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2 UNITED STATES DISTRICT COURT
3 NORTHERN DISTRICT OF CALIFORNIA
4

5 KASPER LEUZINGER, MICHAEL ALLEN
6 JENSEN, WILLIAM MATNEY-TATE, and
7 RICARDO AMEZCUA, on behalf of themselves and
8 all others similarly situated,

9 Plaintiff,

10 v.

11 GARDNER TRUCKING, INC., a California
12 corporation; GARDNER TRUCKING
13 CONVERSION, LLC, a California Limited Liability
14 Company; CRST EXPEDITED, INC., an Iowa
15 Corporation; CRST THE TRANSPORTATION
16 SOLUTION, INC., an entity of unknown formation;
17 and DOES 1 through 50, inclusive,

18 Defendants.
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Case No. 4:21-cv-04952-YGR

Consolidated with:
4:21-cv-07474-YGR
4:21-cv-07741-YGR
4:22-cv-06501-YGR

SETTLEMENT AGREEMENT

1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs, Kasper
3 Leuzinger, Michael Allen Jensen, William Matney-Tate, and Ricardo Amezcua, on behalf of themselves,
4 the putative settlement classes defined in Paragraphs 9 and 12 below (collectively, the “Settlement Classes”) and the PAGA Aggrieved Employees defined in Paragraph 16 below, and Defendant, CRST Expedited,
5 Inc., d/b/a CRST The Transportation Solution, Inc., including Gardner Trucking, Inc., Gardner Trucking
6 Conversion, LLC, and CRST Expedited, Inc. (collectively, “CRST”),¹ to settle the wage and hour class
7 actions involving the consolidated cases pending in the U.S. District Court for the Northern District of
8 California under Case No. 4:21-cv-04952-YGR, which have been recaptioned as *In re Gardner Trucking*
9 *Wage and Hour Litigation* (the Action). This Agreement is subject to the terms and conditions set forth
10 below and to the approval of the Court. If the Court does not execute and file an order granting Final
11 Approval of the Settlement, or if the associated judgment does not become final for any reason, this
12 Agreement shall be deemed null and void and shall be of no force or effect whatsoever.
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14 **Recitals**

15 A. Plaintiffs are prosecuting the Action on their own behalf and on behalf of the Settlement
16 Classes defined below against CRST. Plaintiffs allege that they and the Settlement Classes were injured as
17 a result of CRST’s violation of various wage-and-hour laws. They assert the following claims: (1) failure
18 to provide meal and rest periods under California law; (2) failure to pay minimum wages under California
19 law; (3) failure to pay vacation wages under California law; (4) failure to reimburse for necessary business
20 expenses as required by California law; (5) failure to provide accurate written wage statements under
21 California law; (6) failure to timely pay all final wages under California law; (7) engaging in unfair
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23 ¹ As a result of a corporate restructuring, CRST International, Inc. and Gardner Trucking, Inc. merged into
24 CRST Expedited, Inc. on January 2, 2021, which is now known as CRST Expedited, Inc. d/b/a CRST The
25 Transportation Solution, Inc. As of the date of that merger, CRST International, Inc. and Gardner Trucking,
26 Inc. ceased to exist. The former operations of Gardner Trucking, Inc. are now being operated as a separate
27 operating division referred to as CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. –
28 Dedicated West. For ease of reference, this Settlement Agreement refers to these operations as “Dedicated
West.” Similarly, as a result of the merger, CRST Expedited Inc.’s over-the-road operations are being
operated as a separate operating division referred to as CRST Expedited, Inc. d/b/a CRST The
Transportation Solution, Inc. – Expedited Solutions. For ease of reference, this Settlement Agreement refers
to these over-the-road operations as “Expedited Solutions.”

1 competition under California law; and (8) failure to pay minimum wage for all hours worked under the
2 federal Fair Labor Standards Act (FLSA).

3 B. CRST denies Plaintiffs' allegations and any liability to Plaintiffs and members of the
4 Settlement Classes and have asserted defenses to Plaintiffs' claims in the Action.

5 C. Arm's-length settlement negotiations have taken place between Counsel for the Settlement
6 Classes and counsel for CRST. The Parties mediated this matter on two separate days. Following the
7 Parties' second mediation, and with the assistance of Plaintiffs' and CRST's chosen mediator, Hon. Amy
8 D. Hogue (Ret.) (the "Mediator"), on October 16, 2023,² the Parties reached this Agreement. The
9 Agreement is the product of the Parties' mediations, as well as subsequent negotiations regarding relevant
10 terms that continued throughout the several months following the Parties' second mediation.

11 D. Plaintiffs, through their counsel, have conducted an investigation into the facts and the law
12 regarding the Action and have concluded that resolving the claims against CRST, according to the terms
13 set forth below, including the value of the Gross Settlement Amount, is in the best interest of Plaintiffs and
14 the Settlement Classes.

15 NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein
16 and for other good and valuable consideration, it is agreed by and among the undersigned that the Action
17 be settled, compromised, and dismissed on the merits with prejudice as to the Releasees (as defined in
18 Paragraph 23, subject to the approval of the Court, on the following terms and conditions:

19 **A. DEFINITIONS**

20 1. "Action" means the consolidated civil action captioned *In re Gardner Trucking Wage and*
21 *Hour Litigation*, which is pending in the U.S. District Court for the Northern District of California under
22 Case No. 4:21-cv-04952-YGR. It includes the following consolidated actions, previously captioned as (a)
23 *Amezcuca v. Gardner Trucking, Inc., et al.*, under Case No. 4:22-cv-06501-YGR in the U.S. District Court
24 for the Northern District of California; (b) *Jensen v. CRST Expedited, Inc.*, under Case No. 4:21-cv-07741-
25 YGR in the U.S. District Court for the Northern District of California; (c) *Leuzinger v. Gardner Trucking,*
26 *Inc., et al.*, under Case No. 3:21-cv-04952-TSH in the U.S. District Court for the Northern District of

27 ² Plaintiffs Leuzinger, Matney-Tate, and Jensen previously participated in an additional full-day, private
28 mediation with CRST on June 1, 2022 with a different mediator, Steven G. Mehta.

California; and (d) *Matney Tate v. Gardner Trucking, Inc., et al.*, under Case No. 3:21-cv-07474 in the U.S. District Court for the Northern District of California.

2. “Agreement” or “Settlement” means this Settlement Agreement, which the Parties acknowledge sets forth all material terms and conditions of the resolution of the dispute between them, which is subject to Court approval.

3. “Attorneys’ Fees and Costs” means the fees and litigation costs incurred by Settlement Classes Counsel or any other counsel retained by Plaintiffs and means one-third (33-1/3%) of the Gross Settlement Amount and reimbursement of all approved litigation costs expected not to exceed \$35,000.

4. “Class Representatives” or “Plaintiffs” mean the named Plaintiffs in the Action, Kasper Leuzinger, Michael Allen Jensen, William Matney-Tate, and Ricardo Amezcua.

5. “Court” means the United States District Court for the Northern District of California.

6. “Defendant(s)” means CRST Expedited, Inc., d/b/a CRST The Transportation Solution, Inc., Gardner Trucking, Inc., and Gardner Trucking Conversion, LLC (collectively, “CRST”).

7. “Defense Counsel” means Scopelitis, Garvin, Light, Hanson & Feary, P.C.

8. “Effective Date” means the date when all of the following events have occurred: (a) this Agreement has been executed by the Parties and by Settlement Classes Counsel and Defense Counsel; (b) the Court has issued an order granting preliminary approval to the Agreement; (c) notice has been given to members of the Settlement Classes providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Fairness Hearing to determine the fairness, adequacy, and reasonableness of the Settlement and has entered a final order and judgment approving this Settlement; and (e) in the event there are written objections filed prior to the Fairness Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief, or (ii) any appeal, writ, or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the

1 Settlement.

2 9. “Expedited Settlement Class” means: All California resident truck driver employees who
3 worked for CRST as part of what is now known as Expedited Solutions at any time from August 10, 2017
4 through February 29, 2024 (the “Expedited Class Period”).

5 10. “Fairness Hearing” or “Final Approval Hearing” means the hearing at which the Court will
6 determine whether the terms of the Settlement are fair, reasonable, and adequate for the Settlement Classes
7 and meet all applicable requirements for Final Approval.

8 11. “Final Approval Order” means the order by the Court approving the Settlement Agreement
9 following the Fairness Hearing and entering final judgment.

10 12. “Gardner-Dedicated West Settlement Class” means: All California resident truck driver
11 employees who worked for CRST as part of what is now known as Dedicated West at any time from April
12 6, 2016 through February 29, 2024, (the “Gardner-Dedicated West Class Period”).

13 13. “Gross Settlement Amount” means the maximum settlement amount of \$4,050,000 payable
14 by CRST. The Gross Settlement Amount includes (a) the Settlement Fund, (b) PAGA Penalties; (c)
15 Settlement Administration Costs, (d) Counsel for the Settlement Classes claims for Attorney Fees and
16 Costs, (e) a Service Award to each Plaintiff as approved by the Court, and (f) payroll taxes on any portion
17 of payments to the Settlement Classes or PAGA Aggrieved Employees that constitute wages. CRST will
18 have no obligation to pay any amount in connection with this Settlement apart from the Gross Settlement
19 Amount.

