TO THE SETTLEMENT</b>	<p>You may write to the Court if you object to the terms of the settlement. The deadline to object to the settlement is [60 days after notice sent]. You may not object if you exclude yourself from the settlement. You must submit a claim form to receive your share of the settlement funds, even if you object.</p> <p>More information about this option is available in section 9.</p>

### 1. What is this litigation about?

Plaintiff William Milford filed a lawsuit in United States District Court for the Eastern District of Wisconsin on August 3, 2022, on behalf of himself and other similarly situated

drivers, in a case titled *Milford, et al. v. Roehl Transport, Inc.*, Case No. 2:22-cv-00879-BHL. On October 28, 2022, Plaintiff filed a First Amended Class and Collective Action Complaint. The claims asserted by Plaintiff relate to the Roehl Transport Safety and Job Skills Training Program (“SJSTP”) and whether trainee pay complied with Wisconsin law and the Fair Labor Standards Act (“FLSA”). Defendant filed a Motion to Dismiss on November 14, 2022. On March 14, 2023, the Court ruled on Defendant’s Motion to Dismiss, and declined to dismiss Plaintiff’s minimum wage claims to the extent that they were based on his allegation that Roehl failed to pay him the minimum wage for all hours worked. As to all other counts, the Court dismissed Plaintiff’s claims. Defendant continues to deny the allegations in this case. However, the parties decided to enter into this Settlement after good faith, arm’s length negotiations, and believe that the settlement is fair and reasonable in light of the risks and expenses associated with continued litigation.

## 2. Who is included in the Settlement Class?

The following classes have been conditionally certified for settlement purposes only:

- (1) All individuals who earned their CDL before coming to Roehl and participated in the Roehl Transport Safety and Job Skills Training Program and who received trainee pay during the three years preceding the filing date of the complaint and who do not exclude themselves from the Wisconsin minimum wage class as part of the settlement notice process (the “**Rule 23 Wisconsin Minimum Wage Class**”); and
- (2) All individuals who earned their CDL before coming to Roehl and participated in the Roehl Transport Safety and Job Skills Training Program and who received trainee pay during the three years preceding the filing date of the complaint who consent to join the FLSA claims as part of the settlement notice process (the “**FLSA Collective**”).

## 3. What are the Benefits and Terms of the Settlement?

To settle this case on behalf of the class and collective, Defendant has agreed to pay a total of \$75,000 (the “Settlement Fund”), inclusive of all alleged damages, liquidated damages, penalties, interest, costs, and attorneys’ fees.

If the Court approves the settlement, you are eligible to receive a portion of the Settlement Fund after the attorneys’ fees and costs, a service award to the class representative, and the reasonable costs of settlement administration are paid from the Settlement Fund. The remaining amount is called the Net Settlement Fund. If the Court approves the settlement and you submit a claim form, you will receive an estimated Individual Settlement Amount of «**Settlement Amount**». You may also be eligible to be paid additional amounts from the settlement depending on how many others submit claim forms.

Your estimated Individual Settlement Amount was calculated using a formula with two components: (a) a fixed amount per week for each of the weeks you worked for Roehl while receiving trainee pay and (b) a variable amount based on your pro rata share of total SJSTP deductions during weeks while receiving trainee pay.

One half of your Individual Settlement Amount (1/2) will be treated as W-2 wages and the other half (1/2) as 1099 other income (reported in Box 3). The Settlement Administrator will report these amounts to the appropriate taxing authorities. Please consult with an accountant or other tax advisor regarding the tax consequences of the settlement.

Based on the records provided to the Settlement Administrator by Roehl, your estimated Individual Settlement Amount was based on <<weeks>> of work while receiving trainee pay. If you wish to dispute your estimated Individual Settlement Amount, you may notify the Settlement Administrator and provide documentation that supports your dispute, including the number of weeks you claim to have worked while receiving trainee pay.

#### **4. Who is Class Counsel?**

The Court has appointed Hillary Schwab and Rachel Smit of Fair Work, P.C. of Boston, Massachusetts, as Class Counsel to represent the Settlement Class. The contact information for Class Counsel is listed below in Section 10.

