

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CURTIS MARKSON, MARK MCGEORGE,  
CLOIS MCLENDON, and ERIC CLARK, as  
named plaintiffs of a putative class of all  
others similarly situated,

Case No. 5:17-cv-01261-SB (SPx)

Plaintiffs,

vs.

CRST INTERNATIONAL, INC., CRST  
EXPEDITED, INC., C.R. ENGLAND, INC.,  
WESTERN EXPRESS, INC., SCHNEIDER  
NATIONAL CARRIERS INC., SOUTHERN  
REFRIGERATED TRANSPORT, INC.,  
COVENANT TRANSPORT, INC.,  
PASCHALL TRUCK LINES, INC.,  
STEVENS TRANSPORT, INC. and DOES 1-  
10, inclusive,

Defendants.

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 22nd day of September, 2022 (“Execution Date”) by and between Plaintiffs, Curtis Markson, Mark McGeorge, Clois McLendon, and Eric Clark, individually and on behalf of two distinct Settlement Classes, as defined in Paragraph 6 below, and Defendants, CRST International, Inc. and CRST Expedited, Inc. (collectively, the “CRST Defendants”).

**Recitals**

Plaintiffs are prosecuting this class action case (the “Action”) on their own behalf and on behalf of the Settlement Classes against, among others, the CRST Defendants.

Plaintiffs allege that they were injured as a result of CRST Defendants’ participation in an unlawful conspiracy to restrain competition through a “no-poach” agreement with other trucking company Defendants resulting in, among other things, suppressed compensation of their drivers,

in violation of Section 1 of the Sherman Act and the California antitrust laws (i.e., the Cartwright Act).

Plaintiffs also allege that the CRST Defendants have unlawfully deducted wages from its California drivers' pay for U.S. Department of Transportation (DOT) physicals, drug tests, administrative fees, and training costs and that the CRST Defendants forced its drivers who failed to work for a set period of time to incur substantial debt.

The CRST Defendants deny Plaintiffs' allegations and any liability to Plaintiffs and members of the Settlement Classes and have asserted defenses to Plaintiffs' claims in the Action.

Arm's-length settlement negotiations have taken place between Settlement Classes Counsel (as defined in Paragraph 7) and counsel for the CRST Defendants with the assistance of Plaintiffs' and the CRST Defendants' chosen mediator, Barbara Reeves (the "Mediator"), on or about August 26, 2021, and this Agreement has been reached as a result of subsequent continued negotiations.

Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against the CRST Defendants, according to the terms set forth below, is in the best interest of Plaintiffs and the Settlement Classes because of the payment of the Gross Settlement Fund and the value of the non-monetary relief that the CRST Defendants have agreed to provide pursuant to this Agreement.

The CRST Defendants, despite their belief that they are not liable for any claims that have been or could have been asserted in the Action against them and their belief that they have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the CRST Defendants with respect to the allegations in the Action, as more particularly set out below.

### Agreement

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees (as defined in Paragraph 4), subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. “Defendant(s)” means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Classes and approving this Agreement under Federal Rule of Civil Procedure 23(e).

2. “Opt-Out Deadline” means the deadline set by the Court for the timely submission of requests by Settlement Classes Members to be excluded from the Settlement Classes.

3. “Plaintiff Class Representatives” means the named plaintiffs in the Action. Plaintiffs Curtis Markson, Mark McGeorge, Clois McClendon, and Eric Clark are representatives for the Antitrust Subclass, and Plaintiffs Curtis Markson, Mark McGeorge, and Clois McClendon are representatives for the Labor Code Subclass.

4. “Releasees” shall refer to the CRST Defendants, their current and former parent companies, subsidiaries, related companies, joint ventures, predecessors, and affiliated companies and entities, and each of the foregoing’s respective current and former officers, owners, directors, shareholders, managers, employees, affiliates, subsidiaries, attorneys, accountants, insurers, agents, advisors, consultants, pension and welfare benefit plans, representatives, predecessors, successors, and assigns, although not specifically named herein.

5. “Releasers” shall refer to Plaintiff Class Representatives and the members of the respective Settlement Classes, as defined in Paragraph 6 below.

6. The “Settlement Classes” shall refer to and include the following two subclasses:

a) The “**Antitrust Subclass**” shall mean all current and former drivers “Under Contract” (as defined in Paragraph 10 below) as motor vehicle carrier drivers with CRST International, Inc., CRST Expedited, Inc., C.R. England, Inc., Western Express, Inc., Schneider National Carriers, Inc., Southern Refrigerated Transport, Inc., Covenant Transport, Inc., Paschall Truck Lines, Inc., and Stevens Transport, Inc., at any time from May 15, 2013 through April 6, 2022.

b) The “**Labor Code Subclass**” shall mean all persons who (1) signed a Pre-Employment Driver Training Agreement and/or Driver Employment Contract with the CRST Defendants, (2) participated in the CRST Defendants’ Driver Training Program in California, and (3) were charged for their DOT physical, DOT drug screening, administrative fees, and/or a contract fee after failing to complete their contractually-required 8- to 10-month employment term, at any time between May 15, 2013 through April 6, 2022.

