

You may qualify to participate in a class action settlement. Read this notice carefully.

A federal court authorized this notice. This is not a solicitation from a lawyer.

Para una notificación en español, visite www.MarksonDriverSettlement.com o llame 1-877-540-0685.

- A class action lawsuit called *Curtis Markson, Mark McGeorge, Clois McLendon, and Eric Clark* (“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* (“Defendants”), Case No. 5:17-cv-01261-SB (SPx), is pending in the United States District Court for the Central District of California (the “Court”).
- The Court provisionally certified a settlement class of the following three groups of individuals:
 1. **The CRST Antitrust Subclass:** all current and former drivers “Under Contract” 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 1, 2022.
 2. **The CRST Labor Code Subclass:** all persons who (1) signed a Pre-Employment Driver Training Agreement and/or Driver Employment Contract with CRST International, Inc. and/or CRST Expedited, Inc. (the “CRST Defendants”), (2) participated in the CRST Defendants’ Driver Training Program in California, and (3) were charged for their U.S. Department of Transportation (“DOT”) physical, DOT drug test, administrative fees, and/or the \$3,950 or \$6,500 Contract Fee after failing to complete their contractually-required 8- to 10-month Employment Term, at any time between May 15, 2013 through April 1, 2022.
 3. **The C.R. England Settlement Class:** all current and former drivers “Under Contract” 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 1, 2022.
- The CRST Antitrust Subclass, the CRST Labor Code Subclass, and the C.R. England Settlement Class are all collectively referred to in this document as the “Settlement Class.” The individuals in the Settlement Class are referred to in this document as Settlement Class Members.
- Plaintiffs have previously reached settlements with Defendants other than the CRST Defendants and C.R. England, Inc. and have now reached proposed settlements with the CRST Defendants and C.R. England, Inc. (the “Settling Defendants”).
- If approved by the Court, the settlements will resolve Plaintiffs’ claims that they were allegedly injured as a result of the Settling Defendants’ participation in an alleged conspiracy to restrain competition through an alleged “no-poach” agreement with other trucking companies, resulting in allegedly suppressed compensation of their drivers.
- The Settling Defendants deny all of the claims and allegations asserted against them, deny that compensation was suppressed, have asserted defenses to Plaintiffs’ claims, and maintain that they did

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nothing wrong. However, the Settling Defendants have agreed to the proposed settlements to avoid the cost, inconvenience, and distraction of litigation.

- Through the settlements, the Settling Defendants have agreed to pay a combined \$2,125,000 (“the Settlement Fund”). The Settlement Fund includes the cost of notice and administration of the settlements, any incentive payments to the Plaintiff Class Representatives awarded by the Court, the PAGA payment to the LWDA, and any attorneys’ fees and expenses awarded by the Court.
- The Net Settlement Fund will be distributed as follows: The settlement funds allocated to the C.R. England Subclass will be divided among the C.R. England Subclass on a pro rata basis, based on the number of weeks worked for any one of the Defendants. The settlement funds allocated to the CRST Antitrust Subclass will be divided among the CRST Antitrust Subclass on a pro rata basis, based on the number of weeks worked for any one of the Defendants. The settlement funds allocated to the CRST Labor Code Subclass will be divided equally among all members of the CRST Labor Code Subclass.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully. You may do nothing or any of the following by sending your written request to the Settlement Administrator:

YOUR LEGAL RIGHTS AND OPTIONS		
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the settlements and receive no payments or benefits from the settlements, • Keep your right to sue or continue to sue Settling Defendants for the claims resolved in this case, 	Postmarked by January 13, 2023
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the settlements—unless you exclude yourself, you will still be bound by the settlements, 	Postmarked by January 13, 2023
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the settlements—if you want your attorney to represent you, you must pay for that attorney. • File your Notice of Intent to Appear by January 13, 2023. 	February 17, 2023 at 8:30 a.m.
DO NOTHING	<ul style="list-style-type: none"> • Remain part of the Settlement Class and receive payments and benefits to qualifying Settlement Class Members. • Give up your right to sue or continue to sue Settling Defendants for the claims resolved in this case. 	

