

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Derrick Virgne (“Plaintiff” or “Settlement Class Representative”), (ii) a settlement class of similarly-situated persons (identified herein as the “Settlement Class”), and (iii) C.R. England, Inc. (“CRE”). The parties to this Agreement are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court. This Agreement is entered into as of the date it is signed by the last of the Parties to sign it.

I. RECITALS

A. **WHEREAS**, on May 21, 2019, Plaintiff filed a putative class action Complaint titled *Derrick Virgne v. C.R. England, Inc.*, No. 1:2019-cv-2011 in the U.S. District Court for the Southern District of Indiana (the “Action”);

B. **WHEREAS**, Plaintiff’s Action alleged that CRE violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (“TCPA”) by sending text messages to Plaintiff and putative class members;

C. **WHEREAS**, the Parties have engaged in substantial discovery and motion practice and have vigorously litigated the Action;

D. **WHEREAS**, CRE vigorously denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies that Plaintiff and putative class members are entitled to any relief from CRE;

E. **WHEREAS**, counsel for the Parties have investigated the facts relating to the

claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of their respective claims and defenses;

F. **WHEREAS**, counsel for the Parties have engaged in extensive arm's-length negotiations concerning the settlement of the claims asserted in the Action, including a full-day mediation session overseen by nationally-recognized mediator the Hon. Wayne Andersen (Ret.) of JAMS Chicago and a settlement conference before the presiding Magistrate in the Action, the Hon. Mark J. Dinsmore;

G. **WHEREAS**, CRE, without admitting or conceding any wrongdoing or liability, has concluded that further defense would be protracted, burdensome, and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement, subject to Court approval;

H. **WHEREAS**, Plaintiff, and his counsel, on behalf of the Settlement Class (as defined below), after receiving information and conducting discovery have concluded based upon their investigation, and taking into account the contested issues involved, the legal principles at issue, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with CRE on the terms set forth is fair reasonable, and adequate, and in the best interest of the Plaintiff and the Settlement Class;

I. **WHEREAS**, the Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement

without trial or adjudication of any issue of fact or law excepting approval of this Settlement Agreement;

J. **WHEREAS**, the Parties and their counsel agree to this Settlement Agreement, the terms herein, and such agreement is binding irrespective of any change in law through administrative, Court, executive, or legislative action which may or could affect Plaintiff and Settlement Class Member claims or Defendant's defenses;

K. **WHEREAS**, Plaintiff's Motion for Preliminary Approval will include a request for the Court to certify the Settlement Class, comporting with the definitions agreed-upon by the Parties and mirroring the definition set forth in Section II(32) below. This Settlement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein. Absent such approvals, this Agreement and underlying Settlement shall be null, void, and of no further force or effect and the Parties shall be returned to their status quo ante;

L. **WHEREAS**, CRE has agreed to fund a settlement of \$315,000.00 (the "Settlement Fund"), which shall be used to pay Settlement Class Members, to pay Plaintiff's counsel a Fee Award as awarded by the Court, to pay an Incentive Award to the Named Plaintiff as awarded by the Court, and to pay all reasonable Settlement Administration Costs incurred in administering the settlement; and

M. **NOW THEREFORE**, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

II. **DEFINITIONS**

Unless defined elsewhere in this Settlement Agreement, as used herein and in the

documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Action” means the class action filed as *Derrick Virgne v. C.R. England, Inc.*, No. 1:2019-cv-2011 in the U.S. District Court for the Southern District of Indiana.

2. “Class Counsel” or “Settlement Class Counsel” means Lemberg Law LLC.

3. “Class Period” means the period from January 1, 2019, through June 1, 2019.

4. “Claim Identification” means the unique identification number provided on the Short Form Notice.

5. “Claims Deadline” shall have the same meaning as set forth in the Preliminary Approval Order issued by the Court, the date of which shall be forty-five (45) days after the deadline for notice to be sent to Settlement Class Members.

6. “Counsel for CRE” or “CRE’s Counsel” means David Almeida and Mark Eisen of Benesch, Friedlander, Coplan & Aronoff LLP.

7. “Court” means the United States District Court for the Southern District of Indiana, the Honorable Judge Sarah Evans Barker and the Honorable Magistrate Judge Mark J. Dinsmore presiding.

8. “*Cy Pres* Recipient” means the organization that the Parties mutually agree to and that the Court finds appropriate.

9. “Defendant” or “CRE” means C.R. England, Inc.

10. “Effective Date” means five (5) business days after the Final Approval Order and Judgment becomes Final.

11. “Fee Award” means any award of reasonable attorneys’ fees and reimbursement of costs and expenses to be awarded by the Court to Class Counsel.

