

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

Keith Huckaby v. CRST Expedited, Inc., et al.

U.S. District Court for the Central District of California Case No. 2:21-cv-07766-ODW-PD

**IF YOU ARE OR WERE A CALIFORNIA RESIDENT TRUCK DRIVER OF CRST
EXPEDITED, INC. (“CRST”) AND (1) WERE COMPENSATED BY A PIECE-RATE AT
ANY TIME FROM AUGUST 9, 2017 THROUGH APRIL 10, 2023, AND (2) DID NOT
PARTICIPATE IN THE SETTLEMENT OF *MONTOYA V. CRST EXPEDITED, INC.*,
THIS CLASS ACTION AND PAGA SETTLEMENT MAY AFFECT YOUR
RIGHTS.**

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

1. *Why should you read this Notice?*

A proposed Settlement (the “Settlement”) has been reached in a class and representative action lawsuit entitled, *Keith Huckaby v. CRST Expedited, Inc., et al.*, which is pending in the U.S. District Court for the Central District of California under Case No. 2:21-cv-07766-ODW-PD (the “Action”). The purpose of this Notice of Class Action Settlement and Final Approval and Fairness Hearing (“Notice”) is to describe the Action, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

This Notice summarizes the proposed Settlement. For the precise terms of the Settlement, please see the Settlement Agreement and Release of Claims available online at www.TruckingDriverSettlement.com, and/or contact Class Counsel at the phone numbers and email addresses listed below, and/or access the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 West 1st Street, Suite 4311, Los Angeles, California 90012-4565, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The settlement website listed above lists key deadlines and will have links to the Long-Form Class Notice, preliminary approval order, motions for preliminary and final approval and for attorneys’ fees, and any other important documents in the case.

A Final Approval and Fairness Hearing concerning the Settlement will be held before the Honorable Otis D. Wright II on **November 16, 2026, at 1:30 p.m. PT**, in Courtroom 5D – 5th Floor of the U.S. District Court for the Central District of California, 350 West 1st Street, Los Angeles, California 90012-4565, to determine whether the Settlement is fair, adequate, and reasonable. The proposed Settlement will resolve all claims that were asserted or which could have been pled based upon the facts alleged in the complaints filed in Court and/or letters sent to the California Labor Workforce Development Agency in the Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

IF YOU ARE OR WERE A CALIFORNIA RESIDENT TRUCK DRIVER EMPLOYED BY CRST EXPEDITED, INC. AND (1) WERE COMPENSATED BY A PIECE-RATE AT ANY TIME FROM AUGUST 9, 2017 THROUGH APRIL 10, 2023, AND (2) WERE NOT A PARTICIPANT IN THE SETTLEMENT OF *MONTOYA V. CRST EXPEDITED, INC.*, YOU ARE A CLASS MEMBER IN THIS CASE. AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED CLASS CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

IN ADDITION, THIS PROPOSED SETTLEMENT RELEASES CLAIMS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (“PAGA”). IF YOU ARE OR WERE A CALIFORNIA RESIDENT TRUCK DRIVER EMPLOYED BY CRST EXPEDITED, INC. AND (1) WERE COMPENSATED BY A PIECE-RATE AT ANY TIME FROM AUGUST 9, 2020 THROUGH APRIL 10, 2023, AND (2) WERE NOT A PARTICIPANT IN THE SETTLEMENT OF *MONTOYA V. CRST EXPEDITED, INC.*, YOU WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF RELEASED PAGA CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT. YOU CANNOT REQUEST TO BE EXCLUDED FROM THE RELEASE OF RELEASED PAGA CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM THE CLASS SETTLEMENT.