20 14. “Individual PAGA Payment” means the individual distribution from the PAGA Penalties
21 to PAGA Aggrieved Employees as described in Paragraph 60, below.

22 15. “Individual Settlement Payment” means the individual distribution from the Settlement
23 Fund to each Participating Class Member, as described in Paragraph 61, below.

24 16. “PAGA Aggrieved Employees” means: All California resident truck driver employees who
25 worked for CRST as part of what is now known as Dedicated West or Expedited Solutions at any time
26 during the PAGA Release Period.

27 17. “PAGA Release Period” means the time period from December 3, 2018 through February
28 29, 2024.

1 18. “PAGA Penalties” means the amount allocated to penalties to settle claims alleged under
2 the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, which is
3 \$200,000, with 75% allocated to the California Labor and Workforce Development Agency (“LWDA”)
4 and 25% allocated to the Settlement Fund for distribution to PAGA Aggrieved Employees, on a *pro rata*
5 basis as set forth in Paragraph 60, below.

6 19. “Participating Class Member(s)” means all members of the Settlement Classes who do not
7 timely and effectively opt out of the Settlement.

8 20. “Parties” collectively means Plaintiffs and CRST.

9 21. “Released Class Claims” means all wage and hour claims, known or unknown, at law or in
10 equity, which the Named Plaintiffs and the Settlement Classes have or may have, arising out of or related
11 to the wage and hour claims (including all derivative claims) and the facts and allegations asserted in the
12 Complaints, including the claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, Cal. Labor
13 Code §§ 201-204, 223, 225.5, 226.2, 226, 226.7, 227.3, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
14 1197, 1197.1, 1198, 2698-99, and 2802, IWC Wage Order No. 9, and claims under the Cal. Business &
15 Professions Code §§ 17200-17204 based on the foregoing. The Released Class Claims do not include the
16 certified claims of the Amended Piece-Rate Class in *Huckaby v. CRST Expedited, Inc.*, pending in the
17 Central District of California under Case No. 2:21-cv-07766-ODW (“*Huckaby*”), as defined by the Court
18 order granting class certification, in part, dated October 3, 2022 (ECF No. 60), and as amended in the order
19 granting CRST’s motion for reconsideration of that order, in part, dated April 10, 2023 (ECF No. 86).

20 22. “Released PAGA Claims” means any claims under Cal. Labor Code § 2698, *et seq.* (the
21 “PAGA claims”), related to the facts that were asserted or could have been asserted in the underlying wage
22 and hour claims brought under Cal. Labor Code §§ 201-204, 223, 225.5, 226.2, 226, 226.7, 227.3, 500, 510,
23 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698-99, and 2802 during the PAGA Release
24 Period. The Released PAGA Claims do not include the PAGA claims related to the claims that have been
25 certified on behalf of the Amended Piece-Rate Class in the *Huckaby* case identified in Paragraph 21. The
26 Aggrieved Employees of the Gardner-Dedicated West Settlement Class and the Expedited Settlement Class
27 will release all rights under Cal. Civil Code § 1542 as to the Released PAGA Claims only. Released PAGA
28 Claims are limited to those claims arising during the PAGA Period.

23. “Released Parties” means CRST and all its present and former officers, directors, shareholders, members, agents, employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, owners, successors, and assigns.

24. “Service Awards” means the amounts to be requested by the named Plaintiffs as award for their service to the Settlement Classes. Those amounts shall be as follows:

- a. For Plaintiff, Kasper Leuzinger: \$10,000.
- b. For Plaintiff, William Matney-Tate: \$10,000.
- c. For Plaintiff, Michael Allen Jensen: \$10,000.
- d. For Plaintiff, Ricard Amezcua: \$10,000.

25. “Settlement Administration Costs” means the costs and expenses incurred by the Settlement Administrator in the performance of its tasks and duties as provided by this Agreement, including the mailing of notices, distributing payments, recording opt-outs, and tax reporting costs. Such costs are not expected to exceed \$100,000.

26. “Settlement Administrator” means ILYM Group, Inc., or another mutually acceptable settlement administrator to be selected by the Parties.

27. “Settlement Classes” means the Gardner-Dedicated West Settlement Class and the Expedited Settlement Class, collectively.

28. “Settlement Fund” or “Net Settlement Amount” (“NSA”) means the Gross Settlement Amount minus court-approved Attorney Fees and Costs, Settlement Administration Costs, Plaintiffs’ Service Awards, and the PAGA Penalties.

29. “Counsel for the Settlement Classes” shall refer to the law firms of:

Setareh Law Group
9665 Wilshire Blvd., Suite 430
Beverly Hills, CA 90212

James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618

B. NON-ADMISSION OF LIABILITY

30. By entering into this Agreement, CRST, on behalf of itself and all Released Parties, deny that there is any basis in law or fact to find that they are liable for any of the claims alleged in the Action or

any potential or unknown claims based on facts alleged in the Action, including wage and hour violations, under state and federal law.

31. CRST specifically denies that any of the Released Parties have engaged in any unlawful or wrongful conduct against Plaintiffs or the Settlement Classes.

C. STIPULATION TO CONDITIONAL CLASS CERTIFICATION SOLELY FOR PURPOSES OF SETTLEMENT

32. For the purposes of this Settlement Agreement and the settlement of this Action only, the Parties agree to certification of this matter as a class action pursuant to Federal Rule of Civil Procedure 23. CRST does not waive, and expressly reserves, the right to challenge the propriety of class or collective action certification, or any other representative treatment of Plaintiffs' claims, for any other purpose, should the Court not certify the Settlement Classes.

33. Evidence of this Stipulation to certification of a class action for settlement purposes only will be deemed inadmissible for any other purpose in this or any other proceeding.

D. TERMS OF SETTLEMENT

34. **Gross Settlement Amount.** CRST shall fund the Gross Settlement Amount of \$4,050,000. The Gross Settlement Amount shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Class Claims and Released PAGA Claims released by Plaintiffs, members of the Settlement Classes and PAGA Aggrieved Employees; (b) Attorneys' Fees and Costs; (c) Settlement Administration Costs; (d) Plaintiffs' Service Awards; (e) payroll taxes on any portion of payments to the Settlement Classes or PAGA Aggrieved Employees that constitute wages; and (f) any other obligations of CRST under this Settlement Agreement. Subject to the sole exception set forth in Paragraph 35 below, in no event shall CRST pay more than \$4,050,000.

35. CRST represents that as of October 31, 2023, the Settlement Classes had worked an estimated 591,000 workweeks. If it is determined that the total number of workweeks exceeds 591,000 by more than 10% (i.e., if the total number of weeks worked by the Settlement Classes exceeds 650,100 workweeks for the time period extending through October 30, 2023, then either, (a) the Gross Settlement Amount will be increased on a proportional basis by the same number of percentage points above 650,100 (e.g., if there is an 11% increase in the total number of weeks worked by the Settlement Classes through

1 October 30, 2023, CRST will increase the Gross Settlement Amount by 1%); or (b) CRST may elect to end
2 the Class Period on an earlier date at CRST's discretion in order to limit the covered workweeks to no more
3 than 10% above 591,000 in lieu of paying a proportional increase to the Gross Settlement Amount.

4 36. **Attorneys' Fees and Costs.** Counsel for the Settlement Classes shall request that the Court
5 approve an award of attorneys' fees in an amount of one-third (33-1/3%) of the Gross Settlement Amount
6 plus all reasonable litigation costs, expected not to exceed \$35,000, subject to Court approval. CRST will
7 not oppose these requests. Attorneys' fees and costs shall be paid out of the Gross Settlement Amount.

8 37. The Court's approval of attorneys' fees and costs requested by Counsel for the Settlement
9 Classes is not a material term of the Agreement. If the Court does not approve the amount requested by
10 Counsel for the Settlement Classes for attorneys' fees or costs, or approves a lesser amount, the remaining
11 terms of the Agreement shall remain in force and effect. A denial by the Court of such request for attorneys'
12 fees or costs shall not be construed as a basis from which to abrogate the Agreement.

13 38. **Service Awards to Class Representatives.** Subject to Court approval, CRST will not
14 oppose Plaintiffs' request for Service Awards to be paid to the Named Plaintiffs from the Gross Settlement
15 Amount not to exceed \$10,000 each, as compensation for services rendered to the Settlement Classes. Any
16 such Service Award shall be separate from, and in addition to, any payment to which each Plaintiff may
17 otherwise be entitled as a Participating Class Member. Each Service Award shall be allocated as
18 miscellaneous income, which shall not be subject to payroll taxes and withholdings and will be reported on
19 an IRS 1099 Form. Each Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
20 on their respective Service Award.

21 39. The Parties agree that any amount awarded as the Service Award to a named Plaintiff less
22 than the requested amount shall not be a basis for Counsel for the Settlement Classes to void this Agreement
23 nor to appeal that aspect of the District Court's ruling. Should the District Court approve a lesser amount
24 for the Service Awards, the difference shall be part of the Settlement Fund to be distributed to the
25 Participating Class Members.

