

**NOTICE OF SETTLEMENT FOR CURRENT AND FORMER CONTRACT DRIVERS
FOR CRST EXPEDITED, INC.**

*Please read carefully. Your legal rights may be affected.
You may also visit <https://www.CRSTSettlementClaim.com/> for
more information.*

AVISO DE ACUERDO PARA CHOFERES DE CONTRATO ACTUALES Y
ANTERIORES DE CRST EXPEDITED, INC. - Para español, comuníquese con el
administrador al (844) 625-7313.

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

TO: [First_Name] «Last_Name»]
CRST Driver Code: [DriverCode] (if applicable)

A settlement has been reached in a class action lawsuit against CRST International, Inc. and CRST Expedited, Inc. The settlement is on behalf of all individuals who have participated as contract drivers in CRST's Driver Training Program at any time between December 22, 2013, and December 31, 2020. You are receiving this notice because you have been identified as a class member. This notice informs you about your rights relating to this settlement.

Personal Information: [insert name]

- You are eligible to participate in the settlement as part of the following classes (described in more detail in Section 2 below): *Federal Wage Claims Class; Iowa Orientation Claim Class; Florida Orientation Claim Class; Iowa Consumer Claim Monetary Relief Class; Iowa Consumer Claim Non-Monetary Relief Class (as applicable)*
- Information about the minimum amounts that you are entitled to receive as part of this settlement (if you are eligible and submit a timely and valid claim form) is set forth in Section 3 below.
- For members of the Iowa Consumer Claim Non-Monetary Relief Class, you can contact the Settlement Administrator (contact information in Section 7, below) to find out the amount of your original monetary obligation to CRST and the reduced obligation pursuant to this settlement.
- *If applicable: You have already submitted a Consent to Join the federal wage claims in the case. In order to recover your monetary payment from the settlement, you still must submit a claim form.*

*Please visit <https://CRSTSettlementClaim.com/> for more information and/or to file a
claim to participate in this lawsuit.*

SECTION 1: YOUR OPTIONS REGARDING THE SETTLEMENT

You have four options in this lawsuit:

- (1) **File a claim:** In order to receive your monetary payment from this settlement, you must file a claim. The deadline to file a claim is **April 26, 2021**. **If you do not file a claim by April 26, 2021, you will lose your right to receive a monetary payment from the settlement.**
- (2) **Do nothing:** If you do nothing, your right to pursue all claims other than the Federal Wage Claims will be released (meaning you cannot pursue those claims), but you will not receive a monetary payment from the settlement. You will still be eligible for the non-monetary relief described in Section 3, below.
- (3) **Exclude yourself from the settlement:** If you wish to be excluded from the settlement, you must send a request to be excluded from the class to the settlement administrator. Further instructions are set forth in Section 5, below. The deadline to exclude yourself from the settlement is April 26, 2021.
- (4) **Object to the settlement:** You may object to the settlement. Further instructions are set forth in Section 5, below. The deadline to object to the settlement is April 26, 2021.

Please visit <https://CRSTSettlementClaim.com/> for more information and/or to file a claim to participate in this lawsuit.

SECTION 2: DESCRIPTION OF LAWSUIT

This proposed settlement would settle three lawsuits. First, on January 21, 2016, named plaintiff Juan Carlos Montoya brought a lawsuit against CRST Expedited, Inc. and CRST International, Inc. (collectively "CRST") challenging CRST's wage payment practices and practices relating to post-employment debt collection, etc., D. Mass. Case No. 1:16-cv-10095-PBS. Second, on June 12, 2020, named plaintiffs Larry Wimbish and Rinel Tertilus brought a lawsuit against CRST challenging CRST's practice of not paying drivers in Florida for attending orientation, Civil Action No. 16-2020-CA-003424 (Fla. 4th Cir., Duval Cty.). Third, on July 17, 2020, named plaintiffs Maurice Smith, Jeal Paul Bricault Jr., Jose Torres Rosado, Austin Coddington, and Kevin Hamilton brought a lawsuit against CRST challenging CRST's wage payment practices, post-employment debt collection practices, and enforcement of its non-competition provision, D. Mass. Case No. 1:20-cv-11353-PBS.