QUESTIONS? CALL (833) 930-1150 OR VISIT www.TruckingDriverSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, as explained more fully below, you will be considered a Class Participant and will receive Settlement benefits. You will also give up the right to pursue a separate legal action against CRST for the claims that were pled or could have been pled based on the facts alleged in this lawsuit, as detailed further below in the section describing the Released Class Claims.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You have the option to pursue separate legal action against CRST with respect to the claims in this lawsuit, except for the Released PAGA Claims (defined below). If you would like to retain the option to do so, you must submit a written Opt-Out Request to be excluded from the Class and the Settlement (“Opt Out”). If you elect to be excluded as such, you will not receive any benefits under the Settlement apart from the benefits that are allotted to you as a PAGA Group Member, if any. As discussed below, please also be aware that the Released PAGA Claims are binding on the PAGA Group Members regardless of whether an individual has submitted a valid request to be excluded from the Settlement and the release of the Released Class Claims. If you are a PAGA Group Member who has requested to be excluded from the Settlement and the release of the Released Class Claims, you will still receive a payment of your Individual PAGA Amount and will still release the Released PAGA Claims.
OBJECT	To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement by submitting an Opt-Out Request. You must remain a Class Member of the lawsuit to object to the Settlement.

2. **Who is affected by this proposed Settlement?**

The Court has certified the following Class for Settlement purposes:

All current and former employees that had a residential address in California and performed work as a truck driver for CRST Expedited, Inc. (“CA Truck Drivers”) and were compensated by a piece-rate from August 9, 2017 through April 10, 2023, excluding the participants in the settlement of *Montoya v. CRST Expedited, Inc.*, Case No. 16-cv-10095-PBS (D. Mass.) (the “Class”).

The Court has also approved the following “PAGA Group Members” definition for Settlement purposes:

All current and former employees that had a residential address in California and performed work as a truck driver for CRST (“CA Truck Driver”) who were compensated by a piece-rate from August 9, 2020, through April 10, 2023, excluding the participants in the Settlement of *Montoya v. CRST Expedited, Inc.*, Case No. 16-cv-10095-PBS (D. Mass.).

3. **What is this case about?**

Keith Huckaby (“Plaintiff” or the “Class Representative”) alleged claims against Defendants CRST Expedited, Inc., and CRST International, Inc. (collectively, “CRST”) for: (1) failure to pay minimum wages for non-driving time, including time spent performing non-driving activities, as well as time spent waiting at customer sites, time spent on breakdowns and weather delays, time spent on layovers, time spent in the sleeper berth of a truck, or other wait time allegedly subject to the control of Defendants; (2) failure to pay statutory/contractual wages, including wages Plaintiff alleged are owed based on Defendants’ alleged failure to compensate drivers based on actual miles driven; (3) failure to reimburse business expenses; (4) failure to provide accurate itemized wage statements; (5) failure to timely pay wages; and (6) violation of California’s Unfair Competition Law (UCL).

Plaintiff additionally alleged a claim for civil penalties pursuant to PAGA based on the violations alleged above, as well as an allegation that Defendants failed to reimburse the cost of pre-employment medical examinations in violation of California Labor Code Section 225.5. Plaintiff asserted these claims on behalf of the Class Members and PAGA Group Members. Plaintiff sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys’ fees in the Action.

CRST denies all liability in the Action and is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. CRST contends that its conduct is and has been lawful at all times, and that Plaintiff and the Class's claims do not have merit and do not meet the requirements for class certification or to maintain a representative action.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and CRST (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of CRST. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff and his attorneys also believe this Settlement is in the best interests of all Class Members and PAGA Group Members.

4. ***Who are the attorneys representing the Parties?***

The attorneys representing the Parties in the Action are:

Class Counsel

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berenji@employeejustice.law

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Defense Counsel

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Indianapolis, IN 46204

Phone: 317-637-1777

Fax: 317-687-2414

5. ***What are the Settlement terms?***

Subject to the Court's final approval, the key terms of the Settlement are as follows:

Gross Settlement Amount

Subject to final Court approval, CRST will pay \$14,500,000.00 (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Class Payments"), all attorneys' fees and expenses (including court costs) to be paid to Class Counsel, any Service Fee Award to Plaintiff, settlement administration costs and expenses, all payments to PAGA Group Members and the State of California Labor and Workforce Development Agency ("LWDA") for penalties pursuant to PAGA, and payroll taxes on any portion of payments to Plaintiff and Class Members that constitute wages. In no event will CRST be required to pay more than the Gross Settlement Amount under the terms of the Settlement.