26 40. **Settlement Administration Costs.** Plaintiffs sought bids based on an anticipated settlement
27 class size of approximately 13,000 putative class members and selected ILYM Group, Inc. as the low bidder
28 to be the third-party Settlement Administrator, which will send the Notice of Proposed Class Action

Settlement (“Class Notice”), an initial draft of which is attached hereto as “**Exhibit A**,” and perform the requisite tasks and duties, including: maintaining a website that lists key deadlines and has links to the Class Notice, preliminary approval order, motions for preliminary and final approval and for attorneys’ fees, and any other important documents in the case; the formatting and printing of the Class Notice and other documents to be mailed to the Settlement Classes (including Spanish translations, if needed); processing and maintaining Settlement Classes’ data; updating mailing addresses for members of the Settlement Classes before the initial mailing of the Class Notice; calculating estimated Individual Settlement Payments; providing declarations regarding administration as may be required by the Court; providing weekly status reports; resolving disputed claims; issuing Individual Settlement Payment checks; tax reporting and managing uncashed checks.

41. **Settlement Fund.** After deducting the portion of the Court-approved amount for PAGA Penalties, the Service Awards, Attorney Fees and Costs, Settlement Administration Costs, and payroll taxes on any portion of payments to the Settlement Classes or PAGA Aggrieved Employees that constitute wages from the Gross Settlement Amount, the remaining balance will be distributed to Participating Class Members *pro rata* based on the total number of workweeks each worked during the applicable class period.

E. CLAIMS RELEASED BY THIS SETTLEMENT AGREEMENT

42. **Release of Claims by the Settlement Classes.** Upon CRST’s deposit of the Gross Settlement Amount with the Settlement Administrator, and except as to the right to enforce the terms and conditions of this Agreement, all Participating Class Members shall be deemed to have fully released the Released Parties from the Released Class Claims.

a. **Release of FLSA Claims.** Participating Class Members shall be required to affirmatively opt in for purposes of the Fair Labor Standards Act (“FLSA”) in order to waive all Released Class Claims falling under the FLSA by endorsing their Individual Settlement Payment checks, which shall contain thereon the following or substantially similar language:

By endorsing and cashing this check, I agree to the waiver of the wage and hour claims set forth in the Class Notice in *In re Gardner Trucking Wage and Hour Litigation*, including all claims under the Fair Labor Standards Act (“FLSA”), and hereby affirmatively opt into the FLSA claim and FLSA waiver for purposes of 29 U.S.C. § 216(b).

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1 This FLSA release shall not apply to PAGA Aggrieved Employees who timely submit a valid Request for
2 Exclusion from the Settlement Classes, and this language shall not appear on the checks provided to such
3 an individual for his or her Individual PAGA Payment only.

4 43. Upon CRST's deposit of the Gross Settlement Amount with the Settlement Administrator,
5 and except as to the right to enforce the terms and conditions of this Agreement, all PAGA Aggrieved
6 Employees shall be deemed to have fully released the Released Parties from the Released PAGA Claims.

7 44. **Mutual Release of Claims by Plaintiffs**

8 a. **Release.** In order to settle their claims against CRST in the Action, and as consideration for
9 CRST's payment of the Gross Settlement Amount, their respective Service Awards, and other good and
10 valuable consideration described in this Agreement, Plaintiffs, individually and on behalf of their heirs,
11 executors, administrators, and representatives, shall and do hereby forever release and discharge CRST and
12 the Released Parties from the Released Claims, and any and all other claims, charges, complaints, claims,
13 liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
14 demands, costs, losses, debts, and expenses (including attorney fees and costs), known or unknown, at law
15 or in equity, which they may now have or may have at the signing of this Agreement, against CRST or the
16 Released Parties arising out all transactions, matters, or occurrences between Plaintiffs and CRST prior to
17 the date of final approval of the Settlement. Without limiting the generality of the foregoing, this release
18 shall include, but not be limited to, any and all claims under the (i) Americans With Disabilities Act (ADA),
19 42 U.S.C. § 12101, *et seq.*, as amended; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the
20 Civil Rights Act of 1991; (iv) 42 U.S.C. § 1981, as amended; (v) the Age Discrimination in Employment
21 Act (ADEA), as amended; (vi) the Fair Labor Standards Act (FLSA), 29 U.S.C. § 216(b), as amended; (vii)
22 the Equal Pay Act; (viii) the Employee Retirement Income Security Act, as amended; (ix) the Consolidated
23 Omnibus Budget Reconciliation Act (COBRA), 29 U.S.C. § 1161, *et seq.*; (x) the Rehabilitation Act of
24 1973, as amended; (xi) the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*, as amended;
25 (xii) the Civil Rights Act of 1966; (xiii) the National Labor Relations Act, 29 U.S.C. § 151, *et seq.*; (xiv)
26 the Workers Adjustment and Retraining Notification Act (WARN), 29 USC § 2100 *et seq.*, as amended;
27 (xv) the California Fair Employment and Housing Act; (xvi) the California Constitution; (xvii) the
28 California Labor Code; (xviii) the California Government Code; (xix) the California Civil Code; and (xx)

1 any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and
2 all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims
3 based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud,
4 misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or
5 damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release
6 is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay,
7 vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
8 damages for pain and suffering, and attorney fees and costs. Finally, Plaintiffs hereby forever release and
9 discharge CRST and the Released Parties from any and all claims for attorney fees and costs arising out of
10 the matters released in this Agreement. This release does not include claims that cannot be released by
11 agreement, including but not limited to workers' compensation claims.

12 b. **Section 1542.** Plaintiffs specifically acknowledge that they are aware of and familiar with
13 the provisions of Section 1542, which provides as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
15 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
16 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
17 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
18 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
19 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
20 **PARTY.**

21 Plaintiffs, being aware of Section 1542, hereby expressly waive and relinquish all rights and benefits they
22 may have under Section 1542, as well as any other statutes or common law principles of a similar effect.
23 Plaintiffs and CRST may hereafter discover facts in addition to or different from those which they now
24 know or believe to be true with respect to the subject matter of the Released Claims and all the claims
25 referenced in this Agreement, but they stipulate and agree that Plaintiffs shall and hereby do fully, finally,
26 and forever settle and release any and all claims against CRST and the Released Parties, known or unknown,
27 suspected or unsuspected, contingent or non-contingent, which now exist or previously existed upon any
28 theory of law or equity without regard to the subsequent discovery of such different or additional facts.

1 45. **Period to Consider Terms of Agreement.** Plaintiffs acknowledge that they are entitled to
2 and have been given 21 days to consider whether to accept the terms of the release given in Paragraph 46
3 of this Agreement. If Plaintiffs execute this Agreement before the expiration of the 21-day period, they do
4 so voluntarily, upon the advice and with the approval of Counsel for the Settlement Classes, and they
5 expressly and voluntarily waive their right to consider the release set forth in Paragraph 45 for any remaining
6 portion of that 21-day period.

7 46. **Revocation of Agreement.** Plaintiffs understand that, after executing this Agreement, they
8 have the right to revoke it within seven days after execution. Plaintiffs understand that this Agreement will
9 not become effective and enforceable unless and until the 7-day revocation period has passed. The release
10 provided for in Paragraph 45 by Plaintiffs shall become effective and enforceable as of the Effective Date
11 of this Agreement provided that the Effective Date of this Agreement occurs after the seven-day revocation
12 period has expired.

13 47. **Waiver of Money or Damages.** Plaintiffs also agree that, to the extent permitted by law, if
14 a claim is prosecuted in their name against the Released Parties before any court or administrative agency,
15 they waive and agree not to take any award of money or other damages from such proceeding. Plaintiffs
16 agree that, if a claim is prosecuted in their name against Released Parties that, unless otherwise compelled
17 by law, they will immediately request in writing that the claim(s) be withdrawn upon a written request by
18 Defense Counsel.

19 **F. NOTICE TO MEMBERS OF THE SETTLEMENT CLASS**

20 48. Within 14 days of the Court's issuance of an order granting preliminary approval of the
21 Settlement, CRST shall provide the Settlement Administrator a spreadsheet list identifying all members of
22 the Settlement Classes, including their names, last known addresses, last known telephone numbers, last
23 known email addresses, the number of weeks during which each member of the Settlement Classes was
24 employed by Dedicated West or Expedited Solutions during the applicable Class Period (and, for PAGA
25 Aggrieved Employees, the number of weeks during which they were employed by Dedicated West or
26 Expedited Solutions during the PAGA Period), and the social security number or tax identification number
27 under which all compensation was paid to the member of the Settlement Classes ("Class List"). This
28 information will be provided confidentially to the Settlement Administrator only, and the Settlement

1 Administrator shall treat the information as private and confidential and take all necessary precautions to
2 maintain the confidentiality of the Class List. The Settlement Administrator shall not share the Class List
3 with any other party or counsel for any of the Parties. This information is to be used only to carry out the
4 Settlement Administrator's duties as specified in this Agreement.

5 49. Within 10 days of receipt of the Class List, the Settlement Administrator shall send a Class
6 Notice to each member of the Settlement Classes by First Class U.S. Mail and by email.

7 50. No claim form is required for each Participating Class Member to receive a proportionate
8 share of the Settlement Fund. The Settlement Administrator will calculate and mail an Individual Settlement
9 Payment to each Participating Class Member and an Individual PAGA Payment to each PAGA Aggrieved
10 Employee pursuant to Paragraph 62, below, after the close of the opt-out period described in Paragraph 67,
11 below.

