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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 KASPER LEUZINGER, MICHAEL ALLEN
12 JENSEN, WILLIAM MATNEY-TATE,
13 AND RICARDO AMEZCUA ON BEHALF
14 OF THEMSELVES AND ALL OTHERS
SIMILARLY SITUATED,

15 Plaintiffs,

16 v.

17 GARDNER TRUCKING, INC., A
18 CALIFORNIA CORPORATION;
19 GARDNER TRUCKING CONVERSION,
20 LLC, A CALIFORNIA LIMITED
21 LIABILITY COMPANY; CRST
22 EXPEDITED, INC., AN IOWA
23 CORPORATION; CRST THE
TRANSPORTATION SOLUTION, INC.,
AN ENTITY OF UNKNOWN
FORMATION; AND DOES 1 THROUGH
50, INCLUSIVE,

24 Defendants.
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Case No. 4:21-04952-YGR

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 18, 2025
Time: 2:00 p.m.

Judge: Hon. Yvonne Gonzalez Rogers

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Leuzinger,*
6 *et al v Gardner Trucking, Inc., et al.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class and PAGA Settlement* (referred to as “Notice Packet”); (b) receiving and processing
18 requests for exclusion; (c) resolving Settlement Class Members’ disputes over the number of
19 workweeks Defendants have record of them working during the Class Period, which was pre-
20 printed on their individualized Notice Packet; (d) calculating individual settlement award amounts;
21 (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by
22 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
23 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
24 and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
25 to perform.

26 4. On September 18, 2024, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
28 Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On September 23, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, employee ID, social security number, last known mailing
3 address, last known telephone number, class workweeks and PAGA workweeks for each
4 Settlement Class Member. The data file was uploaded to our database and checked for duplicates
5 and other possible discrepancies. The Class List contained 12,495 individuals.

6 6. As part of the preparation for mailing, all 12,495 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On October 18, 2024, the Notice Packet was mailed, via U.S First Class Mail, to
15 all 12,495 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
16 correct copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 651 Notice Packets have been returned to our
18 office as undeliverable. ILYM Group performed a computerized skip trace on the 651 returned
19 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
20 for purpose of re-mailing the Notice Packet. As a result of this skip trace, 84 updated addresses
21 were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
22 Members, via U.S First Class Mail.

23 9. As of the date of this declaration, a total of 84 Notice Packets have been re-mailed
24 as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 567 Notice Packets have been deemed
26 undeliverable as no updated address was found, notwithstanding the skip tracing.

27 11. As of the date of this declaration, ILYM Group has received two requests for
28 exclusion. The deadline to request exclusion from the Settlement is January 21, 2025.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement is January 21, 2025.

13. As of the date of this declaration, ILYM Group will report a total of 12,493 Participating Class Members, representing 99.98% of the 12,495 Settlement Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, Settlement Administration Fees to ILYM Group, LWDA and Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 4,050,000.00
Class Counsel Fees	\$ 1,215,000.00
Class Counsel Litigation Costs	\$ 31,891.93
Enhancement Awards (Total)	\$ 40,000.00
Administration Fees	\$ 100,000.00
LWDA	\$ 150,000.00
Aggrieved Employees	\$ 50,000.00
Net Settlement Fund (estimated)	\$ 2,463,108.07

To determine a Participating Class Member's individual settlement award payment, the Net Settlement Fund will be divided by the total number of workweeks worked by all Settlement Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$197.88, with the estimated highest gross payment being \$1,513.06. Based on these calculations, the Aggrieved Employees will receive an estimated average gross payment of \$4.00, with the estimated highest gross payment being \$42.56.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$100,000.00. ILYM Group's work in

1 connection with this matter will continue with the calculation of the settlement award payments,
2 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
3 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
4 Group to perform.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
7 was executed this 27th day of November 2024, at Tustin, California.

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12 NATHALIE HERNANDEZ
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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 Nos. 4:21-cv-04952-YGR

THIS NOTICE IS BEING SENT TO NOTIFY YOU THAT IF YOU ARE OR WERE A CALIFORNIA RESIDENT TRUCK DRIVER EMPLOYED BY CRST IN CALIFORNIA AS PART OF EITHER (1) WHAT IS NOW KNOWN AS DEDICATED WEST AT ANY TIME BETWEEN APRIL 6, 2016 THROUGH FEBRUARY 29, 2024, OR (2) EXPEDITED SOLUTIONS AT ANY TIME BETWEEN AUGUST 10, 2017 THROUGH FEBRUARY 29, 2024, A CLASS ACTION SETTLEMENT HAS BEEN REACHED THAT MAY AFFECT YOUR RIGHTS.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered a Participating Class Member in the Settlement and will receive a settlement payment. You will also give up the right to file your own lawsuit against CRST for the same or similar claims alleged in this lawsuit, which are listed on page 6 of this notice, in the section describing the claims being released as part of the Settlement.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You have the option to file your own lawsuit against CRST for the same or similar claims alleged in this lawsuit, except for the claims the Settlement releases under California's Private Attorneys General Act ("Released PAGA Claims"), which are described in detail on page 6 of this notice. If you would like to retain the option to bring your own claims, you must submit a written request to be excluded from the Settlement. If you choose to exclude yourself from the settlement, you will not receive any benefits under the Settlement, except for any payment allotted to you under PAGA, provided you meet the definition of a "PAGA Aggrieved Employee" (which is on page 3 of this notice, in the section describing who is affected by the Settlement). Please be aware that even if you Opt Out, you will still receive any payment allotted to you under PAGA and will not be able to file your own lawsuit against CRST asserting the Released PAGA Claims.
OBJECT	To object to the Settlement, you must submit a written objection explaining why you oppose the Settlement. This option is available only if you do not exclude yourself from the Settlement.