Net Settlement Amount

The "Net Settlement Amount" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) the Service Fee Award to the Plaintiff in an amount up to \$15,000.00 for his services to the Class as Class Representative and an individual release of claims; (2) the Settlement claims administration costs and expenses to the Settlement Administrator, Kroll Settlement Administration LLC, currently estimated at approximately \$60,703, but not to exceed \$65,363; (3) \$725,000.00 for the PAGA Amount to the LWDA and the PAGA Group Members as penalties under PAGA; and (4) Attorneys' Fees of Class Counsel in an amount up to one-third the Gross Settlement Amount (\$4,833,333.33) and payment for Class Counsel's litigation costs in an amount expected not to exceed \$410,000.00. All of these payments are subject to Court approval.

PAGA Penalties

The "PAGA Amount" means the amount allocated to penalties to settle claims alleged under PAGA (California Labor Code §§ 2698-2699.5), which is \$725,000.00. Pursuant to applicable law, 75% of the PAGA Penalties or \$543,750.00 shall be paid to the LWDA and \$181,250.00 shall be distributed to the PAGA Group Members.

Settlement Share Formulas

(a) Individual Class Payments (to Class Participants from the Net Settlement Amount)

If you are a Class Member and do not submit a valid and timely Opt-Out Request, you will receive an Individual Class Payment determined based on the number of other Class Members that do not submit a valid and timely Opt-Out Request (the "Class Participants") and the number of your Qualifying Class Workweeks.

The payment to each individual Class Participant will be based on their *pro rata* share of the Net Settlement Amount, based on the number of each Class Participant's Qualifying Class Workweeks, except that the value of a Qualifying Class Workweek beginning after May 1, 2023, will be twenty-five percent (25%) of the value of a Qualifying Class Workweek beginning before May 1, 2023. "Qualifying Class Workweeks" means the total number of weeks during which a Class Member worked for CRST Expedited, Inc. at any time during the Class Release Period (August 9, 2017 through March 1, 2026).

One-third (or 33.333%) of your Individual Class Payment will be allocated to taxable wages. One-third (or 33.333%) of your Individual Class Payment will be allocated to interest. One-third (or 33.333%) of your Individual Class Payment will be allocated to penalties, and liquidated damages and will not be subject to tax withholding, but will be reported on IRS Form 1099. The Settlement Administrator shall be responsible for issuing and providing IRS Forms W-2s and 1099s to you and other Class Participants for their Individual Class Payments.

Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with any Individual Class Payment. In addition, if additional Class Members are identified, your Individual Class Payment may be reduced based on the above formula.

(b) Payment of Individual PAGA Amounts (to PAGA Group Members from 25% of the PAGA Amount)

As noted above, the PAGA Amount in this case is \$725,000.00. Pursuant to applicable law, \$543,750.00 (i.e., 75%) of the PAGA Amount, if approved, shall be issued to the LWDA. The remaining \$181,250.00 shall be paid to the PAGA Group Members. This payment is calculated on a *pro rata* basis, based on the number of each PAGA Group Member's Qualifying PAGA Pay Periods, except that the value of a Qualifying PAGA Pay Period beginning after May 1, 2023, will be twenty-five percent (25%) of the value of a Qualifying PAGA Pay Period beginning before May 1, 2023. A Qualifying PAGA Pay Period is defined as the total number of pay periods during which a PAGA Group Member worked for CRST Expedited, Inc. at any time during the PAGA Release Period (August 9, 2020 through March 1, 2026). As explained below, a PAGA Group Member cannot Opt-Out of the release of the Released PAGA Claims.

The PAGA Amount is in addition to the Individual Class Payment. Taxes will not be deducted from the Individual PAGA Amount. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with the Individual PAGA Amount. In addition, if additional PAGA Group Members are identified, your Individual PAGA Amount may be reduced based on the above formula.