#### **5. How much are Attorneys' Fees and Costs and the Service Awards to the Class Representative?**

Class Counsel pursued this case on a contingent fee basis and to-date has not received any payment for their time spent litigating this case or reimbursement of their out-of-pocket expenses related to the litigation. As part of the settlement, subject to approval, Class Counsel will apply for attorneys' fees in an amount not to exceed \$25,000, which is one-third of the Settlement Fund. The payment for attorneys' fees and costs to Class Counsel will be recovered from the Gross Settlement Fund. Participating Class Members will not be required to make any payments to Class Counsel for attorneys' fees or other costs from their Individual Settlement Amounts.

Class Counsel will also ask the Court to approve a service award to William Milford in recognition of his assistance to Class Counsel and contribution to achieving the settlement on behalf of the Settlement Class, in an amount not to exceed \$5,000.

In addition, Class Counsel will ask the Court to approve payment of reasonable costs of settlement administration to Optime Administration, LLC, the settlement administrator chosen by the parties to administer this settlement. The costs of administration are anticipated to be approximately \$\_\_\_\_\_.

## 6. What happens if the Court Approves the Settlement?

If the Court approves the proposed settlement, all Settlement Class Members who submit a timely claim form will be entitled to receive their estimated Individual Settlement Amount. Their FLSA claims will be dismissed with prejudice on the merits. Their state law minimum wage claims will also be dismissed with prejudice on the merits.

As for Settlement Class Members who do not submit claim forms, their minimum wage claims under state law will be released, unless they follow the instructions in section 9 for excluding themselves from the settlement. They will not release their claims under the FLSA. They will keep any right to sue separately under the FLSA, but their time to bring an FLSA claim will be limited by either a two-year or three-year statute of limitation.

Settlement Class Members who do not exclude themselves will be barred from bringing their own lawsuits for recovery against Defendant under the Wisconsin minimum wage law, to the fullest extent allowed by law. This is true even as to those Settlement Class Members who do not submit a claim form. Additionally, Settlement Class Members who do not exclude themselves from the settlement will release all claims relating to their participation in the Roehl Transport Safety and Job Skills Training Program, for which they received trainee pay, that were brought on behalf of the Rule 23 Wisconsin Wage Class or the FLSA collective.

Settlement Class Members who validly and timely request exclusion from the settlement will not be entitled to receive money or other relief as part of this settlement and will not release any claims.

## 7. What happens if the Court does not approve the Settlement?

If the Court does not approve the proposed settlement, the case will proceed as if no settlement has been attempted. This means that the case may not be certified by the Court as a class or collective action, which would mean that your interests would not be represented during the remainder of the litigation. If a class or collective is certified, class members could recover less than is provided for in this Settlement, more than is provided for in this Settlement, or nothing at all, and it cannot be predicted when any resolution would be reached.

## 8. When is the Fairness Hearing?

A remote hearing will be held before the Honorable Brett H. Ludwig, in the United States District Court for the Eastern District of Wisconsin on **[insert date]**, at **[insert time]**, in Courtroom 320 of the United States Federal Building and Courthouse at 517 E. Wisconsin Ave. in Milwaukee, WI 53202. The hearing will be accessible to all participants by Zoom. Information about how to attend the hearing by Zoom will be made available **[redacted]** or

may be requested from the Settlement Administrator. The purpose of the hearing is for the Court to decide whether the proposed settlement is fair, reasonable, and adequate as to the Class and should be approved and, if so, to determine what amount of attorneys' fees and costs should be awarded to Class Counsel and what amount should be awarded as a service award to the Class Representative.

## 9. What are my options regarding the Settlement?

If you are receiving this Notice, you have the following options:

a. **Participate in the Settlement:** If you wish to receive your share of the settlement funds, you **must** submit a claim form. The deadline to submit a claim form is **[60 days after notice sent]**.

If and only if you submit a claim form timely, you will receive an estimated Individual Settlement Amount of **«Settlement\_Amount»**, and you will release your claims against Defendant as described in section 6.