12 51. To provide the best notice practicable, any Class Notice sent to an email address that replies
13 as an invalid or undeliverable email address shall not be relied upon, and the Settlement Administrator shall
14 solely rely upon the Class Notice concurrently sent by U.S. Mail. If any mailed Class Notice is returned to
15 the Settlement Administrator as non-deliverable with an updated mailing address affixed, it shall be sent by
16 First Class U.S. Mail to the forwarding address affixed thereto. If a Class Notice is returned as undeliverable
17 without a forwarding address affixed thereto, the Settlement Administrator shall attempt to locate a current
18 mailing address for the member of the Settlement Class by skip-tracing and will mail the Class Notice to
19 the updated address identified. If no current address can be located, the Class Notice for that individual will
20 be deemed undeliverable. If a Class Member whose Class Notice was undeliverable by U.S. Mail
21 nevertheless receives the copy of the Class Notice sent to his or her email address, that Class Member may
22 still receive payment under in the Settlement, object to the Settlement, or opt out of the Settlement; however,
23 in order to do so, the Class Member will have the added requirement of updating their mailing address with
24 the Settlement Administrator on or before the deadline to object or to opt out, as described in Paragraphs

25 52. On the remailing of Class Notices by the Settlement Administrator to an updated mailing
26 address found through skip-tracing or provided by Counsel for the Settlement Classes, the Settlement
27 Administrator shall keep a record of the postmark mailing dates for such re-mailed Class Notices and record
28 all undelivered Class Notices.

1 **G. EFFECT OF SETTLEMENT UPON TAXES AND EMPLOYER PLANS**

2 53. **No Tax Advice & Circular 230 Disclaimer.** No provision of this Agreement or other
3 communications or disclosures is, or was intended, to constitute tax advice within the meaning of United
4 States Treasury Department Circular 230 (31 C.F.R., Subtitle A, Part 10, as amended). The Parties further
5 represent they: (1) shall be solely responsible for reporting and paying any applicable federal, state and/or
6 local income tax, employment tax or any other withholding on all taxable income or other benefit they
7 individually receive as consideration exchanged pursuant to this Agreement; (2) have relied exclusively
8 upon their own, independent legal and tax advisors for tax advice in connection with this Agreement; and
9 (3) in keeping with their individual rights to due process, shall not be entitled to rely upon any
10 communication or disclosure by Plaintiffs, CRST, or Parties' counsel to avoid the payment of any
11 assessment, penalty, tax, attorneys' fees, and/or other amounts based on the taxability of any consideration
12 provided or exchanged pursuant to this Settlement Agreement.

13 54. The Parties make no representations concerning the taxability, tax treatment, or legal effect
14 of any tax laws on any consideration provided or exchanged pursuant to the Agreement, including any
15 Individual Settlement Payments or any Individual PAGA Payments and that Participating Class Members
16 should consult with their own tax advisors concerning the tax consequences of their receipt of any payment
17 under the Agreement.

18 55. For the purpose of calculating applicable taxes for the payment of the Individual Settlement
19 Payments paid to Participating Class Members (excluding any Service Fee Awards to Plaintiffs), the Parties
20 agree that one-third of the Individual Settlement Payments will be allocated to taxable wages, and two-
21 thirds of the Individual Settlement Payments will be allocated to interest, penalties, and liquidated damages
22 and will not be subject to tax withholding. The Settlement Administrator shall be responsible for issuing
23 and providing IRS Forms W-2s and 1099s to Participating Class Members for their Individual Settlement
24 Payments. Accordingly, any applicable withholdings for payroll taxes owed by CRST under this Agreement
25 will be paid and deducted from the Gross Settlement Amount. Unless otherwise specifically set forth herein,
26 Plaintiffs, Participating Class Members and Counsel for the Settlement Classes will be responsible for
27 payment of their own tax obligations, if any. Members of the Settlement Classes who may have questions
28 about their tax liability, if any, should consult independent tax counsel. Except as otherwise provided herein,

1 the Released Parties shall have no liability or responsibility whatsoever for the taxes due by Participating
2 Class Members related to the distribution and payment of the Gross Settlement Amount. Each Participating
3 Class Member shall be responsible for the payment of any taxes due by him or her in connection with any
4 distribution and payment from the Gross Settlement Amount. In addition, the individual receiving the
5 Individual Settlement Payment shall indemnify and hold harmless each of the Released Parties for any taxes
6 related to the distribution and payment of the Gross Settlement Amount.

7 56. **No Effect on Employer Plans.** Neither this Agreement nor any amounts paid under the
8 Agreement will modify any previously credited hours, days, or weeks of service under any program
9 sponsored by CRST for members of the Settlement Classes. Such amounts will not form the basis for
10 additional contributions to, benefits under, or any other monetary entitlement under any of CRST's
11 sponsored programs. The payments made under the terms of this Agreement shall not be applied
12 retroactively, currently, or on a going forward basis, as any form of compensation for the purposes of any
13 of CRST's programs. CRST retains the right to modify the language of its sponsored programs to effect
14 this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked,"
15 "weeks paid," "weeks of service," or any similar measuring term as defined by any programs for purpose
16 of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are
17 not required by this Agreement. CRST does not consider payments made under the Agreement as
18 "compensation" for purposes of determining eligibility for, or benefit accrual within, any employer-
19 sponsored programs, or any other plan sponsored by CRST.

20 **H. DISTRIBUTION OF GROSS SETTLEMENT AMOUNT**

21 57. The Settlement Administrator shall establish a Settlement Fund for purposes of
22 administering the Settlement.

23 58. Within 30 days following the Effective Date, CRST will deposit the Gross Settlement
24 Amount into the qualifying settlement fund (QSF) account established by the Settlement Administrator,
25 pursuant to Section 468B of the Internal Revenue Code.

26 59. CRST is not responsible for paying any interest on the amount deposited, and it is the
27 responsibility of the Settlement Administrator to select and administer the interest-bearing account.

28 ///

1 60. **Formula for Calculating Individual PAGA Payments.** The Parties agree to allocate
2 \$200,000 as PAGA Penalties. 75% of the PAGA Penalties (i.e., \$150,000) shall be paid to the LWDA.

3 a. The remaining 25% of the PAGA Penalties (i.e., \$50,000) shall be paid to the PAGA
4 Aggrieved Employees on a *pro rata* basis, based on the total number of weeks during which each PAGA
5 Aggrieved Employee was employed by Dedicated West or Expedited Solutions during the PAGA Period,
6 based on CRST's records. Absent evidence to the contrary, CRST's records shall be assumed correct for
7 purposes of calculating the number of weeks during which each PAGA Aggrieved Employee was
8 employed, as well as any payments made pursuant to the Agreement.

9 b. The sum of the number of weeks during which all PAGA Aggrieved Employees worked as
10 an employee truck driver of Dedicated West or as an Expedited Solutions during the PAGA Period, by all
11 PAGA Aggrieved Employees will be referred to as the "Total PAGA Workweeks."

12 c. The amount to be paid per workweek to a PAGA Aggrieved Employee will be calculated
13 by dividing \$50,000 by the Total PAGA Workweeks.

14 61. **Formula for Calculating Individual Settlement Payments.** The portion of the Settlement
15 Fund to pay Individual Settlement Payments to Participating Class Members shall be determined as follows:

16 a. The payment to each individual Participating Class Member will be based on their *pro rata*
17 share of the Settlement Fund, as determined by the total number of weeks during which each Participating
18 Class Member worked as an employee truck driver of Dedicated West during the Gardner-Dedicated West
19 Class Period or Expedited Solutions during the Expedited Class Period, based on CRST's records. Absent
20 evidence to the contrary, CRST's records shall be assumed correct for purposes of calculating the number
21 of weeks during which each member of the Settlement Classes was employed, as well as any payments
22 made pursuant to the Agreement.

23 b. The sum of the number of weeks during which all Participating Class Members worked as
24 either an employee truck driver of Dedicated West during the Gardner-Dedicated West Class Period or as
25 an employee truck driver of Expedited Solutions during the Expedited Class Period by will be referred to
26 as the "Total Class Workweeks."

27 c. The amount to be paid per workweek to a Participating Class Member will be calculated by
28 dividing the value of the Settlement Fund by the Total Class Workweeks.

1 **62. Distribution of Individual Settlement Payments and Individual PAGA Payments.**

2 Within 15 days after the funding of the QSF or within 45 days of the Effective Date, whichever is sooner,
3 The Settlement Administrator shall distribute the Court-approved Individual Settlement Payments and
4 Individual PAGA Payments by check to the last known mailing address for each Participating Class
5 Member and PAGA Aggrieved Employee.

6 **63. Uncashed Settlement Checks.** If any check remains uncashed after 180 days from the date
7 the check is issued, such check(s) will be canceled by the Settlement Administrator. Those funds will be
8 delivered to the State of California Unclaimed Property Fund. The Participating Class Members who do
9 not cash their Individual Settlement Payment checks shall remain bound by the terms of this Agreement.

10 **64. Distribution of Service Awards and Attorney Fees and Costs.** Within 15 days after the
11 funding of the QSF or within 45 days of the Effective Date, whichever is sooner, the Settlement
12 Administrator shall distribute the Service Awards to each Class Representative and shall distribute the
13 Attorney Fees and Costs to Counsel for the Settlement Classes, as approved and awarded by the Court.