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

Susman Godfrey, L.L.P.  
1900 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067

Mayall Hurley P.C.  
2453 Grand Canal Boulevard  
Stockton, CA 95207-8253

Ackermann & Tilajef, P.C.  
1180 South Beverly Drive, Suite 610  
Los Angeles, CA 90035

Melmed Law Group, P.C.  
1801 Century Park E, #850  
Los Angeles, CA 90067

8. “Settlement Classes Member” means each member of the Settlement Classes who has not timely elected to be excluded from the Settlement Classes.

9. The “Gross Settlement Fund” shall be the cash amount of \$1,200,000.

10. “Under Contract” shall mean all natural persons in the United States who executed an agreement with any Defendant in which the person agreed to work for any Defendant for a specified period of time in return for training provided by, funded by, or reimbursed by that Defendant and who was employed by that Defendant between May 15, 2013 through April 6, 2022.

B. Approval of this Agreement and Dismissal of Claims Against the CRST Defendants.

11. Plaintiffs and the CRST Defendants shall use their best efforts to effectuate this Agreement as quickly as practicable, including cooperating in seeking the Court’s approval for the establishment of procedures (including the giving of class notice under Rule 23(c) and (e) of the Federal Rules of Civil Procedure) to secure the complete and final dismissal with prejudice of the Action as to the Releasees only. The CRST Defendants agree to provide all data reasonably necessary for Plaintiffs to effectuate class notice, allocation, and payments to the Settlement Classes.

12. On or before September 22, 2022, Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the “Preliminary Approval Motion”). The Preliminary Approval Motion shall include (i) the proposed form of an order preliminarily approving this Agreement, and (ii) a proposed form of order and final judgment that shall include at least the terms set forth in Paragraph 15 below. Plaintiffs will share a draft of the Preliminary Approval Motion (and all other settlement related filings, excluding its attorney fees and expenses application) with the CRST Defendants no less than four business days before it is filed, and the CRST Defendants will have the right to comment upon and object to any language set forth in the Preliminary Approval Motion and any related materials. The text of the proposed order shall be agreed upon by Plaintiffs and the CRST Defendants before submission of the Preliminary Approval Motion. To the extent the Court finds that the Agreement does not meet the standard for preliminary approval, the Parties will negotiate in good faith to modify the Agreement directly or with the assistance of the Mediator and endeavor to resolve the issue(s) to the satisfaction of the Court.

13. As part of their Preliminary Approval Motion, Plaintiffs shall also submit to the Court a request for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all members of the Settlement Classes.

14. Neither Plaintiffs nor the CRST Defendants nor their respective counsel will solicit or otherwise encourage directly or indirectly any member of the Settlement Classes to object to this Agreement, request exclusion from the settlement contemplated by this Agreement, or appeal from the final order terminating the Action pursuant to the Agreement.

15. Plaintiffs shall seek, and the CRST Defendants will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Plaintiffs and the CRST Defendants shall agree upon before submission of the proposed order to the Court. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

a) certifying the Settlement Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for the purposes of this settlement, as the Settlement Classes for the Action;

b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Classes Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

c) as to the CRST Defendants, directing that the Action be dismissed with prejudice and without costs;

d) reserving exclusive jurisdiction over this settlement and this Agreement, including the interpretation, administration, and consummation of this settlement.

e) determining under Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directing that the judgment of dismissal in the Action as to the CRST Defendants shall be final; and

f) providing that (i) the Court's certification of the Settlement Classes is

without prejudice to, or waiver of, the rights of the CRST Defendants to contest certification of any other class proposed in the Action in the event the settlement is not given final approval; (ii) the Court's findings in the proposed order shall have no effect on the Court's ruling on any motion to certify any class in the Action or on the Court's previous rulings denying certification; and (iii) no party may cite or refer to the Court's approval of the Settlement Classes as persuasive or binding authority with respect to any motion to certify any class in the event the settlement is not given final approval.

16. This Agreement shall become final when (i) the Court has entered in the Action a final non-appealable order certifying the Settlement Classes and approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and has entered a final judgment in the Action dismissing the Action with prejudice as to the CRST Defendants without costs to the CRST Defendants; or (ii) if any objection has been filed, the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to the CRST Defendants described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to the CRST Defendants has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Plaintiffs and the CRST Defendants have executed this Agreement, Plaintiffs and the CRST Defendants shall be bound by its terms, and this Agreement shall not be rescinded except in accordance with Paragraphs 25(h), 28, or 38-42 of this Agreement.

17. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents, and discussions associated with them, shall be deemed or construed to be an admission of liability by the CRST Defendants, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by the CRST Defendants, or an admission of the truth of any of the claims or allegations contained in any

complaint or any other pleading filed in the Action, and evidence thereof shall not be discoverable or used in any way, whether in the Action, or any other arbitration, action, or proceeding whatsoever, against the CRST Defendants. The CRST Defendants also deny that the Action is appropriate for class treatment for any purpose other than for settlement. The CRST Defendants have entered into this Agreement for the purpose of terminating litigation and specifically terminating the Action against themselves and do not admit any wrongdoing or liability to the Plaintiffs or the Settlement Classes, and specifically deny any wrongdoing, liability, and the allegations of the Fourth Amended Complaint filed in this Action. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by the CRST Defendants, shall be referred to, offered as evidence, or received in evidence in any pending future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims (as defined in Paragraphs 19, 21, and 23), or as otherwise required by law.

18. Provided that the Court's final order certifying the Settlement Classes and approving this Agreement under Rule 23(c) of the Federal Rule of Civil Procedure ("Final Order") is consistent with the terms and conditions of this Agreement, if members of the Settlement Classes do not timely object to the settlement contemplated by this Agreement, then Plaintiffs, individually and as Plaintiff Class Representatives and the CRST Defendants and their respective counsel waive any and all rights to appeal from the Final Order, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Final Order will become non-appealable 30 days after it is entered.

C. Release, Discharge, and Covenant Not to Sue.

19. **The Antitrust Subclass Release.** As to the **Antitrust Subclass** only, in addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, and in consideration of payment of the Gross Settlement Fund, and for other



valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action under any federal, state, or local law of any jurisdiction in the United States (whether based on statute, regulation, common law, or any other theory), that Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future arising out of any conduct alleged in the Fourth Amended Complaint or prior Complaints in this Action, or any act or omission of the Releasees (or any of them), concerning the CRST Defendants' alleged participation, from May 15, 2013 through April 6, 2022, in a conspiracy not to hire truck drivers Under Contract with another named Defendant or with any motor carrier, including but not limited to any claims or allegations that, at any point in time, one or more of the Releasees in any way attempted to suppress or diminish wages of any kind or restrict other employment opportunities, information, or employment mobility for Under Contract truck drivers because of the Under Contract status (the "Antitrust Released Claims"). Notwithstanding the foregoing, this Agreement does not settle or compromise any claim by Plaintiffs or any Settlement Classes Member asserted in the Action against any Defendant or alleged co-conspirator other than the CRST Defendants.

20. In addition to the provisions of Paragraphs 21 and 23 of this Agreement and without limiting in any way the provisions of Paragraph 19, Releasors hereby expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits, as to their claims concerning the CRST Defendants' alleged participation, from May 15, 2013 through April 6, 2022, in a conspiracy not to hire truck drivers Under Contract with another carrier or to suppress or diminish wages of any kind or to restrict employment opportunities, information, or employment mobility, conferred by (a) § 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 19 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the CRST Defendants and Plaintiffs have agreed to release pursuant to Paragraph 19, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

21. **The Labor Code Subclass Release.** As to the **Labor Code Subclass** only, in addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, and in consideration of payment of the Gross Settlement Fund, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action under any federal, state, or local law of any jurisdiction in the United States (whether based on statute, regulation, common law, or any other theory), that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future arising out of any conduct alleged in the Fourth Amended Complaint or prior Complaints, or any act or omission of the Releasees (or any of them), concerning the CRST Defendants' alleged violation of California Civil Code § 1671, California Code of Civil Procedures § 1060, California Business and Professions Code § 17200 *et seq.*, California Labor Code §§ 201, 202, 221, 222.5, 224, 231, and 2802, as well as claims for penalties pursuant to California Labor Code § 2699 based on their alleged violation of the foregoing provisions of California law (the "Labor Code Released Claims").

22. In addition to the provisions of Paragraphs 19 and 23 of this Agreement and without limiting in any way the provisions of Paragraph 21, Releasors hereby expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits, as to their claims concerning the CRST Defendants' alleged violation of California Civil Code § 1671, California

Code of Civil Procedures § 1060, California Business and Professions Code § 17200 *et seq.*, California Labor Code §§ 201, 202, 221, 222.5, 224, 231, and 2802, as well as claims for penalties pursuant to California Labor Code § 2699 based on their alleged violation of the foregoing provisions of California Law, conferred by (a) § 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraph 21 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the CRST Defendants and Plaintiffs have agreed to release pursuant to Paragraph 21, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. In addition, the Parties agree that California Labor Code §§ 206.5 and 2804 (and any similar sections) do not invalidate any provision of this Agreement because, among other things, the claims in this Action are disputed and contested, and the Settlement was bargained for at arms' length, with the assistance of counsel and a mediator, and approved by the Court.