Settlement Classes

The settlement is on behalf of the following classes:

- (1) **Federal Wage Claims Class:** All individuals who have been affected by any of the Federal Wage Claims (described below) at any time since December 22, 2013, and have either already filed Consent to Join forms or have not yet been given an opportunity to file Consent to Join forms and do submit claim forms to participate in this settlement. **If you already received notice and an opportunity to join the Federal Wage Claims and did not do so, you are not eligible to participate in the settlement as to these claims.**
- (2) **Iowa Orientation Claim Class:** All individuals who have participated in Phase 2 orientation in Iowa between January 21, 2014, and December 31, 2020, and who do not file a request for exclusion from the settlement.
- (3) **Florida Orientation Claim Class:** All individuals who have participated in Phase 2 orientation in Florida between May 28, 2015, and December 31, 2020, and who do not file a request for exclusion from the settlement.
- (4) **Iowa Consumer Claim Monetary Relief Class:** All individuals who participated in any phase of CRST's Driver Training Program at any time after January 21, 2014, and have paid back training costs to CRST in excess of the amount that CRST paid in tuition to the Phase 1 CDL schools, through final paycheck deductions or through post-employment debt collection, at any time since January 21, 2014, and who do not file a request for exclusion from the settlement.
- (5) **Iowa Consumer Claim Non-Monetary Relief Class:** All individuals who participated in any phase of CRST's Driver Training Program at any time after January 21, 2014, and have been subject to training-related wage deductions and/or debt collection by CRST at any time since January 21, 2014.

Your notice identifies the classes for which you are eligible to participate in the settlement in the "Personal Information" section at the beginning of the notice. If you have any questions about your eligibility, please contact the CRST Settlement Administrator (contact information in Section 7, below).

Claims Subject to Settlement

The proposed settlement settles the following claims:

- (1) **Federal Wage Claims:**
 - a) **Federal Orientation Claim:** The Court has ruled that contract drivers are employees of CRST during Phase 2 orientation and should have been paid the federal minimum wage of \$7.25 per hour for orientation. The proposed settlement resolves this claim.
 - b) **Federal Wage Claims During Phase 3 and Phase 4:** There are three claims relating to drivers' work during Phase 3 and Phase 4:
 - **Deductions from Wages:** The Court has ruled that CRST's deductions from contract drivers' wages for wire charges, drug tests, physical examinations, processing fees, the map

pack and other tools of the trade, and transportation to Phase 2 were unlawful, to the extent that those deductions reduced drivers' pay below the federal minimum wage. The proposed settlement resolves this claim.

- **Last Paycheck Deductions:** The Court has ruled that CRST's deductions from contract drivers' last paychecks for the \$6,500 training fee (previously \$3,950), as well as the amounts described in section b above are unlawful, to the extent that those deductions reduced drivers' pay below the federal minimum wage. The proposed settlement resolves this claim.
- **Split Mileage Pay Rate:** The Court has ruled that CRST's split-mileage pay formula must compensate drivers at least the federal minimum wage for all compensable hours worked, including driving time and on-duty time. The proposed settlement resolves this claim.

(2) **Iowa Orientation Claim:** The Court has ruled that contract drivers who attended orientation in Iowa since January 21, 2014, should have been paid the Iowa minimum wage of \$7.25 per hour for orientation. The proposed settlement resolves this claim.

(3) **Florida Orientation Claim:** Plaintiffs assert that contract drivers who attended orientation in Florida since May 28, 2015, should have been paid the Florida minimum wage for orientation (which has ranged from \$8.05 per hour in 2015 to \$8.56 per hour in 2020). The proposed settlement resolves this claim.

(4) **Iowa Consumer Claim:** The Court has ruled that CRST's failure to disclose to drivers that the amount that CRST pays to the CDL schools for contract drivers to attend truck driving school is significantly lower than the \$3,950 to \$6,500 training fee charged by CRST is a prohibited practice under the Iowa consumer protection statute. The proposed settlement resolves this claim.