14 **65. Settlement Administration Costs.** Within 15 days after the funding of the QSF, the
15 Settlement Administrator shall deduct the Court-approved sum for payment of its fee and costs for
16 administering the Settlement pursuant to its terms.

17 **I. OBJECTIONS TO AND OPTING OUT OF THE SETTLEMENT**

18 **66. Objections to the Settlement.** Members of the Settlement Classes wishing to object to the
19 Settlement must submit only to the Court a written and signed objection, postmarked or electronically
20 submitted via PACER at <https://ecf.cand.uscourts.gov>, within 50 days of the date of initial mailing or
21 re-mailing of the Class Notice. The postmark date or date of electronic or physical filing will be the exclusive
22 means to determine whether an objection has been timely submitted. Any members of the Settlement
23 Classes objecting to the Settlement must: (1) clearly identify the case name and case number of this Action;
24 (2) must include their name, address, and signature on the objection; and (3) must state the reasons for
25 objecting to the Settlement. All objections will be scanned into the electronic case docket, and the parties
26 will receive electronic notices of filings. Settlement Class Members may also appear at the Fairness Hearing
27 to present any timely submitted objection. Settlement Class Members may submit objections and appear at
28 the Fairness Hearing through their own attorneys, but, if they do so, they are solely responsible for hiring

1 and paying such attorneys. Counsel for the Settlement Classes will not represent any Settlement Class
2 Members with respect to any such objections to this Settlement, and any Settlement Class members who
3 request exclusion from the Settlement will not have standing to object to it.

4 **67. Exclusion From the Settlement.** Members of the Settlement Classes who wish to exclude
5 themselves from the Settlement must submit to the Settlement Administrator a written letter that must:
6 (1) contain the Class Member's name, address, and the last four digits of his or her Social Security Number;
7 (2) clearly state the Class Member's request to be excluded from the Settlement and from releasing the
8 Released Class Claims; (3) be signed by the Class Member or his or her lawful representative; and (4) be
9 postmarked within 50 days of the date of initial mailing or remailing of the Class Notice. A request to opt
10 out of the Settlement will be deemed timely if postmarked on or before the 50th day after the initial mailing
11 or remailing of the Class Notice.

12 **68.** Members of the Settlement Classes who timely opt out may not submit an objection to the
13 Agreement.

14 **69.** In the event that 10% or more of the Settlement Classes exercise their right to exclude
15 themselves and opt out of the Settlement, CRST retains the exclusive right, but not the obligation, to
16 withdraw from and terminate the Settlement and return all parties back to their same positions as before the
17 Settlement was reached and the Settlement Agreement was entered into or, alternatively, to reduce the Gross
18 Settlement Amount proportionally by the number of weeks worked for each member of the Settlement
19 Classes who opts out. In the event that CRST exercises its right to withdraw from and terminate the
20 Settlement under the terms set forth in this paragraph, CRST must notify Counsel for the Settlement Classes
21 and the Court in writing of such a decision no later than seven days prior to the date of the Fairness Hearing.
22 In the event of CRST's withdrawal, no party may use the fact that the Parties agreed to the Settlement for
23 any reason. Further, only in the event that CRST exercises its right to withdraw from and terminate the
24 Settlement, CRST shall be solely responsible for the costs of the settlement administration incurred to date.

25 **70. Disputes as to Workweeks Allocated.** Members of the Settlement Classes or PAGA
26 Aggrieved Employees who wish to dispute the Workweeks allocated to them in their Class Notice have the
27 option to submit to the Settlement Administrator a written letter that must: (1) contain the individual's name,
28 address, and the last four digits of his or her Social Security Number; (2) include documents or other

evidence in support of the individual's challenge to the number of Workweeks allocated to him or her; (3) be signed by the disputing individual or his or her lawful representative; and (4) be postmarked within 50 days of the date of initial mailing or remailing of the Class Notice. A letter of Dispute as to Workweeks Allocated will be deemed timely if postmarked on or before the 50th day after the initial mailing or remailing of the Class Notice. If a valid dispute letter is received timely, the Settlement Administrator shall review the written explanation and any supporting documentation provided, as well as CRST's records, to resolve any disputes regarding the accurate number of Workweeks. CRST's calculation of Workweeks will be presumed accurate unless clear and compelling documentary evidence has been provided that establishes that a mistake was made by CRST. The Settlement Administrator shall investigate the dispute, request information from CRST as necessary, and determine whether any additional amount is owed to the disputant. The Settlement Administrator's determination as to such disputes shall be final.

J. SCHEDULE FOR PRELIMINARY AND FINAL APPROVAL

71. The following procedures for obtaining the Court's approval shall be implemented with respect to the Settlement, notice to the Settlement Classes, and all benefits provided under this Agreement:

72. **Stay of All Litigation.** As of the filing of the motion for preliminary approval of this Settlement, and pending preliminary and final approval of the Settlement, the Parties agree that there will be a stay of all litigation not reasonably necessary for approval by the Court of this Agreement and all terms herein. The Parties additionally agree that all litigation in the separately pending PAGA action filed by Plaintiff Matney-Tate, entitled *Matney-Tate v. Gardner Trucking, Inc.*, pending in California Superior Court for San Joaquin County under Case No. STK-CV-UOE-2021-11019, shall continue to be stayed pending settlement approval proceedings in this Action.

73. **Request for Approval by the Court.** Counsel for the Settlement Classes will prepare and file a mutually agreeable motion for preliminary approval of this Agreement the applicable deadline set by the Court in the Action. Should the Court grant preliminary approval of the Settlement, Counsel for the Settlement Classes will also prepare and file a mutually agreeable motion for final approval of the Settlement within the applicable deadline set by the Court.

74. Prior to the Fairness Hearing, the Settlement Administrator shall provide written reports or declarations to the Parties and Parties' Counsel describing, among other things, the process and results of

1 the settlement administration process, the total number of opt-out requests received (both timely and valid
2 or otherwise), the total number of notices of objection received (both timely and complete or otherwise),
3 the total number of disputes received (both timely and valid or otherwise), and the actual or projected
4 Settlement Administration Costs to date, which report or declarations Plaintiffs may file with the Court
5 prior to the Fairness Hearing.

6 75. **Notice to State and Federal Officials and Filing of the Third Amended Consolidated**
7 **Complaint.** Within ten days of execution of this Agreement, Counsel for the Settlement Classes shall file
8 another letter with the LWDA providing the LWDA with notice, pursuant to Cal. Lab. Code § 2699.3, of
9 all claims being released as part of this settlement, including notice of Plaintiffs' allegation that CRST failed
10 to pay all wages owed based on a rounding policy in effect during the Gardner-Dedicated West Class Period.
11 Following exhaustion of the 65-day notice period required under Cal. Lab. Code § 2699.3(a)(2)(A),
12 Plaintiffs will file a Third Amended Consolidated Complaint, which will include all claims being released
13 as part of this Settlement by Plaintiffs, the Gardner-Dedicated West Settlement Class, the Expedited
14 Settlement Class, and the PAGA Aggrieved Employees.

15 76. On the same date or prior to the date that Counsel for the Settlement Classes files the Motion
16 for Preliminary Approval of this settlement, Counsel for the Settlement Classes shall additionally file a
17 notice with the LWDA providing the LWDA with notice of the Settlement as required by Cal. Labor Code
18 § 2699(l)(2). The hearing on the motion for preliminary approval shall be set for no earlier than 70 days
19 after the motion is filed.

20 77. Within 10 days of the date Plaintiffs file a Motion for Preliminary Approval of this
21 Settlement, CRST shall serve the Notice of this Stipulation on the appropriate federal and state officials, as
22 required by the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715(b).

23 78. **Dismissal with Prejudice of the Action.** The Action shall be dismissed with prejudice
24 within ten days after CRST deposits the Gross Settlement Amount into the QSF account as described in
25 Paragraph 59 of this Agreement, as part of the consideration for the Settlement. On the same date, Plaintiff
26 Matney-Tate shall additionally move to dismiss his separately pending PAGA action entitled *Matney-Tate*
27 *v. Gardner Trucking, Inc.*, pending in California Superior Court for San Joaquin County under Case No.
28 STK-CV-UOE-2021-11019.

79. **Duties of the Parties Following Final Court Approval.** Following final approval of the Settlement, Counsel for the Settlement Classes will submit a mutually agreeable Final Approval Order: approving the Agreement, adjudicating the terms thereof to be fair, reasonable, and adequate; directing consummation of all terms and provisions; dismissing the Action with prejudice; and, without affecting the finality of the Final Approval Order, allowing the Court to retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Final Approval Order and the Agreement. The executed Final Approval Order shall be posted on the Settlement Administrator's website.

K. MISCELLANEOUS PROVISIONS

80. **Mutual Full Cooperation.** The Class Representatives, CRST, Counsel for the Settlement Classes, and Defense Counsel agree to cooperate fully with each other to accomplish the terms of this Agreement, including execution of necessary documents and other such other action as may reasonably be necessary to implement the terms herein.

81. **Parties' Authority.** The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and bind Plaintiffs, the Gardner-Dedicated West Settlement Class, the Expedited Settlement Class, and CRST to all terms stated herein.