23. **Named Plaintiffs' Release.** Plaintiffs, on behalf of themselves and their heirs, executors, legal representatives, successors, and assigns, and in consideration of the payment of the Gross Settlement Fund, release and discharge the Releasees from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorneys' fees

and costs actually incurred), of any nature, known or unknown, at law or in equity, which they may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way connected with their employment with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement (the “Named Plaintiffs Released Claims”). Without limiting the foregoing general release, Plaintiffs understand that this general release applies to, but is not limited to, the following:

- a) All claims and causes of action asserted in any complaint filed in this Action, including the Fourth Amended Complaint, including claims for (i) violation of the Sherman Act, 15 U.S.C. § 1, (ii) violation of the Cartwright Act, California Business & Professional Code §§ 1670, *et seq.*, (iii) unreasonable charges for and penalties associated with training for Commercial Driver Licenses in violation of California Civil Code §§ 1670, *et seq.* and California Code of Civil Procedure § 1060, (iv) unlawful, unfair, and fraudulent business practices in violation of California Business & Professional Code § 17200 *et seq.*, (v) violation of California Labor Code § 2802, (vi) violation of California Labor Code §§ 201, 202, and 203, (vii) penalties under the Private Attorney Generals Act, California Labor Code §§ 2698, *et seq.*, and (viii) violation of California Labor Code §§ 221, 222.5, 224, and 231;
- b) All claims arising from any alleged violation by the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the Fair Labor Standards Act; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act

- of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) California Labor Code §§ 98.6, 201-204, 210, 221, 226(a), 226.7, 226.8, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c) All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers' compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
  - d) All claims arising from alleged violations of California and other states' common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and
  - e) All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.

The Antitrust Released Claims, the Labor Code Released Claims, and the Named Plaintiffs Released Claims are collectively referred to herein as the "Released Claims." Plaintiffs acknowledge and agree that they have had at least 21 days to consider this Agreement. Upon executing this Agreement, Plaintiffs shall have 7 days following their execution of this Agreement in which they may revoke this Agreement. This Agreement shall not be enforceable until this revocation period has expired without Plaintiffs exercising their right of revocation. Notice of the revocation of this Agreement must be in writing and delivered to James H. Hanson, Scopelitis, Garvin, Light, Hanson and Feary, P.C., 10 West Market Street, Suite 1400, Indianapolis, IN 46204,

no later than 10:00 a.m. Eastern Standard Time on the next business day following the expiration of the seven-day period. By executing this Agreement, Plaintiffs acknowledge and further agree not to file or re-file any of the claims asserted in the Fourth Amended Complaint in this Action or any other complaints or charges against the Releasees related to conduct occurring prior to the date of this Agreement.

Plaintiffs also acknowledge there is a risk that, after they sign and return this Agreement, Plaintiffs may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiffs, after conferring with their counsel, hereby assume that risk and agree that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Plaintiffs hereby relinquish and waive any and all claims against the Releasees, and they expressly warrant that they have been fully advised by their attorneys of the contents of California Civil Code § 1542. Further, it is Plaintiffs' desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Action against the Releasees, whether known or unknown, liquidated or unliquidated. Plaintiffs waive, as to all claims identified in Paragraph 23 all rights and benefits afforded by California Civil Code § 1542 and do so understanding the significance of that waiver. California Civil Code § 1542 provides as follows:

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

Thus, notwithstanding the provisions of California Civil Code § 1542, Plaintiffs hereby expressly waive and relinquish all rights and benefits under California Civil Code § 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiffs understand and agree that they are providing the Releasees with a full and complete release with respect to the claims identified in Paragraph 23, including any claims

for penalties, attorneys' fees, and costs. In addition, the parties agree that California Labor Code §§ 206.5 and 2804 (and any similar sections) do not invalidate any provision of this Agreement because, among other things, the claims in this Action are disputed and contested, and the Settlement was bargained for at arms' length, with the assistance of counsel and a mediator, and approved by the Court.

In exchange for the Named Plaintiffs' Release, the CRST Defendants will agree to forego collection of and release any amounts owed by Plaintiffs Curtis L. Markson, Mark McGeorge, and Clois McClendon.