Other Settled Claims

In addition to the claims described above, for which the parties have agreed to a monetary settlement, there are additional claims for which the parties have agreed on a non-monetary settlement. They are:

(1) **Iowa Usury Claim:** The Court has ruled that CRST charged a usurious interest rate in violation of Iowa law when it sent debt collection letters to drivers that included an 18% interest rate. All contract drivers who have received debt collection letters from CRST listing 18% interest at any time since January 21, 2006 are members of this class. The proposed settlement resolves this claim for non-monetary relief, as described in Section 3, below.

(2) **Claims Relating to Enforcement of Non-Competition Provision:** In the *Smith* case, Plaintiffs alleged that CRST enforced its non-competition provision in violation of the provision's own terms and in violation of Iowa statutory and common law. The proposed settlement resolves this claim for non-monetary relief, as described in Section 3, below.

Sleeper Berth Claim

There is one claim that has been brought in the lawsuits that is being settled in part, as part of this proposed settlement. In *Montoya*, the Court has ruled that CRST should have counted all sleeper berth time in excess of eight hours per day as compensable working time under the federal Fair Labor Standards Act. The parties have agreed that judgment shall enter in Plaintiffs' favor on this claim for a minimum of \$2,500,000, including all payments to be owed to the Federal Wage Claims Class for this claim and all attorneys' fees and litigation costs. CRST shall then be permitted to appeal the Court's decision on liability on this claim. Once all appeals are exhausted, if the Court's decision is affirmed, the \$2,500,000 would be divided as follows: (1) up to \$833,333 in attorneys' fees; (2) reasonable costs of settlement administration, not to exceed \$75,000; (3) a reasonable amount for a dispute fund (not to exceed \$50,000); and at least \$1,541,667 to be divided among eligible class members. Additionally, the final amount of the judgment on the sleeper berth claim will be increased by an amount of money proportional to the amount of time that has passed between the settlement and entry of final judgment on this claim.

If the final judgment on the sleeper berth claim is affirmed in all respects, and subject to Court approval, an additional notice shall go out to eligible members of the Federal Wage Claims Class for this claim about the resolution of the claim, prior to the Court's decision whether to enter an amended final judgment on the sleeper berth claim with the final settlement amount. Eligible class members will have an opportunity to object to the settlement on the sleeper berth claim at that time. If the "Personal Information" section at the beginning of the notice lists "Federal Wage Claims Class" as one of the classes that you are eligible to participate in, then you may be eligible to participate in this part of the settlement.

SECTION 3: SETTLEMENT BENEFITS AND TERMS

Monetary Relief

The parties have agreed to settle the case (other than the sleeper berth claim, as described in Section 2, above) for \$12,500,000. Subject to Court approval, this amount shall be divided as follows:

- (1) Up to 1/3 (\$4,166,667) in attorneys' fees for Class Counsel.
- (2) Incentive awards of up to \$25,000 for Juan Carlos Montoya and up to \$10,000 each for Raymond Hollingsworth, Ronnie Fogarty, and Clarence Johnson; up to

\$2,500 each for Larry Wimbish, Rinel Tertilus, Maurice Smith, Jean Paul Bricault Jr., Jose Torres Rosado, Austin Coddington, and Kevin Hamilton; and up to \$1,000 each for the twenty opt-in plaintiffs who appeared for depositions.

- (3) Up to \$250,000 for the costs of claim and settlement administration.
- (4) Up to \$500,000 to compensate Class Counsel for reasonable litigation costs.
- (5) A dispute fund of \$200,000 to resolve disputes and reasonable late claims.
- (6) The remaining amount (at least \$7,290,833) to be distributed to claiming class members.

The amount for claiming class members shall be divided among the claims as follows:

- (1) **Orientation Claims (for the Iowa Orientation Claim Class, the Florida Orientation Claim Class, and the Federal Wage Claims Class):** \$2,750,000 will be distributed among individuals who attended Phase 2 orientation during the relevant time period. This amount will be divided equally among all eligible individuals who submit timely and valid claim forms. The minimum payment that eligible individuals can expect to receive from this claim is \$110.00.
- (2) **Federal Wage Claims during Phase 3 and Phase 4 (for the Federal Wage Claims Class):** \$2,040,833 will be distributed among individuals who drove for CRST during Phase 3 and/or Phase 4 of the Driver Training Program during the relevant time period. This amount will be divided among all eligible individuals who submit timely and valid claim forms based on weeks worked during Phase 3 and/or Phase 4 during the relevant time period. The minimum payment that eligible individuals can expect to receive from this claim will be \$16.00 per week worked during Phase 3 and/or Phase 4 during the relevant time period.
- (3) **Iowa Consumer Claim (for the Iowa Consumer Claim Monetary Relief Class):** \$2,500,000 will be distributed among individuals who paid back more to CRST in training costs than CRST paid as tuition to the CDL schools during the relevant time period. This amount will be divided among all eligible individuals who submit timely and valid claim forms in proportion to the amounts that each individual paid to CRST in training costs in excess of \$2,500 (representing the amount CRST paid to the Phase 1 CDL schools in tuition) during the relevant time period. At a minimum, eligible individuals can expect to recover the full amount that they paid to CRST in training costs in excess of \$2,500 for this claim. If you are eligible to receive money as part of this claim (see "Personal Information" section, above), you can contact the Settlement Administrator (contact information in Section 7, below) to get information about your expected minimum payment for this claim.

These amounts will be distributed in full to claiming class members. No amount shall revert to CRST. Amounts that are not claimed shall be redistributed to those class members who do submit claim forms.

The Court has ultimate authority to accept, reject, or modify the attorneys' fees, incentive awards and the award of costs, and the settlement is not contingent on the Court's approval of the amounts requested for those items. Any amounts that the Court does not award in attorneys' fees, incentive awards, and/or costs will be reallocated to be distributed to claiming class members.

One-half of any portion of your settlement payment that is attributable to the Federal Wage Claims, the Iowa Orientation Claim, and/or the Florida Orientation Claim shall be considered wages and shall be subject to the withholding of all applicable local, state, and federal taxes, and reported on an IRS Form W-2. The remaining one-half of the settlement payment is considered compensation for interest, penalties and liquidated damages, and will not be subject to payroll withholdings, and will be reported on an IRS Form 1099. Any amount attributable to the Iowa Consumer Claim shall be paid as a non-taxable return of training costs paid by you.

Please consult with your accountant or other tax advisor regarding the tax consequences of the settlement, including the non-monetary relief provided pursuant to the settlement, which is described below.

Non-Monetary Relief

In addition to the monetary payments described above, the parties have agreed to the following non-monetary relief, which shall apply to all affected individuals regardless of whether they are eligible class members and regardless of whether they submit claim forms to participate in the settlement:

- **CRST's release of monies:** CRST agrees to release entitlement to and not to pursue any collection efforts for training school costs in excess of the amount CRST actually paid to the CDL school for tuition. CRST also agrees to release entitlement to and not to pursue any collection efforts for any other costs from class/collective members (including relating to drug tests, physical examinations, processing fees, wire charges, meals, etc.), except that CRST may continue efforts to recover housing and transportation costs, as long as those amounts are reasonably related to amounts actually paid by CRST for housing and/or transportation. Please contact the Settlement Administrator (contact information in Section 7, below) to determine the original amount of your obligation to CRST and the reduced obligation amount pursuant to this settlement. Defendants shall not issue 1099 forms or other tax forms for this release because no compensatory payment will issue. **You should consult a tax advisor about the potential tax consequences to you from this release.**
- **Credit reporting:** CRST not to restart credit reporting on your obligation to CRST until six months after notice goes out to class members about the settlement or two months after payments are issued, whichever is later. Additionally, CRST agrees to provide accurate information to the national credit reporting agencies (Experian, Equifax and TransUnion) about drivers' reduced obligations to CRST.