The claim form is included with this notice and may be submitted by mail, email, or fax to the Settlement Administrator, whose contact information is in section 10. The claim form may also be completed, signed, and submitted electronically on the settlement website: <https://RoehlSettlement.com>.

b. **Do Nothing:** If you do nothing, your right to pursue the Rule 23 minimum wage claims under state law will be released (meaning you cannot pursue those claims), but you will **not** receive any monetary payment from the settlement. You will keep any right to sue separately about the FLSA claims, but your time to bring an FLSA claim will be limited by either a two-year or three-year statute of limitation.

c. **Request Exclusion from the Settlement:** If you wish to be excluded from the settlement, you must request exclusion no later than **[insert date 60 days]**. Your request for exclusion from the settlement must state at the top of the letter "Request for Exclusion from Settlement in *Milford, et al. v. Roehl Transport, Inc.*, No. 2:22-cv-00879-BHL," and should include (1) your full name, address, email address, and telephone number; (2) a statement that you understand that you will not be eligible to recover any monies as part of the settlement as a result of your request for exclusion; and (3) your signature. All requests for exclusion must be returned by First-Class U.S. Mail to the Settlement Administrator at the address below. **If you exclude yourself from the settlement, you will not receive any monies from the settlement.**

d. **Object to the Settlement:** If you are a Settlement Class Member and you do not request to be excluded, you may object to the terms of the settlement. If you object and the settlement is approved, you will be barred from bringing your own lawsuit asserting Rule 23 minimum wage claims under state law or FLSA claims, and you will be



bound by the final judgment and release and all orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice if you choose to object. If you do, you will be responsible for your own attorneys' fees and costs.

If you object to the settlement you must, on or before [insert date 60 days]: (1) file your written objection with the United States District Court for the Eastern District of Wisconsin, and (2) serve copies of the objection on Class Counsel and Defense Counsel. A written objection should include, at a minimum, the following: (a) your full name, address, email address, and telephone number, (b) a description of the reason for your objection and any arguments supporting your objection, (c) a statement of whether you intend to appear at the Fairness Hearing, whether in person or through counsel, and (d) your signature (even if you are represented by counsel).

If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

#### **10. Are there more details available?**

If you have any questions or require additional information, please contact the Settlement Administrator:

Roehl Settlement Administrator  
c/o Optime Administration, LLC  
P.O. Box 3206  
Brockton, MA 02304  
Telephone: 844-625-7313  
Fax: 781-287-0381  
Email: [info@RoehlSettlement.com](mailto:info@RoehlSettlement.com)

You may also contact Class Counsel:

Hillary Schwab  
Rachel Smit  
Fair Work, P.C.  
192 South Street, Suite 450  
Boston, MA 02111  
Voice Mail: 857-800-0440  
Email: [class.admin@fairworklaw.com](mailto:class.admin@fairworklaw.com)

**PLEASE DO NOT CONTACT THE COURT CLERK REGARDING THIS MATTER**

## CLAIM FORM AND CONSENT TO JOIN LAWSUIT

I hereby opt in to this case and consent to participate in this settlement and receive a monetary payment. I understand that I am releasing any and all claims, demands, rights, liabilities, and/or causes of action relating to my participation in Roehl's orientation and the Roehl Transport Safety and Job Skills Training Program, for which I received trainee pay, that were brought on behalf of the Rule 23 Wisconsin Minimum Wage Class and the FLSA Collective in the lawsuit *Milford, et al. v. Roehl Transport, Inc.*, Case No. 2:22-cv-00879-BHL in the Eastern District of Wisconsin. These released claims include but are not limited to claims under the Wisconsin minimum wage statute and the Fair Labor Standards Act.

I hereby designate Class Counsel (as identified in Section 4 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date:

Signature:

Printed Name:

---

\*\*\*Note: This Lower Portion Will Not Be Filed with the Court\*\*\*

Phone Number:

Street Address:

City:

State:

Zip Code:

Email Address:

Please contact the Settlement Administrator at [info@RoehlSettlement.com](mailto:info@RoehlSettlement.com) or [insert telephone number] if your contact information changes.