

If you are or were under contract as a motor vehicle carrier driver at any time from May 15, 2013 through February 25, 2022 (through April 1, 2022 for purposes of settlement with Stevens Transport), for CRST, C.R. England, Paschall Truck Lines, Western Express, Covenant Transport, Southern Refrigerated Transport, Schneider National Carriers, or Stevens Transport you may qualify for benefits from a class action settlement

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 Central District of California (the “Court”).
- The Court certified a settlement class of all current and former drivers “Under Contract” as motor vehicle carrier drivers with Defendants at any time from May 15, 2013 through February 25, 2022 (through April 1, 2022 for purposes of the settlement with Stevens Transport) (“Settlement Class” or “Settlement Class Members”).
- Plaintiffs have reached proposed settlements with Western Express, Inc. (“Western Express”), Southern Refrigerated Transport, Inc. (“Southern Refrigerated”), Covenant Transport, Inc. (“Covenant”), Schneider National Carriers, Inc. (“Schneider”), Paschall Truck Lines, Inc. (“Paschall”), and Stevens Transport, Inc. (“Stevens”) **only** (collectively, the “Settling Defendants”). The case will continue against CRST International, Inc., CRST Expedited, Inc., C.R. England, Inc., and DOES 1-10 (collectively, the “Non-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 company Defendants 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 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 \$9,750,000 (“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, and any attorneys’ fees and expenses awarded by the Court. The remaining funds, referred to as the Net Settlement Fund, will be distributed as payments to qualifying Settlement Class Members (i.e., those who do not opt out) pro rata based on the number of weeks he or she worked for the Defendants.
- 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:

Questions? Visit www.MarksonDriverSettlement.com or call toll-free at 1-877-540-0685.

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 June 24, 2022
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 June 24, 2022
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 June 24, 2022 	July 29, 2022 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 after any settlement, trial, judgment, and/or appeals of the remaining claims are resolved.** 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 Western Express, Southern Refrigerated, Covenant, Schneider, Paschall, and Stevens only. These are the “Settling Defendants.” Plaintiffs will continue their case against the Non-Settling Defendants.

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 Western Express’s, Southern Refrigerated’s, Covenant’s Schneider’s, Paschall’s, and Stevens’s 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. 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 reached proposed settlements with only the Settling Defendants (Western Express, Southern Refrigerated, Covenant, Schneider, Paschall, and Stevens). The Settling Defendants deny all of the claims and allegations asserted against them, deny that compensation was suppressed, 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.

Plaintiffs’ case is proceeding against the Non-Settling Defendants. The Non-Settling Defendants deny Plaintiffs’ allegations and have asserted a number of defenses to Plaintiffs’ claims.

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 includes all current and former drivers “Under Contract” as motor vehicle carrier drivers with Defendants at any time from May 15, 2013 through February 25, 2022 (or through April 1, 2022 for purposes of the settlement with Stevens Transport) (“Class Period”). “Under Contract” generally refers to a driver who 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. Specifically, the various settlements define “Under Contract” as follows:

- The Paschall agreement defines “Under Contract” as follows: individuals who agreed to work for a Defendant for any specified period of time for the driver’s training costs to be covered by that Defendant;
- The Southern Refrigerated agreement defines “Under Contract” as follows: a status, designation, or other characterization for a driver whose costs for obtaining a Commercial Driver’s License or other training was paid for (in whole or in any part) by a trucking carrier directly or reimbursed (in whole or in part) by a trucking carrier;
- The Covenant agreement defines “Under Contract” as follows: a status, designation, or other characterization for a driver whose costs for obtaining a Commercial Driver’s License or other training was paid for (in whole or in any part) by a trucking carrier directly or reimbursed (in whole or in part) by a trucking carrier;
- The Schneider agreement defines “Under Contract” as follows: individuals who contractually agreed to remain employed by any Defendant, including Does 1 through 100, for any specific period of time in return for the driver’s training costs to be covered by that Defendant;
- The Western Express agreement defines “Under Contract” as follows: 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 February 25, 2022 (or through April 1, 2022 for purposes of the settlement with Stevens Transport); and
- The Stevens agreement defines “Under Contract” as follows: individuals whose costs for obtaining a Commercial Drivers’ License or other training or education were paid for or advanced (in whole or in any part) by a trucking carrier directly or reimbursed (in whole or in any part) by a trucking carrier. “Under Contract” drivers include, but are not limited to, any individual who (i) attended any of the Defendants’ company-sponsored or partner truck driving schools, or (ii) executed an agreement with any Defendant in which the individual agreed to work for any of the Defendants for a specified period of time in return for education or training provided by, funded by, or reimbursed by that Defendant, and who was employed by that Defendant, for any length of time, between May 15, 2013 through 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 \$9,750,000 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 \$25,000 per Plaintiff Class Representative), 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 \$2.8 million). The remainder of the Settlement Fund ("Net Settlement Fund") will be available for distribution to qualifying Settlement Class Members. The Net Settlement Fund will be distributed on a pro rata basis based on the number of weeks class members worked for one of the Defendants.