D. Consideration to the Settlement Classes.

24. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, the CRST Defendants shall pay the Gross Settlement Fund amount of \$1,200,000 within thirty (30) days of the Final Order becoming a final, non-appealable order. The Gross Settlement Fund shall be used to pay (i) all notice and administrative fees incurred in administering the Settlement, including those fees incurred by the Settlement Administrator (as defined in Paragraph 29); (ii) any incentive awards to the Plaintiff Class Representatives awarded by the Court; (iii) any attorneys' fees and expenses awarded by the Court; (iv) all payments to the Settlement Classes; and (v) the \$50,000 PAGA Payment (\$37,500 to the LWDA and \$12,500 to the Labor Code Subclass as alleged aggrieved employees under PAGA). There will be no reversion of the Gross Settlement Fund to the CRST Defendants. The Gross Settlement Fund shall be paid into escrow accounts in United States Dollars to be administered in accordance with the provisions of Paragraph 25 of this Agreement (the "Escrow Accounts"). The CRST Defendants shall fund \$50,000 of the Gross Settlement Fund within seven (7) days following entry of any order preliminarily approving this Agreement with the Settlement Administrator, and the remaining balance of the Gross Settlement Fund within thirty (30) days after the final approval of this Agreement becomes a final, non-appealable order.

25. Escrow Accounts.

- a) The Escrow Accounts will be established at a financial institution selected

by Settlement Classes Counsel, with such financial institution serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Settlement Classes Counsel and the CRST Defendants, such escrow to be administered by the Escrow Agent under the Court’s continuing supervision and control.

b) The Escrow Agent shall cause the funds deposited in the Escrow Accounts to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody’s Investor Services and Standard and Poor’s, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates.

c) All funds held in the Escrow Accounts shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

d) Plaintiffs and the CRST Defendants agree to treat the Gross Settlement Fund as being at all times qualified settlement funds within the meaning of Treas. Reg. § 1.468B-1. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filings to occur to treat the Gross Settlement Amount as qualified settlement funds.

e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be Settlement Classes Counsel. Settlement Classes Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Gross Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns shall be consistent with Paragraph 25(d) and in all events



shall reflect that all Taxes, as defined below (including any estimated Taxes, interest, or penalties), on income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided in Paragraph 25(f) hereof.

f) All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Fund, including any taxes or tax detriments that may be imposed upon the CRST Defendants or any other Releasee with respect to any income earned by the Gross Settlement Fund for any period during which the Gross Settlement Fund does not qualify as qualified settlement funds for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 25(d) through 25(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Paragraph 25(e) (“Tax Expenses”)), shall be paid out of the Gross Settlement Fund.

g) Neither the CRST Defendants nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, the Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Gross Settlement Fund and shall be timely paid by the Escrow Agent out of the Gross Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2). The CRST Defendants shall not be responsible or have any liability therefor. Plaintiffs and the CRST Defendants agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 25(d) through 25(f).

h) If this Agreement does not receive final Court approval, including final

approval of the Settlement Classes, or if the Action is not certified as a class action for settlement purposes, then all amounts advanced by the CRST Defendants into the Gross Settlement Fund shall be returned to the CRST Defendants from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) days of the Court's denial of final approval of the Agreement and/or Settlement Classes, and Plaintiffs and the CRST Defendants will equally share the costs expended or incurred in accordance with Paragraph 25 up to \$25,000. If this Agreement does not receive final Court approval, including final approval of the Settlement Classes, or if the Action is not certified as a class action for settlement purposes, then the status of the Action with respect to the CRST Defendants will be deemed to return to the status at the time immediately prior to the filing of the Notice of Settlement and as if the Parties had never executed this Settlement Agreement.

i) To the extent required by any court or otherwise necessary, Plaintiffs will take all necessary steps to give effect to subparagraph h above.

26. Each individual settlement amount to the **Antitrust Subclass** and the **Labor Code Subclass** shall constitute penalties, interest, and reimbursement (and each participating **Labor Code Subclass** member will be issued an IRS Form 1099 by the Settlement Administrator for such payment to him or her). With respect to the payment of the PAGA monies to the **Labor Code Subclass**, all such payments shall be treated as payments owing for penalties and interest thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the **Antitrust Subclass** and **Labor Code Subclass** an IRS Form 1099 reflecting such payment. Members of the **Antitrust Subclass** and **Labor Code Subclass** shall be solely responsible for the payment of all taxes with respect to any payments made to them.