82. **Binding Nature of the Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiffs represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered any of the Released Claims.

83. This Agreement may not be admitted into evidence or used in any proceeding except an action, motion or proceeding to approve, interpret, or enforce the terms of this Agreement.

84. **Amendments.** Material amendments to this Agreement may be made only by a written instrument signed by Counsel for the Settlement Classes, Plaintiffs, Defense Counsel, and CRST. Plaintiffs and CRST authorize their respective counsel to make any ministerial amendments or modifications to this Agreement, including formatting changes, typographic corrections, and any necessary revisions to the draft Class Notice documents attached hereto, by way of written instrument signed by Counsel for the Settlement Classes and Defense Counsel on their respective clients' behalf. No rights under this Agreement may be waived except in writing.

1 85. **Joint Drafting of Settlement Documents.** Counsel for the Settlement Classes and Defense
2 Counsel have arrived at this Agreement through a series of informed and arm's-length negotiations,
3 including two private, full-day mediations, and taking into account all relevant factors, present and potential.
4 This Agreement has been drafted jointly by Counsel for the Settlement Classes and Defense Counsel and,
5 therefore, in any construction or interpretation of this Agreement, the same shall not be construed against
6 any of the Parties.

7 86. **Public Comments Regarding the Action or the Agreement.** Neither Plaintiffs nor
8 Counsel for the Settlement Classes shall issue any press release related to the Settlement. Plaintiffs and
9 Counsel for the Settlement Classes agree that, prior to preliminary approval of the Settlement, they will
10 keep the terms of the Settlement confidential except for purposes of communicating with Plaintiffs.
11 Plaintiffs have been informed that the Settlement is confidential and shall be advised to keep the Settlement
12 confidential.

13 87. From and after preliminary approval of the Settlement, Plaintiffs and Counsel for the
14 Settlement Classes may: (a) as required by law; (b) as required under the terms of the Settlement; or (c) as
15 required under Settlement Classes Counsel's duties and responsibilities as Settlement Classes Counsel,
16 comment regarding the specific terms of the Settlement. In all other cases, Plaintiffs and Counsel for the
17 Settlement Classes agree to limit their statements regarding the terms of the Settlement, whether oral,
18 written or electronic (including the world wide web), to say the Action has been resolved. Nothing in this
19 Paragraph is intended to interfere with Settlement Classes Counsel's duties and obligations to faithfully
20 discharge their duties as Counsel for the Settlement Classes, including but not limited to, communicating
21 with members of the Settlement Classes regarding the Settlement.

22 88. Following entry of the order granting final approval of the Settlement, Counsel for the
23 Settlement Classes shall be prohibited from including information regarding the Settlement on its firm's
24 website.

25 89. All necessary disclosures may be made on the Parties' financial statements; to the Parties'
26 accountants and auditors; in public filings; to government regulatory agencies; and to any local, state, or
27 federal taxing authority; or as otherwise required by law.

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1 90. **Confidentiality of Documents.** After the expiration of any appeals period, the Settlement
2 Administrator, shall return to CRST all documents, deposition transcripts, declarations and other
3 information designated confidential by CRST and obtained in the Action or shall certify to Defense Counsel
4 that all such documents, transcripts, declarations, and other information, whether in paper or electronic
5 form, including copies, have been destroyed. Plaintiffs' Counsel shall retain those documents confidential
6 pursuant to any protective order and pursuant to its obligations and duties. Plaintiffs' Counsel may not use
7 the documents for any other cases or for any other purposes.

8 91. **Execution of the Agreement.** This Agreement may be executed in one or more
9 counterparts and by facsimile. All executed copies of this Agreement, and photocopies thereof, shall have
10 the same force and effect and shall be as legally binding and enforceable as the originals.

11 92. **No Third-Party Beneficiaries.** Plaintiffs, members of the Settlement Classes, CRST, and
12 the Released Parties are direct beneficiaries of this Agreement. There are no third-party beneficiaries of this
13 Agreement.

14 93. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
15 this Agreement and all matters arising out of, or related to, its implementation. The Court shall not have
16 jurisdiction to modify the terms of the Agreement without the consent of all Parties in writing.

17 94. **Severability.** In the event that any one or more of the provisions contained in this
18 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
19 illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Counsel for
20 the Settlement Classes, on behalf of the Parties and the Settlement Classes, mutually agree in writing to
21 proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

22 95. **Governing Law.** This Settlement is intended to and shall be governed by the laws of the
23 State of California, without regard to conflict of law principles, in all respects, including execution,
24 interpretation, performance, and enforcement.

25 96. **Disputes.** Any dispute arising out of or relating to this Agreement that cannot be resolved
26 by the Parties, other than a dispute by a member of the Settlement Classes, will be submitted to the Mediator,
27 Hon. Amy D. Hogue (Ret.), for further mediation. The Parties will split the Mediator's costs, and all Parties
28 will bear their own attorneys' fees and other costs incurred resolving any dispute arising out of this

Agreement. Nothing in this provision shall limit Counsel for the Settlement Classes ability to seek any such attorneys' fees and other costs incurred as part of the Gross Settlement Amount.

97. **Stay Upon Appeal.** In the event of a timely appeal from judgment and dismissal, the judgment shall be stayed, CRST shall have no obligation to fund the Gross Settlement Amount, and none of the Gross Settlement Amount shall be distributed. The actions required by this Settlement shall not take place until all appeal rights have been exhausted by operation of law.

PLAINTIFF KASPER LEUZINGER

Dated: 4/24/2024

By:



ID 5Ts3VeFaw7WQthU3y5r2gjVq

Kasper Leuzinger

PLAINTIFF WILLIAM MATNEY-TATE

Dated: _____

By:

William Matney-Tate

PLAINTIFF MICHAEL ALLEN JENSEN

Dated: 4/23/2024

By:



ID utd9G9oHN56tA128RQ66s8e3

Michael Allen Jensen

PLAINTIFF RICARDO AMEZCUA

Dated: 4/24/2024

By:



ID SwgaukMzWEa8GnqCFYbuTd3v

Ricardo Amezcua

CRST EXPEDITED, INC. d/b/a CRST The
Transportation Solution, Inc.

Dated: _____

By:

Lisa A. Stephenson, its General Counsel

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5 of the Gross Settlement Amount shall be distributed. The actions required by this Settlement shall not take
6 place until all appeal rights have been exhausted by operation of law.

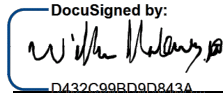
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8 PLAINTIFF KASPER LEUZINGER

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10 Dated: _____

By: _____
Kasper Leuzinger

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12 PLAINTIFF WILLIAM MATNEY-TATE

13 Dated: 4/23/2024
14 _____

By: 
William Matney-Tate

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16 PLAINTIFF MICHAEL ALLEN JENSEN

17 Dated: _____

By: _____
Michael Allen Jensen

18
19 PLAINTIFF RICARDO AMEZCUA

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21 Dated: _____

By: _____
Ricardo Amezcua

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24 CRST EXPEDITED, INC. d/b/a CRST The
25 Transportation Solution, Inc.

26 Dated: _____

By: _____
Lisa A. Stephenson, its General Counsel

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PLAINTIFF KASPER LEUZINGER

Dated: _____

By: _____
Kasper Leuzinger

PLAINTIFF WILLIAM MATNEY-TATE

Dated: _____

By: _____
William Matney-Tate

PLAINTIFF MICHAEL ALLEN JENSEN

Dated: _____

By: _____
Michael Allen Jensen

PLAINTIFF RICARDO AMEZCUA

Dated: _____

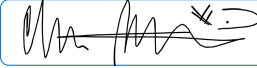
By: _____
Ricardo Amezcua

CRST EXPEDITED, INC. d/b/a CRST The
Transportation Solution, Inc.

Dated: April 24, 2024

By: 
Lisa A. Stephenson, its General Counsel

SETAREH LAW GROUP



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Dated: 4/30/2024

By:

Shaun Setareh
Jose Maria D. Patino, Jr.
Attorneys for Plaintiffs

JAMES HAWKINS APLC

Dated: _____

By:

James Hawkins
Gregory Mauro
Attorneys for Plaintiffs

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, P.C.

Dated: _____

By:

James H. Hanson
Attorney for CRST Expedited, Inc.

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SETAREH LAW GROUP

Dated: _____

By: _____
Shaun Setareh
Jose Maria D. Patino, Jr.
Attorneys for Plaintiffs

JAMES HAWKINS APLC

Dated: 04.23.2024

By:  _____
James Hawkins
Gregory Mauro
Attorneys for Plaintiffs

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, P.C.

Dated: _____

By: _____
James H. Hanson
Attorney for CRST Expedited, Inc.

SETAREH LAW GROUP

Dated: _____

By: _____

Shaun Setareh
Jose Maria D. Patino, Jr.
Attorneys for Plaintiffs

JAMES HAWKINS APLC

Dated: _____

By: _____

James Hawkins
Gregory Mauro
Attorneys for Plaintiffs

SCOPELITIS, GARVIN, LIGHT, HANSON &
FEARY, P.C.

Dated: _____

By: _____


James H. Hanson
Attorney for CRST Expedited, Inc.