Settlement Distribution

Within 30 days of the Settlement's Effective Date, CRST will deposit the Gross Settlement Amount into a Settlement Fund established by the Settlement Administrator for purposes of administering the Settlement (the Effective Date is when the Court grants final approval of the Settlement and all appeals, if any, are resolved). The Settlement Administrator shall distribute the Court-approved Individual Class Payments and Individual PAGA Amounts by check to the last known mailing address for each Class Participant and PAGA Group Member within 15 days after the funding of the Settlement Fund.

TO ENSURE THAT YOU RECEIVE ALL PAYMENTS THAT MAY BE DUE TO YOU, PLEASE ENSURE THAT THE CONTACT INFORMATION AND MAILING ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR IS ACCURATE:

Huckaby v. CRST Expedited, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Toll Free Number: **(833) 930-1150**

IF ANY OF THE ABOVE IS INCORRECT, PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT (833) 930-1150 TO UPDATE YOUR CONTACT INFORMATION OR VISIT THE SETTLEMENT WEBSITE, WWW.TRUCKINGDRIVERSETTLEMENT.COM.

If any checks for an Individual Class Payment or Individual PAGA Amount remain uncashed 180 days after their issuance, the Settlement Administrator will cancel those checks and pay the funds represented by such un-redeemed checks to the *cy pres* recipient. In that event, the Class Participant and/or PAGA Group Member will nonetheless be bound by the terms of the Settlement.

6. *What claims are being released by the proposed Settlement?*

Providing there is final Court approval of this Settlement, then as of the Effective Date of the Settlement, Plaintiff and the Class Participants, individually and on behalf of all their respective present and former heirs, trustees, executors, administrators, representatives, agents, successors, and assigns, shall be deemed to have fully, finally, and forever released and discharged the Released Parties from all Released Class Claims.

“Released Class Claims” means the claims for relief asserted in the Consolidated Complaint, and any claims which could have been pled based upon the facts alleged in the Consolidated Complaint, including claims alleging: (1) failure to pay minimum wages for non-driving time, including time spent performing non-driving activities, as well as time spent waiting at customer sites, time spent on breakdowns and weather delays, time spent on layovers, time spent in the sleeper berth of a truck, or other wait time allegedly subject to the control of Defendants; (2) failure to pay statutory/contractual wages, including wages Plaintiff alleges are owed based on Defendants’ alleged failure to pay based on actual miles driven; (3) failure to reimburse business expenses; (4) failure to provide accurate itemized wage statements; (5) failure to timely pay wages; and (6) violation of California’s Unfair Competition Law (UCL). The “Released Class Claims” include all claims arising under federal, state, or local law which were pled or which could have been pled based on the facts asserted in the Consolidated Complaint, including the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*; and California Labor Code sections 200, 201, 201.5, 202, 203, 205.5, 218.5, 218.6, 221, 223, 226, 226.2, 226.3, 510, 515, 558, 1185, 1194, 1194.2, 1197, 1197.1, 2800 and 2802; as well as all such claims brought under California Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200 *et seq.*, including claims of Unfair and Unlawful Competition. The Released Class Claims include claims for restitution, wages, penalties, liquidated damages, interest, attorney fees, litigation costs, declaratory relief, injunctive relief, and any other form of equitable or monetary relief, which were pled or which could have been pled based upon the facts asserted in the Consolidated Complaint. Class Participants will release all Released Claims arising during the Class Release Period.

Providing there is final Court approval of this Settlement, then as of the Effective Date of the Settlement, Plaintiff and the PAGA Group Members, on behalf of themselves individually, and on behalf of all their respective present and former heirs, trustees, executors, administrators, representatives, agents, successors, and assigns, as well as the LWDA, shall be deemed to have fully, finally, and forever released and discharged the Released Parties from all Released PAGA Claims.