27. Non-Monetary Relief. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, the CRST Defendants agree to the following non-monetary relief:

a) the CRST Defendants ceased sending Under Contract letters in or about

August 2020 and agree not to send Under Contract letters to the other Named Defendants concerning any member of the Settlement Classes (i) who was involuntarily terminated by the CRST Defendants, or (ii) for whom a non-compete agreement is not legally enforceable under applicable state law (e.g., California, Idaho, North Dakota, Montana, Oklahoma, Oregon, and Washington).

b) the CRST Defendants will not sue any of the other Defendants (i.e., C.R. England, Inc., Stevens Transport, Inc., Western Express, Inc., Schneider National Carriers, Inc., Southern Refrigerated Transport, Inc., Covenant Transportation, Inc., or Paschall Truck Lines, Inc., including those entities' parent companies, subsidiaries, agents, heirs, or assigns, for hiring any member of the Settlement Class due to their Under Contract status with the CRST Defendants prior to the date of this Agreement; provided, however, that nothing herein prevents the CRST Defendants from asserting a cause of action against (a) any member of the Settlement Class for violating a valid and enforceable non-compete or other contractual obligation, or (b) any motor carrier for tortious interference of contract as defined by applicable law (not merely normal advertising or the mere hiring of the CRST Defendants' at-will members of the Settlement Class), and nothing herein shall be construed as limiting any defenses to such a claim by either a member of the Settlement Class or a carrier.

c) the CRST Defendants will not refuse to hire a driver involuntarily terminated by another motor carrier on the sole basis that the driver is Under Contract with another carrier, except in the case of a valid and enforceable non-compete obligation. Nothing in this Agreement shall preclude the CRST Defendants from applying their own hiring criteria or refusing to hire any driver who does not meet the CRST Defendants' hiring criteria on any grounds other than the driver's Under Contract status with another carrier and may refuse employment to any such driver if the driver does not meet all of the CRST Defendants' hiring criteria or the CRST Defendants determine the driver should not be hired on any basis unrelated to the driver's Under Contract status.

d) In or about August 2020, the CRST Defendants ceased to pursue collection efforts as to any member of the **Labor Code Subclass** for any and all unpaid costs for administrative fees, drug tests, physical exams, and the CRST Defendants' Driver Training Program above what the CRST Defendants paid to third-party truck driver training schools allegedly owed to it by any member of the **Labor Code Subclass**, and the CRST Defendants have instructed third-party collection agencies and any other entities that may be involved in collection efforts for the CRST Defendants to do the same.

e) The CRST Defendants agrees to release the members of the **Labor Code Subclass** from any and all unpaid costs for administrative fees, drug tests, physical exams, and the amounts paid for the CRST Defendants' Driver Training Program above what the CRST Defendants paid to third-party truck driver training schools allegedly owed to it. The CRST Defendants will consider those costs to be disputed amounts and will not issue IRS Form 1099s to any member of the **Labor Code Subclass** for the same. The members of the **Labor Code Subclass** will be responsible for any tax consequences if the IRS or a state revenue department later determines that those amounts should be considered taxable.

f) The CRST Defendants and any of its related entities shall give no new or additional negative references to any member of the Settlement Classes for having allegedly defaulted on any amounts released pursuant to Paragraph 27(e). The CRST Defendants will not affirmatively, or in response to inquiries from other companies, give negative references for any member of the Settlement Classes for having allegedly defaulted on any amounts released pursuant to Paragraph 27(e), or state that the member of the Settlement Classes owes monies to the CRST Defendants, except as identified above, without prejudice to the CRST Defendants' ability lawfully to do so under applicable law or within the terms of future agreements with any members of the Settlement Classes.

g) Nothing in this Agreement shall limit the CRST Defendants from providing an honest and accurate employment reference for any member of the Settlement Classes nor shall anything in this Agreement require the CRST Defendants to provide any

employment reference for any member of the Settlement Classes, except as required by law.

h) Any motion to require the CRST Defendants to comply with Paragraph 27 shall be filed within 12 months of the Final Order approving each portion of this Agreement.

28. Exclusions.

Within ten (10) business days after the Opt-Out Deadline, Settlement Administrator will cause copies of timely requests for exclusion from the Settlement Classes to be provided to counsel for the CRST Defendants. With respect to any potential Settlement Classes Member who requests exclusion from the Settlement Classes, the CRST Defendants reserve all of their legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Classes Member has standing to bring any claim. In the event that the percentage of Settlement Classes Members who opt out exceeds ten (10) percent of the Settlement Classes Members, the CRST Defendants will have the unilateral right to withdraw from this settlement and rescind this Agreement in its entirety, and may do so, in their sole discretion, by providing notice through the procedure set forth in paragraph 50 below. If the settlement is not given final approval, the CRST Defendants' responsibility for such costs shall be limited to no more than \$25,000, and any remaining amounts shall be returned to the CRST Defendants. If less than \$25,000 remains, Plaintiffs shall reimburse the CRST Defendants such that their total out of pocket costs do not exceed \$25,000.

29. Payment of Expenses.

As noted above, the CRST Defendants agree to permit a portion of the Gross Settlement Fund to be used for issuing notice to the Settlement Classes and for the costs of administration of the Gross Settlement Fund. Plaintiffs shall be responsible for selecting the third-party settlement administrator for administration of the settlement ("Settlement Administrator"). Other than as set forth in Paragraphs 25(h), 28, and 29, the CRST Defendants shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees, costs, and expenses of expert

witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials or the negotiation of other settlements, or for settlement class administration and costs.