- Your rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the case website, www.MarksonDriverSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the proposed settlements. **Payments will be made if the Court approves the settlements and the Court’s approval becomes a final, non-appealable order.** Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have the right to know about the proposed settlements and your rights and options before the Court decides whether to approve the settlements. The Court in charge of this case is the United States District Court for the Central District of California. The case is called *Curtis Markson, Mark McGeorge, Clois McLendon, and Eric Clark 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*, Case No. 5:17-cv-01261-SB (SPx). Those who sued are called the Plaintiffs. The companies they sued are called the Defendants.

As a Settlement Class Member, unless you choose to opt out, you will be bound by the judgment of the Court as to the proposed settlements. The Court will resolve issues for everyone in the Settlement Class, except for those who exclude themselves.

The proposed settlements are with CRST Expedited, Inc., CRST International, Inc., and C.R. England. These are the “Settling Defendants.” All of the other defendants in this case have already settled their claims.

If the Court approves the proposed settlements, and after objections and appeals are resolved, you will be bound by the judgment and terms of the settlements. This notice explains the lawsuit, the settlements, and your legal rights.

2. What is this lawsuit about?

Plaintiffs allege they were injured as a result of the Settling Defendants’ alleged participation in a conspiracy to restrain competition through an alleged “no-poach” agreement with other trucking company Defendants resulting in alleged suppressed compensation of their drivers. Plaintiffs also allege that, as to CRST Labor Code Subclass, CRST’s Pre-Employment Driver Training Agreement and Driver Employment Contract were unlawful and that CRST unlawfully sought reimbursement of various expenses, namely DOT physical and drug screening tests, administrative fees, and training.

The Court preliminarily certified the Settlement Class and selected Susman Godfrey, L.L.P., Mayall Hurley P.C., Ackermann & Tilajef, P.C., and Melmed Law Group, P.C. to act as Settlement Class Counsel.

Plaintiffs have previously reached settlements with Defendants other than the CRST Defendants and C.R. England and have now reached proposed settlements with the Settling Defendants. The Settling Defendants deny all of the claims and allegations asserted against them, deny that compensation was suppressed, deny that they unlawfully sought any reimbursements, have asserted a number of defenses to Plaintiffs’ claims, and maintain that they did nothing wrong. However, they have agreed to settle this action to avoid the costs, inconvenience, distractions, and risks of further litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called class representatives sue on behalf of others who have similar claims, all of whom together are a “class.” Individual class members do not have to file a lawsuit to participate in the class action settlement or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

4. Why are there settlements in this case?

The Court did not decide in favor of either the Plaintiffs or Settling Defendants. Trials involve risks and expenses to both sides; therefore, the Plaintiffs and Settling Defendants have agreed to settle the case. The

Plaintiffs and Settlement Class Counsel think the proposed settlements are in the best interests of the Settlement Class and are fair, reasonable, and adequate.

WHO IS AFFECTED?

5. Am I part of the Settlement Class?

The Settlement Class contains three groups of individuals:

1. **The CRST Antitrust Subclass:** all current and former drivers “Under Contract” 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., Stevens Transport, Inc., at any time from May 15, 2013 through April 1, 2022. “Under Contract” means those individuals who executed an agreement with any Defendant in which the person agreed to work for any of the Defendants 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 1, 2022.
2. **The CRST Labor Code Subclass:** all persons who (1) signed a Pre-Employment Driver Training Agreement 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 test, administrative fees, and/or the \$3,950 or \$6,500 Contract Fee after failing to complete their contractually-required 8- to 10-month Employment Term, at any time between May 15, 2013 through April 1, 2022.
3. **The C.R. England Settlement Class:** all current and former drivers “Under Contract” 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 1, 2022. “Under Contract” means those individuals who executed an agreement with a Defendant in which the person agreed, and became obligated to work, for that Defendant for a specified period of time in return for a commercial driver’s license education or other training provided by, funded by, or reimbursed by that Defendant and who was employed by that Defendant pursuant to that agreement at any time between May 15, 2013 and April 1, 2022.