- **HireRight:** If applicable, if driver requests by letter to HireRight that records of a default to CRST be corrected in accordance with CRST's release of monies, CRST agrees to provide a letter to HireRight within a reasonable time with a copy to the requesting driver stating that any defaults owing to CRST have been rescinded by mutual agreement.
- **Employment references:** CRST agrees to give no new or additional negative references to any driver for having allegedly defaulted on any monies released. CRST will not affirmatively or in response to inquiries from other companies give negative references for any drivers for having allegedly defaulted on any monies released or state that the driver is under contract with CRST or owes monies to CRST.
- **Non-competition provision:** For everyone who has signed the current version of the Driver Employment Contract with a non-competition provision, CRST agrees not to seek to enforce the non-competition provision or to represent to entities that drivers are still under contract with or still employed with CRST or to decline to provide employment and training history upon request (or otherwise refuse to verify employment) after the earlier of: (1) eight to ten months after the driver has signed the Driver Employment Contract (depending on whether the driver has signed an eight-month or ten-month contract), regardless of whether the driver has worked for CRST for any or all of that time; or (2) the driver paying off the unpaid balance of the total of housing, transportation and the actual amount CRST paid to the Phase 1 CDL school. CRST shall cooperate to take reasonable steps necessary so that DAC reports accurately reflect drivers' training and employment history with CRST, including dates of employment, whether employment has terminated, and whether or not drivers are under contract.
- **Orientation wages:** Starting in January 2021, CRST agrees to treat drivers in the Driver Training Program as employees when participating in orientation and to pay them at least the applicable minimum wage for hours of orientation attended.
- **Interest on monies owed:** As to drivers who have already signed Driver Employment Contracts, CRST agrees not to send any communications to drivers stating that an 18% interest rate will be added to monies owed. Drivers will only owe the principal amount to CRST (after the release of monies described above) and will not owe any interest. Starting on January 1, 2021, CRST will not include any reference to an 18% interest rate on its pre-employment or employment contracts or any other documents presented to drivers. In the future, any interest that CRST may seek to collect on monies owed by drivers will not exceed the maximum rate permitted by applicable federal and state usury laws.
- **Final paychecks:** Starting on January 1, 2021, Defendants will not deduct a lump sum of tuition from final paychecks, but may deduct installment payments,

including without limitation payments for tuition, transportation and housing, but only to the extent that those deductions do not reduce drivers' pay below minimum wage.

- **Notice about monies to be owed:** Going forward, if CRST intends to seek to collect from drivers more in tuition than the amount actually paid to the Phase 1 CDL schools, Defendants must disclose the following in writing to prospective drivers, before scheduling them for driver training school: (1) the price that CRST will charge them for the program, including the full amount attributed to the training program; (2) that the training program amount includes but is not limited to the amount that CRST actually pays to the CDL schools for tuition; and (3) that the amount CRST pays to each CDL school varies but, in the past year, has ranged from \$[the lowest amount CRST has paid in the most recent year/\$1,650 in 2020] to \$[the highest amount CRST has paid in the most recent year/\$3,250 in 2020].

SECTION 4: RELEASE OF CLAIMS

Class Member Release

If you are eligible and participate in the settlement for the Federal Wage Claims and/or if you do not submit a request for exclusion from the settlement for the other claims (as described in more detail in Section 5, below), then, as part of this settlement (subject to Court approval), you will release the following claims:

All claims that were brought or could have been brought on behalf of the classes and/or collectives of which you are a part (listed in the Personal Information section, above) in the *Montoya*, *Smith*, and/or *Wimbish* litigation (a) relating to your Pre-Employment Driver Training Agreements, Driver Employment Contracts, or participation in any phase of Defendants' Driver Training Program and (b) based on or arising out of the identical factual predicate underlying the claims in *Montoya*, *Smith*, and/or *Wimbish*. This includes, without limitation, any claim (i) seeking any type of relief, including compensatory, consequential, liquidated, multiple, exemplary, statutory or punitive damages, rescission, or declaratory or injunctive relief; (ii) based on a violation of any state or federal wage payment statute or regulation; or (iii) based on a violation of any state or federal consumer protection statute or regulation, for which any class member might seek relief that was brought, or could have been brought on behalf of the classes and/or collectives of which you are a part in the *Montoya*, *Smith*, and/or *Wimbish* litigation or any similar litigation in any state or federal court in the United States during or based on facts arising in the applicable time periods.