E. The Gross Settlement Fund.

30. Releasors' sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Gross Settlement Fund, and Releasors shall have no other recovery against the CRST Defendants or any other Releasee.

31. The "Net Settlement Fund" shall consist of the Gross Settlement Fund less: (i) all administrative fees incurred in administering all class notices and the settlement, including Taxes, Tax Expenses, and those fees incurred by the Settlement Administrator; (ii) any incentive awards to the Plaintiff Class Representatives ("Incentive Awards"); (iii) any attorneys' fees and expenses, and (iv) the PAGA Payment to the LWDA. The Net Settlement Fund shall be distributed to the Settlement Classes pursuant to a distribution formula to be developed by Settlement Classes Counsel and approved by the Court. The CRST Defendants shall not oppose any such proposed plan of allocation or such plan as may be approved by the Court.

32. The Net Settlement Fund shall be allocated between the **Antitrust Subclass** and the **Labor Code Subclass** as follows: 75% of the Net Settlement Amount to the **Antitrust Subclass** and 25% of the Net Settlement Amount to the **Labor Code Subclass**. The following chart summarizes the allocation of the Gross Settlement Amount.

<b>Gross Settlement Fund</b>	<b>\$1,200,000.00</b>
Attorneys' Fees (25% of GSF)	(up to \$300,000)
Litigation Costs	(up to \$250,000)
Settlement Administration Costs	(up to \$200,000)
Incentive Awards (\$5,000 to each Plaintiff)	(up to \$20,000)
PAGA Payment to LWDA	(\$37,500)

<b>Net Settlement Fund</b>	<b>(approximately) \$392,500</b>
<b>The Net Settlement Fund of \$392,500 shall be divided between the Antitrust Subclass and the Labor Code Subclass as follows:</b>	
<ul style="list-style-type: none"> <li>• <b>75% to the Antitrust Subclass and 25% to the Labor Code Subclass</b></li> </ul>	

33. After this Agreement becomes final within the meaning of Paragraph 16, the Gross Settlement Fund shall be distributed in accordance with the plan to be submitted to the Court at the appropriate time by Settlement Classes Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Gross Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration.

34. Plaintiffs and Settlement Classes Counsel shall be reimbursed and indemnified solely out of the Gross Settlement Fund for all fees, expenses, and costs, as provided by Court order. The CRST Defendants and the other Releasees shall not be liable for any costs, fees, or expenses of any of Plaintiffs' or the Settlement Classes's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Gross Settlement Fund.

35. Settlement Classes Counsel's Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards for Plaintiff Class Representatives.

a) Settlement Classes Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the benefits created for the Settlement Classes (that is, the value of the Gross Settlement Fund plus the value of non-monetary relief secured); plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action, Plaintiff Class Representative Incentive Awards, plus interest on such attorneys' fees, costs, and expenses at the same rate and for the same period as earned by the Gross Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Plaintiffs will move for an Incentive Award to be paid from the Gross Settlement Fund not to exceed \$5,000 per Plaintiff Class Representative. Settlement Classes Counsel

reserve the right to make additional applications for Court approval of fees and expenses incurred and reasonable Incentive Awards, but in no event shall the CRST Defendants or any other Releasees be responsible to pay any such additional fees and expenses, which shall be paid out of the Gross Settlement Fund as allowed by the Court.

b) Subject to Court approval, Plaintiffs and Settlement Classes Counsel shall be reimbursed and paid solely out of the Gross Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and Incentive Awards, Settlement Classes Counsel's Fee and Expense Award(s), as awarded by the Court, upon the entry of a final, non-appealable order approving such the settlement in this Action.

c) The procedure for and the allowance or disallowance by the Court of the application by Settlement Classes Counsel for attorneys' fees, costs and expenses, and Incentive Awards for Plaintiff Class Representatives to be paid out of the Gross Settlement Fund are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Agreement, and any order or proceeding related to the Fee and Expense Application(s), or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving this Agreement.

d) Neither the CRST Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Classes Counsel and/or Plaintiffs of any Fee and Expense Award(s) in the Action.

e) Neither the CRST Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Classes Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any Fee and Expense Award(s) that the Court may make in the Action.



F. Cooperation.

36. In return for the release and discharge provided herein, the CRST Defendants agree to pay the Gross Settlement Fund and to the non-monetary relief described in Paragraph 27.

37. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 11-18 hereof, including final approval of the Settlement Classes, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Plaintiffs nor Settlement Classes Counsel shall be permitted to introduce this Agreement into evidence against the CRST Defendants, at any hearing or trial, or in support of any motion, opposition, or other pleading in the Action or in any other federal or state or foreign action alleging a violation of any law relating to the subject matter of the Action.

G. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

38. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Classes in accordance with the specific Settlement Classes definition set forth in this Agreement, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 16 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then the CRST Defendants and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 50. A modification or reversal on appeal of any amount of Settlement Classes Counsel's fees and expenses or Incentive Awards to Plaintiffs awarded by the Court from the Gross Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

39. In the event that this Agreement does not become final as set forth in Paragraph 16, or this Agreement otherwise is terminated pursuant to Paragraphs 25(h), 28, or 29, then this Agreement shall be of no force or effect, and any and all parts of the Gross Settlement Fund caused to be deposited in the Escrow Accounts (including interest earned thereon) shall be

returned forthwith to the CRST Defendants less its one-half share of the administration costs made in accordance with Paragraphs 25(h), 28, and 29 of this Agreement.

40. Further, and in any event, Plaintiffs and the CRST Defendants agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission of liability or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by the CRST Defendants or the other Releasees or (ii) the truth of any of the claims or allegations contained in the Fourth Amended Complaint or any other pleading filed in the Action, and shall not be used against the CRST Defendants, and evidence thereof shall not be discoverable or used in any way, in the Action, or otherwise against the CRST Defendants in this Action or any other proceeding or action.

41. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of all claims with respect to the CRST Defendants and each Releasee as provided in this Agreement.

42. The parties to this Agreement contemplate and agree that, prior to final approval of this Agreement as provided for in Paragraphs 11-18 hereof, appropriate notice (i) of the settlement; and (ii) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Classes.

#### H. Miscellaneous

43. The CRST Defendants shall submit all materials required to be sent to appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and Plaintiffs shall cooperate to provide the CRST Defendants with necessary information regarding the Settlement Classes and Plaintiffs' claims.

44. The United States District Court for the Central District of California shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation

and agreement by Plaintiffs and the CRST Defendants, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles. The CRST Defendants shall not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction. In the event this Agreement does not receive final, non-appealable Court approval, the CRST Defendants reserve all claims and defenses, including, but not limited to, those as to the lack of jurisdiction and venue over them in this Action.

45. This Agreement constitutes the entire, complete, and integrated agreement among Plaintiffs and the CRST Defendants pertaining to the settlement of the Action against the CRST Defendants, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between Plaintiffs and the CRST Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and the CRST Defendants and approved by the Court.

46. This Agreement shall be binding upon, and inure to the benefit of, the respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns of Plaintiffs and the CRST Defendants, although not specifically named herein. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs or Settlement Classes Counsel shall be binding upon all Settlement Classes Members and Releasors. The Releasees (other than the CRST Defendants entities which are Parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

47. This Agreement may be executed in counterparts by Plaintiffs and the CRST Defendants, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Agreement.

48. Neither Plaintiffs nor the CRST Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

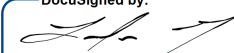
49. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

50. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice shall be in writing, and such notice, communication, or document shall be provided by facsimile or electronic mail (provided that the recipient acknowledges having received that electronic mail, with an automatic "read receipt" or similar notice constituting an acknowledgement of an electronic mail receipt for purposes of this Paragraph), or letter by overnight next day delivery using a commercial delivery service, such as FedEx or UPS, to the undersigned counsel of record for the party to whom notice is being provided.

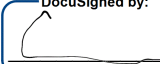
51. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement subject to Court approval.

52. Plaintiffs and the CRST Defendants have been represented by counsel in the negotiation of this Agreement, and they and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

**FOR PLAINTIFFS:**

DocuSigned by:  
  
A4FC825FF442419...  
Curtis Markson

DocuSigned by:  
  
21FCD60E35494BB  
Mark McGeorge

DocuSigned by:  
  
14F6D8014B704DE  
Clois McClendon

**FOR THE CRST DEFENDANTS:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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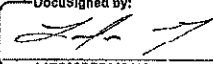
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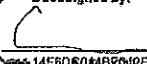
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**FOR PLAINTIFFS:**

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Curtis Markson

DocuSigned by:  
  
21FC06FE349348B  
Mark McGeorge

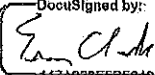
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Clois McCendon

**FOR THE CRST DEFENDANTS:**

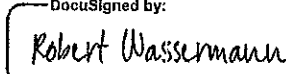
  
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Title: VP- General Counsel

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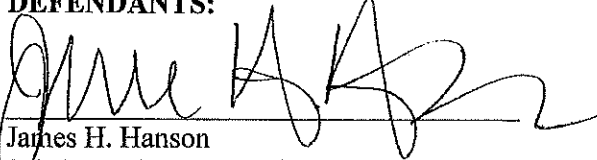
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