12. “Final” means that the Final Approval Order and Judgment has been entered on the docket in the Action and that the following has occurred: (a) the time to appeal from such order and judgment has expired and no appeal has been timely filed; (b) if an appeal from such order and judgment has been filed, it has resulted in an affirmance of the Final Approval Order and Judgment without any material change, no other appeal or petition for rehearing or review is pending, the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired, relief from a failure to file the same is not available, and the mandate is filed with the Court; or (c) the Court, following the resolution of any appeal from the Final Approval Order and Judgment, enters a further order or orders approving settlement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

13. “Final Approval Hearing” means the hearing at which the Court will be asked to grant final approval to this Settlement Agreement in all material respects as fair, reasonable, and adequate, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and determine the amounts of the Fee Award and Incentive Award.

14. “Final Approval Order and Judgment” means the order in which the Court certifies the Settlement Class, grants final approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice, attached hereto as **Exhibit A**.

15. “Funding Date” means the date, which shall be no later than fifteen (15) days after the Effective Date, on which CRE shall fund the balance of the Settlement Fund, less any monies already paid to the Settlement Administrator to administer this Settlement.

16. “Incentive Award” means any payment to be made to the Named Plaintiff

awarded by the Court in recognition for the Named Plaintiff's time and effort in prosecuting the Action.

17. "Long Form Notice" means the long form notice to be made available on the Settlement Website, describing the terms of this Settlement Agreement and containing information on how to opt-out of the Settlement Class or to object to the settlement substantially in the form of **Exhibit B** hereto.

18. "Notice" means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is consistent with the requirements of Due Process, and which is to be provided substantially in the manner set forth in this Agreement and the exhibits thereto, including Long Form Notice, Short Form/Postcard Notice, and the Settlement Website.

19. "Notice Plan" means and refers to the plan to disseminate Notice of the Settlement Agreement to the Settlement Class that comports with due process.

20. "Objection Deadline" means the date by which any Persons who fall within the definition of "Settlement Class" must submit any objections to the Settlement Agreement and shall be set for a date forty-five (45) days following commencement of the Notice Plan.

21. "Opt-Out Deadline" means the date by which any Persons who fall within the definition of "Settlement Class" must submit any requests to exclude themselves from or Opt-Out of the Settlement Agreement and shall be set for a date forty-five (45) days following commencement of the Notice Plan.

22. "Parties" means the Plaintiff and CRE.

23. "Person" means, without limitation, any individual, and any entity including without limitation, a corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, estate, legal representative, trust,

unincorporated association, and any other business or legal entity and their respective predecessors, successors, representatives, and assigns.

24. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Derrick Virgne.

25. “Preliminary Approval Order” means the Court’s Order entered in connection with the hearing at which the Court, *inter alia*, preliminarily certifies the Settlement Class, grants its preliminary approval to this Settlement Agreement, authorizes the dissemination of Notice to the Settlement Class, and schedules the Final Approval Hearing. The Preliminary Approval Order shall be substantially consistent with **Exhibit C** to this Agreement.

26. “Release,” or “Releases” means the releases set forth in Section V of this Settlement Agreement.

27. “Settlement Administration Costs” means the expenses incurred by the Settlement Administrator in providing Notice pursuant to the Notice Plan approved by the Court and mailing checks for Settlement Class Members. Settlement Administration Costs shall be paid from the Settlement Fund.

28. “Settlement Administrator” means the firm retained with the mutual consent of the Parties and approved by the Court to issue Notice to the Settlement Class Members and to administer the settlement.

29. “Settlement Agreement,” “Settlement,” or “Settlement Agreement and Release” or “Agreement” means this settlement agreement and release, including the attached exhibits.

30. “Settlement Check” means the negotiable checks to be sent to Settlement Class Members.

31. “Settlement Claim Form” means an electronic or paper document, in substantially the form approved by the Court, to be completed by Settlement Class Members

and submitted to the Settlement Administrator to receive a share of the settlement. The Parties agree to propose approval of the Settlement Claim Form attached as **Exhibit D**.

32. “Settlement Class” is specifically defined as:

(1) All persons within the United States (2) to whose cellular telephone number (3) C.R. England, Inc., sent a text message (4) using its vendor Twilio as part of its recruitment campaign, (5) after the cellular phone owner replied with the opt out phrase “stop”, “stopall”, “unsubscribe”, “cancel”, “end”, or “quit”, in any combination of uppercase and lowercase letters, (6) between January 1, 2019, and June 30, 2019.

The Settlement Class contains approximately 7,997 members.

33. “Settlement Class List” means the list of individuals falling within the Settlement Class.

34. “Settlement Class Member” or “Class Member” means a Person who falls within the definition of the Settlement Classes and who has not submitted a Successful Opt-Out.

35. “Settlement Claim Payments” means the amount necessary to pay total timely and approved claims by Settlement Class Members.