If you are not part of any class or collective (including if you do not opt in to the FLSA claims), then this release would not cover those claims. All persons who submit a valid

request for exclusion from the settlement are not bound hereby. This release does not include claims relating to compensation for sleeper berth time. This release also does not include the claims pled in *Markson, et al. v. CRST International, Inc., et al.*, United States District Court, Central District of California, Case No. 5:17-cv-01261-SB-SPx, that arise under state or federal antitrust laws or any derivative California Unfair Competition Law claim based on such antitrust claims. Under no circumstances shall this release be deemed to release any claim that any individual may have against CRST or related entities that: (1) falls outside of the class period in this case; or (2) relates to the portion of any workweek during which the individual was classified as a non-employee and/or independent contractor driver. CRST does not release any class members for any unpaid portion of housing, transportation or actual tuition as provided in the parties' Settlement Agreement.

Releases for Named Plaintiff and Certain Early Opt-In Plaintiffs

In consideration of the incentive awards and other non-monetary relief described above and subject to Court approval, Juan Carlos Montoya, Raymond Hollingsworth, Clarence Johnson, Ronnie Fogarty, Larry Wimbish, Rinel Tertilus, Maurice Smith, Jean Paul Bricault Jr., Jose Torres Rosado, Austin Coddington, and Kevin Hamilton and Defendants agree to a general, mutual releases in favor of each other, except as to the sleeper berth claim. This release shall include a full release of any tuition CRST contends that any of those individuals owe and a full release from the non-competition provision for all such individuals. Additionally, these individuals shall agree to a no re-employment provision with CRST.

SECTION 5: YOUR OPTIONS

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

- (1) **Submit a Claim Form:** If you wish to receive your settlement payment, you must submit a claim form no later than **April 26, 2021**.

You may submit your Claim Form by visiting the Settlement Administrator's website at **<https://CRSTSettlementClaim.com/>** and clicking on "File a Claim" in the banner at the top of the webpage. You may also submit your Form to the Settlement Administrator via mail, email, or facsimile at the following address:

CRST Settlement Administrator
P.O. Box 3206
Brockton, MA 02304
Telephone: (844) 625-7313
Fax: (781) 287-0381
Email: crstlawsuit@optimeadmin.com

Your signed Form must be submitted electronically or by facsimile or postmarked by **April 26, 2021**.

- (2) **Do nothing**: If you do nothing, your right to pursue all claims other than the Federal Wage Claims will be released (meaning you cannot pursue those claims), but you will not receive a monetary payment from the settlement. You will receive the non-monetary relief described in Section 3, above, if applicable.
- (3) **Exclude yourself from the settlement**: If you wish to be excluded from the settlement, you must send a request to be excluded from the class to the Settlement Administrator. To be effective, the request for exclusion must include: (i) your full name, address, email address, and telephone number; (ii) a statement that you request to be excluded from the settlement and understand that you will not be eligible to recover any money as part of the settlement; and (iii) your signature and the date. Requests for exclusion must be sent to the Settlement Administrator at the address set forth above and in Section 7 by mail, email, or facsimile, and must be submitted or postmarked by April 26, 2021. **If you exclude yourself from the settlement, you will not receive any monies from the settlement.**
- (4) **Object to the settlement**: You may object to the settlement. If you object and the settlement is approved, you will release all claims as described in Section 4, above, as applicable to you. If you intend to object, you may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

Any objection to the settlement must include: (i) your full name, address, email address, and telephone number; (ii) a written statement of all grounds for the objection; (iii) a statement whether the objection applies only to you, to a specific subset of the class, or to the entire class; (iv) a statement whether you intend to appear at the Final Fairness Hearing; and (v) your signature and the date. If you intend to appear at the Final Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Final Fairness Hearing. Objections must be sent to the Settlement Administrator at the address set forth above and in Section 7, below, by mail, email, or facsimile, and must be submitted or postmarked by April 26, 2021.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement. If you object to the settlement but would like to receive the full amount to which you are entitled if your objection is overruled by the Court, then you **must** submit a Claim Form in

addition to your objection no later than April 26, 2021. If you submit an objection but do not submit a Claim Form and your objection is overruled, then you will not receive a monetary payment from the settlement.