EXHIBIT A

NOTICE OF CLASS AND PAGA SETTLEMENT

Kasper Leuzinger et al v. Gardner Trucking Inc., et al. (In re Gardner Trucking Wage and Hour Litigation)
U.S. District Court for the Northern District of California Case No. 4:21-cv-04952-YGR

**IF YOU ARE OR WERE A CALIFORNIA RESIDENT TRUCK DRIVER OF CRST
AS PART OF EITHER (1) WHAT IS NOW KNOWN AS DEDICATED WEST SOLUTIONS
AT ANY TIME FROM APRIL 6, 2016 THROUGH FEBRUARY 29, 2024,
OR (2) WHAT IS NOW KNOWN AS EXPEDITED SOLUTIONS
AT ANY TIME FROM AUGUST 10, 2017 THROUGH FEBRUARY 29, 2024,
THIS CLASS ACTION AND PAGA SETTLEMENT MAY AFFECT YOUR RIGHTS.**

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a consolidated class and representative action lawsuit entitled *Kasper Leuzinger et al v. Gardner Trucking Inc., et al.*, which has been recaptioned as *In re Gardner Trucking Wage and Hour Litigation*, U.S. District Court for the Northern District of California Case Nos. 4:21-cv-04952-YGR (the “Civil Action”). The purpose of this Notice of Class and PAGA Settlement (“Notice”) is to briefly describe the Civil Action, and to inform you of your rights and options in connection with it and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action.

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available online at [settlement website URL], by contacting class counsel at the phone numbers and email addresses listed below, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The website listed above lists key deadlines and has links to the notice, preliminary approval order, motions for preliminary and final approval and for attorneys’ fees, and any other important documents in the case.

A hearing concerning the Settlement will be held before the Honorable Yvonne Gonzalez Rogers on [redacted], at [redacted], in Courtroom 1 – 4th Floor of the U.S. District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612, to determine whether the Settlement is fair, adequate, and reasonable. The proposed Settlement will resolve all claims that were alleged or could have been alleged in the Civil Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED CLASS CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT. IN ADDITION, THIS PROPOSED SETTLEMENT RELEASES CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”). IF YOU WERE AN HOURLY OR NON-EXEMPT EMPLOYEE OF DEFENDANTS IN CALIFORNIA WITHIN THE LIMITATIONS PERIOD FOR THE PAGA CLAIMS, YOU WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED PAGA CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT. YOU CANNOT REQUEST TO BE EXCLUDED FROM THE RELEASE OF RELEASED PAGA CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

QUESTIONS? CALL [ILYM phone number] OR GO TO [settlement website URL]

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, as explained more fully below, you will be considered a Participating Class Member and will receive settlement benefits. You will also give up the right to pursue a separate legal action against CRST for the same or similar claims in this lawsuit as detailed further below in the section describing the released claims.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You have the option to pursue separate legal action against CRST with respect to the claims in this lawsuit, except for the Released PAGA Claims (defined below). If you would like to retain the option to do so, you must submit a written request to be excluded from the Class and the Settlement (“Opt Out”). If you elect to be excluded as such, you will not receive any benefits under the Settlement apart from the benefits that are allotted to you as a PAGA Aggrieved Employee, if any. As discussed below, please also be aware that the Released PAGA Claims are binding on the PAGA Aggrieved Employees regardless of whether an individual has submitted a valid request to be excluded from the Settlement and the release of the Released Class Claims. If you are a PAGA Aggrieved Employee who has requested to be excluded from the Settlement and the release of the Released Class Claims, you will still receive your Individual PAGA Payment and will still release the Released PAGA Claims.
OBJECT	To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement. You must remain a Class Member of the lawsuit to object to the Settlement.

Who is affected by this proposed Settlement?

The Court has certified the following Classes for settlement purposes:

All California resident truck driver employees who worked for CRST as part of what is now known as Dedicated West at any time from April 6, 2016 through February 29, 2024 (the “Gardner-Dedicated West Settlement Class,” “Class,” “Class Member,” or “Class Members”).

All California resident truck driver employees who worked for CRST as part of what is now known as Expedited Solutions at any time from August 10, 2017 through February 29, 2024 (the “Expedited Settlement Class,” “Class,” “Class Member,” or “Class Members”).

The Court has also approved the following “PAGA Aggrieved Employees” definition for settlement purposes: All California resident truck driver employees who worked for CRST as part of what is now known as Dedicated West or Expedited Solutions at any time from December 3, 2018 through February 29, 2024 (the “PAGA Release Period”).

According to CRST’s records, you are a member of the Class [and a PAGA Aggrieved Employee].

What is this case about?

Plaintiffs Kasper Leuzinger, Michael Allen Jensen, William Matney-Tate, and Ricardo Amezcua (“Plaintiffs” or “Class Representatives”) alleged claims against Defendants Gardner Trucking, Inc., Gardner Trucking Conversion, LLC, CRST Expedited, Inc., and CRST The Transportation Solution, Inc. (collectively, “CRST”) for: (1) failure to provide meal and rest periods under California law; (2) failure to pay minimum wages under California law; (3) failure to pay vacation wages under California law; (4) failure to reimburse for necessary business expenses as required by California law; (5) failure to provide accurate written wage statements under California law; (6) failure to timely pay all final wages under

California law; (7) engaging in unfair competition under California law; and (8) failure to pay minimum wage for all hours worked under the federal Fair Labor Standards Act (FLSA), as well as a representative claim for penalties pursuant to the California Labor Code Private Attorney General Act of 2004, Labor Code Sections 2698, *et seq.* (“PAGA”) based on the violations alleged above. Plaintiffs asserted these claims on behalf of the Class Members and PAGA Aggrieved Employees. Plaintiffs sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys’ fees.

CRST denies all liability in the Civil Action and is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. CRST contends that its conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification or to maintain a representative action.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiffs and CRST (collectively, the “Parties”), through their attorneys, and is not an admission of liability on the part of CRST. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members and PAGA Aggrieved Employees.

The Court has not ruled on the merits of Plaintiffs’ claims or CRST’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

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What are the Settlement terms?

Subject to the Court's final approval, the key terms of the Settlement are as follows:

Gross Settlement Amount

Subject to final Court approval, CRST will pay \$4,050,000.00 (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Settlement Payments"), all attorneys' fees and expenses (including court costs) to be paid to Counsel for the Settlement Classes, any Class Representative Service Awards, settlement administration costs and expenses, and all payments to PAGA Aggrieved Employees and the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, and payroll taxes on any portion of payments to members of the Gardner-Dedicated West Settlement Class, the Expedited Settlement Class, and the PAGA Aggrieved Employees that constitute wages. In no event will CRST be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amount

The "Settlement Fund" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) the Class Representative Service Awards to the Plaintiffs in an amount up to \$10,000.00 each for their services to the class as Class Representatives and individual releases for a total of \$40,000.00; (2) the Settlement administration costs to the Settlement Administrator, ILYM Group, Inc., currently estimated at approximately \$60,000, but not to exceed \$100,000; (3) \$200,000.00 for PAGA payments to the LWDA and the PAGA Aggrieved Employees ("PAGA Penalties"); and (4) Counsel for the Settlement Classes' attorneys' fees payment in an amount up to \$1,350,000.00 and Counsel for the Settlement Classes' litigation costs payment in an amount expected not to exceed \$35,000. All of these payments are subject to Court approval.

PAGA Penalties

The "PAGA Penalties" means the amount allocated to penalties to settle claims alleged under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, which is \$200,000.00. 75% of the PAGA Penalties or \$150,000.00 shall be paid to the LWDA and \$50,000.00 shall be distributed to the PAGA Aggrieved Employees.

Settlement Share Formulas

(a) Individual Settlement Payments (to Participating Class Members from the Settlement Fund)

If you are a Class Member and do not submit a valid and timely Opt Out, you will receive an Individual Settlement Payment determined based on the number of other Class Members that do not submit a valid and timely Opt Out (the "Participating Class Members") and your Workweeks.

The payment to each individual Participating Class Member will be based on their *pro rata* share of the Settlement Fund, as determined by the total number of weeks during which each Participating Class Member worked as an employee truck driver of either Dedicated West during the Gardner-Dedicated West Class Period or Expedited Solutions during the Expedited Class Period, based on CRST's records. "Total Class Workweeks" means the total number of weeks that you worked as an employee truck driver of Dedicated West during the Gardner-Dedicated West Class Period or as an employee truck driver of Expedited Solutions during the Expedited Class Period.

According to CRST's records, you are a Class Member and you worked [dates of employment].

Pursuant to these calculations, your projected Individual Settlement Payment under the Settlement based on your membership in the Class would be approximately \$_____. 1/3(or 33.333%) of your Settlement Payment will be allocated to taxable wages, and 2/3 (or 66.666%) of the Individual Settlement Payments will be allocated to interest, penalties, and liquidated damages and will not be subject to tax withholding. The Settlement Administrator shall be responsible for issuing and providing IRS Forms W-2s and 1099s to Participating Class Members for their Individual Settlement Payments.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with any Individual Settlement Payment. In addition, if additional Class Members are identified, your Individual Settlement Payment may be reduced based on the above formula.