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 No. 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 www.ilymgroup.com/gardnertrucking, 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, CA 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 February 18, 2025, at 2:00 p.m. in Courtroom 1 – 4th floor of the U.S. District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 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 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 PAGA RELEASED CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT. YOU CANNOT REQUEST TO BE EXCLUDED FROM THE RELEASE OF PAGA RELEASED CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM 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 from April 6, 2016, 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 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 of what is now known as Dedicated West or Expedited Solutions from December 3, 2018, through February 29, 2024 (the “PAGA Release Period”).

According to Defendants’ 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 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.

Defendants deny all liability in the Civil Action and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their 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 Defendants (collectively, the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. 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 Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel

Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
David Keledjian (SBN 309135)
david@setarehlaw.com

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Defense Counsel

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Chicago, IL 60603
P: 312-255-7200; F: 312-422-1224

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, Defendants 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, 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 Defendants be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amounts.

The "Net Class Settlement Amount" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) subject to Court approval, the Class Representative Service Awards to 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., estimated at approximately \$100,000.00; (3) \$200,000.00 for PAGA payments to the LWDA and the PAGA Employees ("PAGA Penalties") (75% of this or \$150,000.00 shall be paid to the LWDA and \$50,000.00 shall be distributed to the PAGA Aggrieved Employees as discussed below); and (4) Counsel for the Settlement Classes' attorneys' fees payment in an amount up to thirty percent (30%) \$1,215,000.00 and Counsel for the Settlement Classes' litigation costs payment in an amount of \$35,000.00. All of these payments are subject to Court approval.

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 Formula.**(a) Class Payment Share (Individual Settlement Payment)**

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 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 during the Class Period.

According to Defendants' records, you are a Class Member and you worked <<workweeks>> workweeks.

Pursuant to these calculations, your projected Individual Settlement Payment under the Settlement based on your membership in the Class would be approximately \$<<ClassEst.Amt>>. 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) PAGA Payment Share (Individual PAGA Payment)

As noted above, the PAGA Penalties in this case are \$200,000.00 divided as follows: \$150,000.00 of the PAGA Penalties, if approved, shall be issued to the LWDA, and the remaining \$50,000.00 shall be paid to 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 being a PAGA Aggrieved Employee would be approximately \$<<PAGAAmt>>. 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

If you disagree with the number of Workweeks written on this Notice of Class and PAGA Settlement, you must submit 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 January 21, 2025 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 to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

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 Defendants' records, to resolve any disputes regarding the accurate number of Workweeks. Defendants' calculation of your Workweeks will be presumed accurate unless you submit clear and compelling documentary evidence that establishes that a mistake was made by Defendants. The Settlement Administrator shall investigate the dispute, requesting information from Defendants as necessary and make the final determination of whether any additional amount is owed. All such challenges must be postmarked within the Response Deadline.

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 Defendants transmit 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 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 Claims"). The Released 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 Defendants transmit 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.* (the "PAGA claims"), arising out of 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 PAGA Payment Share. 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 Class Released 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 January 21, 2025.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

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) state your request to exclude yourself from the Settlement and to opt out of the Class Released Claims; (3) be signed by you or your lawful representative; and (4) be postmarked on or before January 21, 2025 and returned to the Settlement Administrator at the specified address. If you do not submit a timely and valid written Opt Out, you will be bound by the release of Class Released 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 Class Released 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 PAGA Released 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 a payment from the PAGA Fund.

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 may appear at the Final Fairness and Approval Hearing in person or telephonically, have an attorney object for you, or submit a written brief or statement of objection ("Objection") to the Court 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, CA 94612. Within your objection, please clearly identify the case

name and number *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 Nos. 4:21-cv-04952-YGR). You can also submit your objection electronically via PACER at <https://ecf.cand.uscourts.gov>.

If you submit a written objection, the Objection must: (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) state the grounds for the objection; (3) be signed by you or your lawful representative; and (4) be postmarked on or before January 21, 2025 and returned to the Court at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. **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.**

WHAT IF I DO NOTHING?

If you do nothing, you will receive an Individual Settlement Payment and Individual PAGA Payment if the Court grants 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 other 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 claims process, the Class Representative Service Awards to the Class Representatives, if any, the PAGA payment, or any other aspect of the Settlement will be held on February 18, 2025, at 2:00 p.m., in of the U.S. District Court for the Northern District of California, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, CA 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: www.ilymgroup.com/gardnertrucking.

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 contact the Settlement Administrator at 1-888-250-6810.

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