36. “Settlement Fund” means the total aggregate common fund that CRE will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Judgment becomes Final. The Settlement Fund equals \$315,000.00 and constitutes CRE’s maximum and exclusive payment obligation under this Settlement Agreement to settle the Action in full. The Settlement Fund represents the total extent of CRE’s monetary obligations under this Agreement. The Settlement Fund shall be maintained in an interest-bearing account if possible at a bank chosen by the Settlement Administrator (the “Settlement Fund Bank Account”). Any costs associated with opening and/or maintaining the bank account to hold the Settlement Fund shall be deducted from the Settlement Fund. The

Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

37. “Settlement Website” means the website to be created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement, the Preliminary Approval Order and the Long Form Notice.

38. “Short Form/Postcard Notice” means written notice of the settlement in the form attached hereto as **Exhibit E**, to be sent in a postcard format, summarizing the terms of the settlement and advising Persons who fall within the definition of the Settlement Class of their options to excluding themselves or object to the settlement.

39. “Successful Opt-Out” means a properly completed and timely opt out request, but shall not include (a) any requests that are not treated as requests for exclusion, and (b) any requests that are invalid, untimely, or are otherwise void pursuant to the provisions of this Agreement.

40. “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., together with its implementing regulations, 47 C.F.R. § 64.1200, et seq.

41. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

42. All references to “his,” “her,” and similar terms are intended to be gender-neutral and apply equally to Persons who are businesses, organizations, or other non-natural Persons.

43. Other terms are defined in the text of this Settlement Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection

with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Settlement Agreement, unless otherwise specified.

III. SETTLEMENT CONSIDERATION AND NOTICE PROCEDURE

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases set forth in Section V below, and subject to the Court's preliminary and final approval, the Parties agree to the following relief:

1. **Relief to Settlement Class Members.**

a. No later than the Funding Date, CRE shall deposit into the Settlement Bank Account the Settlement Fund as defined above less any amounts already paid to the Settlement Administrator. CRE shall not be responsible for any payments or obligations other than those specified in this Agreement. Under no circumstances will CRE be obligated to pay any amounts outside of the Settlement Fund. In the event that this Settlement Agreement terminates or is not approved, any advances paid to the Settlement Administrator by CRE that have not been spent, and are not required for amounts that are due and payable for reasonable and identified notice and administration costs already incurred, shall, within ten (10) business days, be returned by the Settlement Administrator to CRE by payment to an account designated by CRE.

b. In order to facilitate the notice process, the Parties shall provide the Settlement Class Administrator with the names, addresses, telephone numbers and email addresses where available of Settlement Class Members as reflected in CRE's records. Any information regarding class members shall be provided solely for the purpose of providing Notice to the Settlement Class and informing Settlement Class Members about their rights further to this Settlement, shall be kept in strict confidence and, subject to the stipulated

protective order, shall not be disclosed to any third party other than the Parties to this Agreement and their counsel if necessary to effectuate the terms of the Agreement or the administration process, shall be used for no other cases, and shall be used for no other purpose. The Notice shall include the address (URL) of www.truckingtcpasettlement.com for the Settlement Website.

c. Each Settlement Class Member who submits a valid Settlement Claim Form shall be sent a pro rata or equal share of the Settlement Fund, after payment of Settlement Administration Costs, the Fee Award, and the Incentive Award. Each Settlement Class Member who submits a valid Settlement Claim form shall receive one equal share irrespective of the number of text messages received at any given phone number. The pro rata share of the Settlement Fund shall be distributed to each Settlement Class Member within sixty (60) days of the Funding Date. If a Settlement Class Member who is an individual and is entitled to receive \$600 or more fails to deliver a signed and completed Form W-9 to the Settlement Administrator by the Final Approval Hearing, the Settlement Class Member's payment will be subject to appropriate treatment as required by then-existing rules and regulations of the Internal Revenue Service. All Settlement Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this settlement.

d. CRE shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, and/or the Class Administrator. The Class Administrator shall collect tax information from the Plaintiff, any Settlement Class Member and/or Class Counsel as necessary or required by law. The Class Administrator will also collect and provide to CRE any and all necessary tax documentation,

including W9 forms, to effectuate the Settlement Claim Payments.

e. In order to make a timely and valid claim, a Settlement Class Member must submit a completed Settlement Claim Form in compliance with the procedures set forth in the Notice and Preliminary Approval Order. All Settlement Claim Forms must be submitted by the Claims Deadline as set forth in the Notice. To constitute a valid claim, the Settlement Class Member must provide their Claim Identification, as reflecting in the Short Form/Postcard Notice, or the associated telephone number from the Settlement Class List. The Settlement Administrator shall be responsible for evaluating claims against the Settlement Class List and shall provide to Class Counsel and Counsel for Defendants any rejected claims. Any Settlement Claim Form submitted after the Claims Deadline shall be deemed an untimely and invalid claim.

f. Notwithstanding any judgment, principle, common law rule or statute, there shall be no interest accrued, owing, or paid by CRE on Settlement Checks, the Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

g. To the extent that any Settlement Checks remain uncashed after the void date, if it is administratively feasible, the Settlement Administrator shall distribute the funds associated with those checks to Settlement Class Members who cashed their check from the first distribution on a *pro rata* or equal basis. If a second distribution is not administratively feasible, or if any amounts remain in the Settlement Fund after the second distribution, the Class Administrator will pay any such funds to the *Cy Pres* Recipient(s) approved by the Court. If there is more than one *Cy Pres* Recipient, the remaining amounts will be distributed in equal amounts to each *Cy Pres* Recipient.