Class members who are part of the settlement on the sleeper berth claim will receive another notice and opportunity to object to that aspect of the settlement after all appeals are exhausted on that claim (if Plaintiffs prevail on appeal). (See Section 2 above for more information.) Class members need not file objections about the settlement of the sleeper berth claim now.

Please note that it is unlawful for CRST to take any action against you for participating in this lawsuit.

Please visit <https://CRSTSettlementClaim.com/> for more information and/or to file a claim to participate in this lawsuit.

SECTION 6: COURT APPROVAL PROCESS

The Court has preliminarily approved the settlement and has scheduled a Final Approval Hearing to take place before the Honorable Patti B. Saris, Chief Judge, in the United States District Court for the District of Massachusetts on Wednesday, May 26, 2021, at 2:30 p.m. ET at 1 Courthouse Way - Courtroom 19, 7th Floor, Boston, MA 02210. The purpose of the hearing is for the Court to decide whether the proposed settlement is fair, reasonable, and adequate as to the Class and should be approved and, if so, to determine what amount of attorneys' fees and expenses should be awarded to Class Counsel and what amount should be awarded as incentive awards to the named plaintiffs and other individuals who participated substantially in the litigation. To confirm that the hearing is going forward on the scheduled date and time and/or to inquire about appearing at the hearing by telephone, please contact the Settlement Administrator or Class Counsel (contact information in Sections 7 and 8, below).

Class Counsel will file a motion for attorneys' fees and costs by April 12, 2021. If you would like to receive a copy of that motion, please contact Class Counsel (contact information in Section 8, below) after that date.

SECTION 7: QUESTIONS ABOUT THIS NOTICE

If you have any questions regarding this Notice, you can contact the Settlement Administrator tollfree at 1-844-625-7313 or via email at crstlawsuit@optimeadmin.com. The full contact information for the Settlement Administrator is:

CRST Settlement Administrator
P.O. Box 3206
Brockton, MA 02304
Telephone: (844) 625-7313
Fax: (781) 287-0381
Email: crstlawsuit@optimeadmin.com

You may also visit <https://CRSTSettlementClaim.com> for more information.

SECTION 8: CLASS COUNSEL

Participating class members will be represented by the following attorneys, who have been certified by the Court to represent the contract drivers as Class Counsel.

Contact information for Class Counsel is:

Hillary Schwab, Esq.
Rachel Smit, Esq.
Fair Work, P.C.
192 South Street, Suite 450
Boston, MA 02116
Email: crstlawsuit@fairworklaw.com
Telephone: 857-800-0440

Andrew S. Schmidt, Esq.
Andrew Schmidt Law, PLLC
97 India Street
Portland, ME 04101

CLAIM FORM AND RELEASE OF CLAIMS

I hereby consent to participate in this settlement and receive a monetary payment as to the classes for which I am eligible to participate in the settlement (as identified in the "Personal Information" section of the personalized notice sent to me and as described in Section 4 of the Notice). I understand that, by participating in the settlement, I am releasing all claims that have been brought or could have been brought in the following lawsuits for the classes for which I am eligible to participate in the settlement, as described in more detail in Section 4 of the Notice of Settlement: *Juan Carlos Montoya et al. v. CRST Expedited, Inc. et al.*, D. Mass. Civil Action No. 1:16-cv-10095-PBS; *Maurice Smith et al. v. CRST International, Inc. et al.*, D. Mass. Civil Action No. 1:20-cv-11353-PBS; and *Larry Wimbish and Rinel Tertilus, et al. v. CRST International, Inc. et al.*, Civil Action No. 16-2020-CA-003424 (Fla. 4th Cir., Duval Cty.).

This release does not include claims relating to compensation for sleeper berth time. Additionally, this release does not release any claim that (if applicable): (1) falls outside of the statutory period in this case; (2) relates to the portion of any workweek during which I was classified as a non-employee and/or independent contractor driver.

I hereby designate Class Counsel (as identified in Section 8 of the Notice) as my attorneys for all purposes in connection with this case, including the settlement.

Date: _____
Signature _____

Printed Name: _____

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

CRST Driver Code (if applicable): _____

Phone Number: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Please contact the Settlement Administrator at crstlawsuit@optimeadmin.com or (844) 625-7313 if your contact information changes.