“Released PAGA Claims” means any claims for civil penalties pursuant to PAGA, which Plaintiff pled or could have pled based on the facts alleged in the Complaint Plaintiff filed on October 13, 2021 in the civil action against Defendants in the Superior Court of the State of California, County of Los Angeles, which is pending under Case No. 21STCV37657 (the “PAGA Action”), the Amended Complaint Plaintiff filed against Defendants in the PAGA Action on June 9, 2022, the Consolidated Complaint filed in the Action, or the letters Plaintiff sent to the LWDA on August 9, 2021 and March 11, 2022. The Released PAGA Claims include all such claims seeking civil penalties under PAGA based on wage and hour claims that were pled or could have been pled based on the facts alleged in the foregoing complaints and letters, alleging violation of California Labor Code sections 200, 201, 202, 203, 218.6, 221, 222.5, 223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1197.1, 2800, 2802, 2698, and 2699, *et seq.*, 2699.3, as well as California Industrial Welfare Commission Wage Orders. Released PAGA Claims are limited to those claims arising during the PAGA Release Period.

The “Released Parties” means CRST and all its present and former officers, directors, shareholders, members, agents, employees, representatives, attorneys, parent companies, subsidiaries, divisions, affiliates, related companies, owners, successors, and assigns.

7. *How to receive your Settlement payment*

You do not need to do anything to receive your Individual Class Payment and/or Individual PAGA Amount. However, no Settlement payments will be made unless and until the Court grants final approval of the Settlement.

8. *To request exclusion from the Settlement and the Class*

If you do not want to be part of the Settlement and do not want to be bound by the release of the Released Class Claims, you must submit a written request to be excluded from both (the “Opt-Out Request”) to the Settlement Administrator at the following address below, postmarked on or before **October 5, 2026**:

Huckaby v. CRST Expedited, Inc.
c/o Kroll Settlement Administration LLC
ATTN: Opt-Out Request
P.O. Box 225391
New York, NY 10150-5391

In order to be valid, your written Opt-Out Request must: (1) contain your name and the last four digits of your Social Security Number; (2) state in substance: “I have read the Class Notice and I wish to opt-out of the class action and Settlement of the case *Huckaby v. CRST Expedited, Inc.*”; (3) be signed by you or your lawful representative; and (4) be returned to the Settlement Administrator at the specified address postmarked on or before **October 5, 2026**. If you do not submit a timely and valid written Opt-Out Request, you will be bound by the release of Released Class Claims as described above and all other terms of the Settlement. If you timely submit a valid, signed written Opt-Out Request, you will have no further role in the Action as to the Released Class Claims, and you will not be entitled to any benefit as a result of the Settlement as a Class Member. Any untimely or incomplete Opt-Out Request shall be considered null and void. **You cannot object to the Settlement if you submit a valid Opt-Out Request.**

This Settlement also resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney of, and for, the State of California and the LWDA. Each PAGA Group Member will be bound by the release of the Released PAGA Claims upon the Effective Date of the Settlement, regardless of whether he or she submitted an Opt-Out Request as a Class Member, and regardless of whether he or she cashes a check for an Individual PAGA Amount.

9. To object to the Settlement

If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it. To object, you (or your attorney) must submit a written statement of objection to the Court. To submit the objection, you or your attorney must either:

(1) Mail or personally deliver the objection to the following address: United States District Court for the Central District of California, Attn: District Judge Otis D. Wright II, Courtroom 5D – 5th Floor, 350 West 1st Street, Los Angeles, California 90012-4565; or

(2) Submit your objection electronically via PACER at <https://ecf.cacd.uscourts.gov>.

You must also serve copies of the written objection to Class Counsel and Defense Counsel no later than the **October 5, 2026, Objection Deadline**. For a complete list of addresses for Class Counsel and Defense Counsel, refer to **Question 4** above. The date of delivery of the written objection is deemed to be the date the objection is deposited in the U.S. mail, postage prepaid, as evidenced by the postmark.