6. I’m still not sure if I’m included.

If you are still not sure if you are included in the Settlement Class, please review the detailed information contained in the Settlement Agreements, available at www.MarksonDriverSettlement.com. You may also call the Settlement Administrator at 1-877-540-0685.

THE SETTLEMENT BENEFITS

7. What do the settlements provide?

If the settlements are approved, the Settling Defendants will pay \$2,125,000 to the Settlement Fund. The Settlement Fund will be used to pay: (1) the Settlement Administrator for administering the settlement and notice, (2) Plaintiff Class Representative awards (not to exceed \$5,000 per Plaintiff Class Representative per each Settling Defendant), and (3) any attorneys’ fees (not to exceed one-fourth of the benefits created for the Settlement Class) and any expenses awarded by the Court (up to \$500,000). Further, a \$50,000 PAGA Payment (\$37,500 to the LWDA and \$12,500 to the Labor Code Subclass as alleged aggrieved employees under PAGA)

will be made from the CRST Gross Settlement. The remainder of the Settlement Fund (“Net Settlement Fund”) will be available for distribution to qualifying Settlement Class Members.

The Settling Defendants also agree to the following:

- The CRST Defendants will not send “Under Contract” letters to other Defendants concerning any member of the Settlement Classes who (i) were 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).
- The CRST Defendants will not sue any C.R. England, Inc., Schneider National Carriers, Inc., Southern Refrigerated Transport, Inc., Covenant Transportation, Inc., Stevens Transport, Inc., or Paschall Truck Lines, Inc., for hiring any member of the Settlement Class due to their Under Contract status with the CRST Defendants.
- The CRST Defendants will not refuse to hire a driver involuntarily terminated by another 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.
- The CRST Defendants have already ceased sending “Under Contract” letters to potential employers and will stop pursuing and release entitlement to collection efforts as to any member of the Labor Code Subclass for all unpaid costs for administrative fees, drug tests, and physical exams, respectively, allegedly owed to it by any member of the Labor Code Subclass, and the CRST Defendants will instruct third-party collection agencies and any other entities that may be involved in collection efforts for the CRST Defendants to do the same. This includes the CRST Defendants taking all action to cease any collection of these monies by third-party collection agencies and/or any collection of these monies through deductions from drivers’ pay (for work for the CRST Defendants or for any other entities) for members of the Labor Code Subclass. The CRST Defendants have reserved the right to seek collection of amounts they paid to third-party truck driver training schools for the training of drivers.
- C.R. England will not send “Under Contract” letters to the other Defendants concerning any member of the Settlement Class who was involuntarily terminated by C.R. England or whom C.R. England considers ineligible for rehire.
- C.R. England will not sue CRST International, Inc., CRST Expedited, Inc., Stevens Transport, Inc., Western Express, Inc., Schneider National Carriers, Inc., Southern Refrigerated Transport, Inc., Covenant Transportation, Inc., or Paschall Truck Lines, Inc., for hiring any member of the Settlement Class due to their Under Contract status with C.R. England.
- C.R. England will not refuse to hire a driver involuntarily terminated by another 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.

For further information regarding this non-monetary relief, please review the detailed information contained in the Settlement Agreements, available on the case website at www.MarksonDriverSettlement.com. You may also call the Settlement Administrator at 1-877-540-0685.

8. What can I get from the settlements?

The Net Settlement Fund will be distributed as follows:

The settlement funds allocated to the C.R. England Subclass will be divided among the C.R. England Subclass on a pro rata basis, based on the number of weeks worked for any one of the Defendants.

The settlement funds allocated to the CRST Antitrust Subclass will be divided among the CRST Antitrust Subclass on a pro rata basis, based on the number of weeks worked for any one of the Defendants.

The settlement funds allocated to the CRST Labor Code Subclass will be divided equally among all members of the CRST Labor Code Subclass.

Please be patient. In addition, please consult the case website, www.MarksonDriverSettlement.com, regularly for updates on the case.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

You can exclude yourself or “opt out” from the settlements.