Western Express, Southern Refrigerated, Covenant, Schneider, and Paschall also agree to the following injunctive relief:

- (1) not to send "Under Contract" letters to other Defendants concerning any member of the Settlement Class.
- (2) not to sue any Defendant for hiring any member of the Settlement Class due to their contract status with a Settling Defendant.
- (3) to adopt express policies that, subject to certain limitations, prohibit refusing to hire a driver previously employed by another carrier on the sole basis that the driver is Under Contract with another carrier.

Western Express, Southern Refrigerated, Covenant, Schneider, and Paschall further agree to the following:

- (1) to release entitlement to and not pursue collection efforts against members of the Settlement Class for certain specific types of unpaid CDL trucking-school debt allegedly owed to them by some members of the Settlement Class. The type of debt that will be released may vary from company to company and just because you trained with a Defendant company, and/or some or all of your debt to a third-party trucking school was paid for by a Defendant, does not necessarily mean your trucking-school debt will be released. You should consult the settlement agreement with the Settling Defendant that you worked for, if applicable, for further details on the case website at www.MarksonDriverSettlement.com.
- (2) to instruct third-party collection agencies and any other entities that may be involved in collection efforts for them about the trucking-school debt the Settling Defendant has agreed to release.
- (3) not to provide any negative references for any member of the Settlement Class because the member allegedly defaulted on any trucking-school debt the Settling Defendant agreed to release.
- (4) not to issue 1099 forms or other tax forms to Settlement Class Members for the trucking-school debt the Settling Defendant agreed to release.

Stevens also agrees to the following injunctive relief:

- (1) not to send "Under Contract" letters to other Defendants concerning any member of the Settlement Class who was involuntarily terminated by Stevens or whom Stevens considers ineligible for hire;
- (2) not to sue any of the Defendants for hiring any member of the Settlement Class due to their "Under Contract" status, with certain exceptions; and
- (3) to adopt express policies that prohibit refusing to hire a driver involuntarily terminated by another carrier on the sole basis that the driver is "Under Contract" with another carrier, with certain exceptions.

For further information regarding this injunctive 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 to the Settlement Class based on a distribution formula to be developed by Settlement Class Counsel and approved by the Court. Please be patient. You will be provided further notice of any such future settlements or recoveries. 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.

By staying in the Settlement Class, you are not releasing your claims in this case against any Defendant other than 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. You are not releasing your claims, if any, against the Non-Settling Defendants by staying in the proposed settlements.

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 **June 24, 2022**.

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 **June 24, 2022** 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 send a written objection to 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 and the approximate dates of your employment, if known;
- 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; and
- 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 **June 24, 2022** at the following addresses:

Clerk of the Court	Settlement Administrator
<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</p>	<p>Markson, et al. v. CRST International, Inc. c/o JND Legal Administration PO Box 91249 Seattle, WA 98111</p>
Settlement Class Counsel	
<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>
Counsel for Settling Defendants	
<p>MANATT, PHELPS & PHILLIPS, LLP 2049 Century Park East, Suite 1700 Los Angeles, CA 90067 Telephone: (310) 312-4000 Email: cderecat@manatt.com Attn: Craig J. de Recat</p>	<p>VARNER AND BRANDT LLP 3750 University Avenue, Suite 610 Riverside, CA 92501 Telephone: (951) 274-7777 Email: richard.marca@vanerbrandt.com Attn: Richard D. Marca</p>
<p>FLASTER GREENBERG, PC One Tower Bridge 100 Front Street, Suite 100 Conshohocken, PA 19428 Telephone: (215) 279-9909 Email: chris.merrick@flastergreenberg.com Attn: Christopher J. Merrick</p>	<p>MCGUIREWOODS LLP 800 East Canal Street Richmond, VA 23219 Telephone: (804) 775-4760 Email: ngiles@mcguirewoods.com Attn: Nicholas J. Giles</p>
<p>KRIEG DEVAULT LLP One Indiana Square, Suite 2800 Indianapolis, IN 46204-2079 Telephone: (317) 238-6338 Email: jwoods@kdlegal.com Attn: Judy L. Woods</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 attorneys may seek litigation expenses (up to \$2.8 million) to be awarded by the Court.

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. p.d.t. on July 29, 2022** 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. 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 **June 24, 2022**. 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
PO Box 91249
Seattle, WA 98111
1-877-540-0685

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.