If you submit a written objection, the objection must: (1) clearly identify the case name and number, *Keith Huckaby v. CRST Expedited, Inc., et al.*, Case No. 2:21-cv-07766-ODW-PD, U.S. District Court for the Central District of California; (2) state your full name and the last four digits of your Social Security Number (for identification purposes only); (3) state the grounds for the objection, including a statement of the reasons why you believe that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting your objection; (4) be signed by you or your lawful representative; and (5) be postmarked or electronically or physically filed with the Court on or before **October 5, 2026**. If you timely submit an objection, you may, but are not required to, appear at the Final Approval and Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

If you wish to appear at the Final Approval and Fairness Hearing, in person or through an attorney, you must also file a notice of your intention to appear at the same time your objection is filed. Copies of any objection or notice of intention to appear must be simultaneously served on Class Counsel and Defense Counsel at their respective addresses listed above in **Question 4**. Unless otherwise ordered by the Court, Class Members shall not be entitled to speak at the Final Approval Hearing unless they have submitted a timely written objection and notice of intention to appear pursuant to this Notice. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

10. Disputes as to workweeks allocated

If you disagree with the number of Qualifying Class Workweeks or Qualifying PAGA Pay Periods written on your Postcard Class Notice, you have the option of submitting a written explanation of why you believe the Qualifying Class Workweek or Qualifying PAGA Pay Period count is inaccurate. The written explanation must be submitted to the Settlement Administrator and must: (1) contain your name and the last four digits of your Social Security Number; (2) include documents or other evidence in support of your challenge to the number of Qualifying Class Workweeks or Qualifying PAGA Pay Periods allocated to you; (3) be signed by you or your lawful representative; and (4) be postmarked by **October 5, 2026** and returned to the Settlement Administrator at the address specified below.

If you wish to dispute the number of Qualifying Class Workweeks or Qualifying PAGA Pay Periods allocated to you, your written explanation must be mailed to:

Huckaby v. CRST Expedited, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your optional written explanation. The Settlement Administrator will review your written explanation and any supporting documentation that you provide, as well as CRST's records, to resolve any disputes regarding the accurate number of Workweeks. CRST's calculation of your Qualifying Class Workweeks or Qualifying PAGA Pay Periods will be presumed accurate unless you submit clear and compelling documentary evidence that establishes that a mistake was made by CRST. Evidence of dates of engagement with Defendants alone will not constitute satisfactory evidence if the Class Member has worked in other jobs or positions for Defendants. The Settlement Administrator shall investigate the dispute, requesting information from CRST as necessary and make the final determination of whether any additional amount is owed. All such challenges must be postmarked no later than **October 5, 2026**.

11. What if I do nothing?

If you do nothing, you will receive an Individual Class Payment and Individual PAGA Amount, if applicable, should the Court grant final approval of the Settlement. If you do nothing, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims, and barred from suing or continuing to sue Defendants or any of the Released Parties on the Released Class Claims and Released PAGA Claims.

12. What is the next step in the approval of the Settlement?

The Final Approval and Fairness Hearing on the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and litigation costs and expenses, the Service Fee Award to Plaintiff, or any other aspect of the Settlement will be held on November 16, 2026, at 1:30 p.m. PT, in the U.S. District Court for the Central District of California, Courtroom 5D – 5th Floor, 350 West 1st Street, Los Angeles, California 90012-4565. The Final Approval and Fairness Hearing may be moved or continued without further notice. You are not required to attend the Final Approval and Fairness Hearing to receive an Individual Class Payment or Individual PAGA Amount. If you choose to attend the Final Approval and Fairness Hearing, you may appear in person or remotely depending upon the Court's decision whether such a hearing will be held remotely or in person.

Please check the settlement website or the Court's PACER website, or contact Class Counsel to confirm that the date listed above has not changed. For instructions on how to access the case docket, please see the instructions above. If the Court grants final approval of the Settlement, the Order granting final approval and entering a judgment will be posted on a website created by the Settlement Administrator for this case. That settlement website is: **www.TruckingDriverSettlement.com**.

13. How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement and Release of Claims. You may also request a copy of the Settlement Agreement and Release of Claims from Class Counsel, at the addresses listed in **Question 4** above. If you have questions regarding the Settlement, you may visit **www.TruckingDriverSettlement.com**, or you may contact the Settlement Administrator at **(833) 930-1150**.

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