(b) Individual PAGA Payments (to PAGA Aggrieved Employees from 25% of the PAGA Penalties)

As noted above, the PAGA Penalties in this case are \$200,000.00. \$150,000.00 of the PAGA Penalties, if approved, shall be issued to the LWDA. The remaining \$50,000.00 shall be paid to the PAGA Aggrieved Employees. This payment is calculated on a *pro rata* basis, based on the total number of weeks during which you were employed by Dedicated West or Expedited Solutions during the PAGA Period. As explained below, a PAGA Aggrieved Employee cannot Opt Out of the release of the PAGA Released Claims.

Pursuant to these calculations, your projected Individual PAGA Payment based on your workweeks as a PAGA Aggrieved Employee would be approximately \$_____. Taxes will not be deducted from your Individual PAGA Payment. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with the PAGA Payment. In addition, if additional PAGA Employees are identified, your Individual PAGA Payment may be reduced based on the above formula.

Settlement Distribution

The Settlement Administrator shall distribute the Court-approved Individual Settlement Payments and Individual PAGA Payments by check to the last known mailing address for each Participating Class Member and PAGA Aggrieved Employee within 15 days after the funding of the Qualified Settlement Fund or within 45 days of the Effective Date, whichever is sooner. To ensure that you receive all payments that may be due to you, please ensure that the contact information and mailing address on file with the Settlement Administrator is accurate:

[Name]
[Mailing Address]
[City, State ZIP]
[Phone Number]
[Email Address]

If any of the above is incorrect, please call the Settlement Administrator at _____ to update your contact information.

If any Individual Settlement Payment or Individual PAGA Payment check remains uncashed after 180 days from issuance, the Settlement Administrator will cancel those checks and shall pay the funds represented by such un-redeemed checks to the State of California Unclaimed Property Fund, as unclaimed property, in the name of the individual Participating Class Member and/or PAGA Aggrieved Employee. In that event, the Participating Class Member and/or PAGA Aggrieved Employee nonetheless shall be bound by the terms of the Settlement.

What claims are being released by the proposed Settlement?

Providing there is final Court approval of this Settlement, then as of the date that CRST transmits the Gross Settlement Amount to the Settlement Administrator, the Participating Class Members, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives, shall be deemed to have fully, finally, and forever released and discharged the Released Parties, and each of them, from all Class Released Claims.

“Released Class Claims” means all wage and hour claims, known or unknown, at law or in equity, which the Named Plaintiffs and the Settlement Classes have or may have, arising out of or related to the wage and hour claims (including all derivative claims) and the facts and allegations asserted in the Complaints, including the claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, Cal. Labor Code §§ 201-204, 223, 225.5, 226.2, 226, 226.7, 227.3, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698-99, and 2802, IWC Wage Order No. 9, and claims under the Cal. Business & Professions Code §§ 17200-17204 based on the foregoing. The Released Class Claims do not include the certified claims of the Amended Piece-Rate Class in *Huckaby v. CRST Expedited, Inc.*, pending in the Central District

of California under Case No. 2:21-cv-07766-ODW (*Huckaby*), as defined by the Court order granting class certification, in part, dated October 3, 2022 (ECF No. 60), and as amended in the order granting CRST's motion for reconsideration of that order, in part, dated April 10, 2023 (ECF No. 86).

Providing there is final Court approval of this settlement, then as of the date that CRST transmits the Gross Settlement Amount to the Settlement Administrator, the PAGA Aggrieved Employees, Plaintiffs, on behalf of themselves individually, the aggrieved employees, and the LWDA, and the LWDA, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives shall be deemed to have fully, finally, and forever released and discharged the Released Parties, and each of them, from all Released PAGA Claims.

"Released PAGA Claims" means any claims under Cal. Labor Code § 2698, *et seq.*, related to the facts that were asserted or could have been asserted in the underlying wage and hour claims brought under Cal. Labor Code §§ 201-204, 223, 225.5, 226.2, 226, 226.7, 227.3, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698-99, and 2802 during the PAGA Release Period. The Released PAGA Claims do not include the PAGA claims related to the claims that have been certified on behalf of the Amended Piece-Rate Class in the *Huckaby* case identified above. The Aggrieved Employees of the Gardner-Dedicated West Settlement Class and the Expedited Settlement Class will release all rights under Cal. Civil Code § 1542 as to the Released PAGA Claims only. Released PAGA Claims are limited to those claims arising during the PAGA Period.

The "Released Parties" means CRST and all its present and former officers, directors, shareholders, members, agents, employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, owners, successors, and assigns.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?

You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. However, no settlement payments will be made unless and until the Court grants final approval of the Settlement.

TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS

If you do not want to be part of the Settlement and do not want to be bound by the release of the Released Class Claims, you must submit a written request to be excluded from both (the "Opt Out") to the Settlement Administrator at the following address below, postmarked on or before **[Response Deadline]**:

ILYM Group, Inc.
[ILYM to add address]

In order to be valid, your written Opt Out must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) clearly state your request to exclude yourself from the Settlement and from releasing the Released Class Claims; (3) be signed by you or your lawful representative; and (4) be returned to the Settlement Administrator at the specified address postmarked on or before **[Response Deadline]**. If you do not submit a timely and valid written Opt Out, you will be bound by the release of Released Class Claims as described above and all other terms of the Settlement. If you timely submit a valid, signed written Opt Out, you will have no further role in the Civil Action as to the Released Class Claims, and you will not be entitled to any benefit as a result of Settlement as a Class Member. Any untimely or incomplete Opt Out shall be considered null and void. **You cannot object to the Settlement if you submit a valid Opt Out.**

This Settlement also resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as Private Attorneys of, and for, the State of California and the LWDA. A PAGA Aggrieved Employee will be bound by the release of the Released PAGA Claims upon approval of the Settlement by the Court at the Final Fairness and Approval Hearing, regardless of whether he or she submitted an Opt Out as a Class Member, and regardless of whether he or she cashes an Individual PAGA Payment check.

TO OBJECT TO THE SETTLEMENT

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you (or your attorney) must submit a written brief or statement of objection ("Objection") to the Court. You have two options for submitting the Objection:

(1) You may mail the Objection to (or file it in person at) the following address: United States District Court for the Northern District of California, Oakland Courthouse, Attn: District Judge Yvonne Gonzalez Rogers, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, California 94612.

(2) You may submit your Objection electronically via PACER at <https://ecf.cand.uscourts.gov>.

If you submit a written Objection, the Objection must: (1) clearly identify the case name and number: *In re Gardner Trucking Wage and Hour Litigation*, U.S. District Court for the Northern District of California Case No. 4:21-cv-04952-YGR; (2) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (3) state the grounds for the objection; (4) be signed by you or your lawful representative; and (5) be postmarked or electronically or physically filed with the Court on or before **[Response Deadline]**. If you timely submit an Objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

DISPUTES AS TO WORKWEEKS ALLOCATED

If you disagree with the number of Workweeks written on this Notice of Class and PAGA Settlement, you have the option of submitting a written explanation of why you believe the Workweeks count is inaccurate. The written explanation must be submitted to the Settlement Administrator and must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) include documents or other evidence in support of your challenge to the number of Workweeks allocated to you; (3) be signed by you or your lawful representative; and (4) be postmarked by **[Response Deadline]** and returned to the Settlement Administrator at the address specified below.

If you wish to dispute the number of Workweeks allocated to you, the Settlement Administrator to whom your optional written explanation disputing the number of Workweeks allocated to you must be mailed is:

ILYM Group, Inc.
[ILYM to add Address]

Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your optional written explanation. The Settlement Administrator will review your written explanation and any supporting documentation that you provide, as well as CRST's records, to resolve any disputes regarding the accurate number of Workweeks. CRST's calculation of your Workweeks will be presumed accurate unless you submit clear and compelling documentary evidence that establishes that a mistake was made by CRST. The Settlement Administrator shall investigate the dispute, requesting information from CRST as necessary and make the final determination of whether any additional amount is owed. All such challenges must be postmarked no later than **[Response Deadline]**.

WHAT IF I DO NOTHING?

If you do nothing, you will receive an Individual Settlement Payment and Individual PAGA Payment, if applicable, should the Court grant final approval of the Settlement. If you do nothing, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims, and barred from suing Defendants or any of the Released Parties on the Released Class Claims and Released PAGA Claims.

What is the next step in the approval of the Settlement?

The Final Fairness and Approval Hearing on the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the Class Representative Service Awards to the Class Representatives, if any, the PAGA Penalties, or any other aspect of the Settlement will be held **on _____, at _____**, in Courtroom 1 – 4th Floor of the U.S. District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612. The Final Fairness and Approval Hearing may be moved or continued without further notice. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment or Individual PAGA Payment. If you choose to attend the Final Approval Hearing, you may appear in person or remotely depending upon the Court's decision whether such a hearing will be held remotely or in person.

Please check the settlement website or the Court's PACER website to confirm that the date listed above has not changed. For instructions on how to access the case docket, please see the instructions above. If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: [settlement website URL].

How can I get additional information?

This Notice summarizes the Civil Action and the basic terms of the Settlement. More details are in the Class Action and PAGA Settlement Agreement. You may also request a copy of the Class Action and PAGA Settlement Agreement from Class/PAGA Counsel, at the address listed above. If you have questions regarding the Settlement, you may visit [settlement website URL], or you may contact the Settlement Administrator at [ILYM phone number].

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE OR THE SETTLEMENT.