9. What does it mean if I exclude myself from the settlements?

If you exclude yourself from the settlements, you will no longer be legally bound by the settlements and you will not be able to receive a payment and/or debt forgiveness (if applicable) from the settlements. You will keep the right to sue or continue to sue the Settling Defendants on your own for the legal claims that the settlements resolve.

10. If I don’t exclude myself from the settlements, can I sue the Settling Defendants for the same thing later?

No. Unless you exclude yourself from the settlements, you give up your right to sue the Settling Defendants for the claims that the settlements resolve. If you have your own pending lawsuit against any of the Settling Defendants, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from the settlements in order to continue your own lawsuit against the Settling Defendants.

11. What am I giving up by staying in the settlements?

Unless you exclude yourself from the settlements, you remain a Settlement Class Member. By staying in the Settlement Class, all Court orders relating to any legal claims against Settling Defendants will apply to you and legally bind you.

12. How do I exclude myself from the settlements?

If you do not want the benefits offered by the settlements and you do not want to be legally bound by the settlements, or if you wish to pursue your own separate lawsuit against the Settling Defendants, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the settlements by **January 13, 2023**.

Your exclusion request must include:

- Your full name, date of birth, last four digits of your Social Security number, current address, telephone number, and email address (if available);
- Which Defendant you were “Under Contract” with;
- A statement saying that you want to be excluded from the settlements in *Markson, et al. vs. CRST International, Inc., et al.*, Case No. 5:17-cv-01261-SB (SPx); and
- Your signature.

You must mail your exclusion request, postmarked by **January 13, 2023** to:

Markson, et al. v. CRST International, Inc.
c/o JND Legal Administration
PO Box 91249
Seattle, WA 98111

If you don't include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and you will be bound by the orders of the Court.

OBJECTING TO THE SETTLEMENTS

13. How do I tell the Court that I don't like the settlements?

If you are a Settlement Class Member and you have not excluded yourself from the settlements, you can object to the settlements if you don't like part, or all of them. The Court will consider your views.

To object to the settlements, you must file a written objection with the Court that includes:

- Your full name, date of birth, last four digits of your Social Security number, current address, email address (if available), and telephone number;
- If represented by an attorney with respect to your objection, the name, address, email address, bar number, telephone number, and signature of your attorney;
- Which Defendant you were "Under Contract" with;
- A written statement containing the factual and legal grounds for the objection(s);
- A statement, under penalty of perjury, indicating your membership in the Settlement Class;
- A statement indicating whether or not you or your attorney intend to speak at the Final Approval Hearing;
- Your signature or the signature of your legally-authorized representative;
- The case name and case number (*Markson, et al. vs. CRST International, Inc., et al.*, Case No. 5:17-cv-01261-SB (SPx)).

If you or your attorney want to appear and speak at the Final Approval Hearing, your Objection must also contain: (1) a detailed description of any and all evidence you may offer at the Final Approval Hearing, including photocopies of any and all exhibits which you or your attorney may introduce; and (2) the names and addresses of any witnesses you expect to call to testify at the Final Approval Hearing.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy mailed to the Settlement Administrator, Settlement Class Counsel, and Counsel for Settling Defendants postmarked by **January 13, 2023** at the following addresses:

Clerk of the Court	Settlement Class Counsel
<p>Office of the Clerk United States District Court for the Central District of California U.S. Courthouse 350 West 1st Street Los Angeles, California 90012 Courtroom 6C</p>	<p>Susman Godfrey L.L.P. 1201 Third Avenue, Suite 3800 Seattle, WA 98101 Telephone: (206) 516-3880 Email: igore@susmangodfrey.com Attn: Ian M. Gore</p> <p>Mayall Hurley, P.C. 2453 Grand Canal Blvd. Stockton, CA 95207 Telephone: (209) 477-3833 Email: rwasserman@mayallaw.com Attn: Robert J. Wasserman</p> <p>Ackermann & Tilajef, P.C. 1180 South Beverly Drive, Suite 610 Los Angeles, CA 90035 Telephone: (310) 277-0614 Email: cja@ackermanntilajef.com Attn: Craig J. Ackermann</p> <p>Melmed Law Group, P.C. 1801 Century Park East #850 Los Angeles, CA 90067 Telephone: (310) 824-3828 Email: jm@melmedlaw.com Attn: Jonathan Melmed</p>
Settlement Administrator	Counsel for Settling Defendants
<p>Markson, et al. v. CRST International, Inc. c/o JND Legal Administration P.O. Box 91249 Seattle, WA 98111</p>	<p>James H. Hanson Scopelitis Garvin Light Hanson and Feary PC 10 West Market Street, Suite 1400 Indianapolis, IN 46204 317-637-1777 Fax: 317-687-2414 Email: jhanson@scopelitis.com</p> <p>Seth M Goldstein Nossaman LLP 18101 Von Karman Avenue, Suite 1800 Irvine, CA 92612 949.833.7800 Fax: 9849.833.7878 Email: sgoldstein@nossaman.com</p>

14. What is the difference between excluding myself and objecting?

Objecting is telling the Court that you do not like something about the settlements. You can object only if you do not exclude yourself from the settlements. If you object and the Court overrules your objection, you will still be a part of the Settlement Class and be bound by the settlements. Excluding yourself is telling the Court that you do not want to be part of the settlements. If you exclude yourself, you have no standing to object because the settlements no longer affect you.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed the law firms of Susman Godfrey, L.L.P., Mayall Hurley P.C., Ackermann & Tilajef, P.C., and Melmed Law Group, P.C. as Settlement Class Counsel on behalf of the Plaintiffs and Settlement Class Members. Their contact information is provided above in Question 13. If you wish to remain a Settlement Class Member, you do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf.

If you wish to pursue your own case separately, or if you exclude yourself from the settlements, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against any of the Settling Defendants.

16. How will the lawyers be paid?

You will not have to pay any fees or out-of-pocket costs for the Settlement Class Counsel. Any attorneys' fees awarded by the Court will be paid from the Settlement Fund and will not exceed one-quarter of the benefits created for the Settlement Class. In addition, the litigation expenses awarded by the Court will not exceed \$250,000 for each of the two settling Defendants, for a total of \$500,000.00 in litigation expenses.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlements?

The Court will hold a Fairness Hearing at **8:30 a.m. on February 17, 2023** at the United States District Court for the Central District of California, U.S. Courthouse, 350 West 1st Street, Los Angeles, California 90012, Courtroom 6C. At the Fairness Hearing, the Court will consider whether the proposed settlements should be approved as fair, reasonable, and adequate. The Court will consider how much to pay Settlement Class Counsel for their litigation costs (Class Counsel is seeking reimbursement of up to \$250,000 for each of the settling Defendants, for a total of \$500,000 in litigation expenses). If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlements. We do not know how long these decisions will take, so please be patient.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

Yes. If you did not request exclusion from the settlements, you may ask permission for you or your own attorney to speak at the Fairness Hearing at your own expense. To do so, you must send a letter saying that it is your “Notice of Intention to Appear.” Your request must be filed with the Clerk of the Court and served on Settlement Class Counsel and Counsel for Settling Defendants no later than **January 13, 2023**. The addresses for the Court, Settlement Class Counsel and Counsel for Settling Defendants are provided in Question 13. You cannot ask to speak at the hearing if you exclude yourself from the settlements.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will remain part of the Settlement Class and you will be able to participate in any payments and benefits to qualifying Settlement Class Members. However, you will give up your right to sue or continue to sue Settling Defendants for the claims resolved in this case.

GETTING MORE INFORMATION

21. How do I get more information about the case?

This notice summarizes the case and the proposed settlements. More detailed information is available at www.MarksonDriverSettlement.com. You can also contact the Settlement Administrator:

Markson, et al. v. CRST International, Inc.
c/o JND Legal Administration
P.O. Box 91249
Seattle, WA 98111
info@MarksonDriverSettlement.com
1-877-540-0685

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.