2. **Administration of the Class**

a. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Class Administrator will issue Notice. Prior to issuing Notice, the Settlement Administrator will use reasonable methods to update mailing addresses for Settlement Class Members as approved by the Parties.

b. The Settlement Class Administrator shall create the Settlement Website. The Settlement Website will include the Long Form Notice, the Preliminary Approval Order, a portal to submit Settlement Claim Forms and this Settlement Agreement. The Settlement Class Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement. The Settlement Class Administrator shall maintain the Settlement Website and the toll-free telephone number until at least 45 days following the mailing of settlement checks to the Settlement Class Members.

c. Settlement Class Counsel and the Settlement Class Administrator shall retain all documents and records generated during the administration of the settlement including records of Notice given to Settlement Class Members, records of notice required under the Class Action Fairness Act, returned mail, records of undelivered mail, returned Settlement Claim Forms and payment to Settlement Class Members for a period of at least one year following the issuance of the Final Approval Order, and the expiration of all deadlines for appeal therefrom. Defendant may inspect such documents, upon reasonable request by their counsel. All other documents and records generated during the administration of the settlement shall be used solely for purposes consistent with notice and administration of this settlement and for no other purpose. Notwithstanding the foregoing, nothing herein shall call for the production of documents and records protected from disclosure by an applicable privilege, including attorney-client and work product protections.

3. **Payment of Settlement Administration Costs**

a. All Settlement Administration Costs, including the Settlement Administrator's fees and expenses, shall be paid out of the Settlement Fund.

4. **Payment of Benefits**

a. Subject to the terms and conditions of this Settlement Agreement, after the Funding Date, the Settlement Administrator shall make the following disbursements from the Settlement Fund in this order:

i. Pay all taxes and tax-related expenses, if any or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;

ii. Pay to the Settlement Class Representative any Incentive Award ordered by this Court;

iii. Pay to Class Counsel any Fee Award ordered by the Court;

iv. Pay all remaining Settlement Administration Costs and, if additional costs are to be incurred in the future, reserve the amount of the Settlement Fund sufficient to pay all Settlement Administration Costs.

v. Mail Settlement Checks to all Settlement Class Members who have submitted timely and valid claims and have not submitted a Successful Opt-Out including, if necessary and administratively feasible, a second *pro rata* distribution of funds consisting of uncashed checks to Settlement Class Members who cashed their check from the first distribution.

vi. Pay any remaining amounts in the Settlement Fund to the *Cy Pres* Recipient(s).

b. The Settlement Checks shall be mailed to the addresses provided to CRE and/or as updated by the Settlement Administrator within sixty days after the Funding Date..

c. All Settlement Checks issued under this section shall be void if not negotiated within ninety (90) days of their date of issue and shall contain a disclosure to that effect.

d. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Checks, the Settlement Administration Costs, any Fee Award, any Incentive Awards, and the amount of unclaimed and uncashed Settlement Checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective once this Agreement becomes final.

5. **Prospective Relief**

a. CRE represents that it has resolved any issues with the maintenance of its opt-out lists and has further instituted remedial measures to ensure that CRE, and anyone operating on its behalf, honors recipient requests to stop sending text messages.

IV. SETTLEMENT PROCEDURES

1. **Settlement Class Certification**

a. CRE does not object to the certification of the Settlement Class strictly and solely for settlement purposes. Certification of the Settlement Class will be effective only with respect to the Settlement of this Action and is without prejudice to the rights of CRE to oppose class certification and/or to contest issues of liability in this Action should this Settlement Agreement be terminated, or the Effective Date not occur for any reason. This

Settlement Agreement shall be inadmissible as evidence that CRE has engaged in any wrongful conduct, or conduct that otherwise violates any federal, state, or local laws, regulations or rules, shall be inadmissible in any other action against CRE, and shall not be construed as an admission by CRE as to any matter. In the event that this Agreement is terminated pursuant to its terms or the Effective Date does not occur for any reason, then certification of the Settlement Class, which is strictly and solely for settlement purposes only, will be vacated and of no further force or effect, and the Action will proceed as it existed before execution of this Settlement Agreement.

2. **Preliminary and Final Approval Orders**

b. Plaintiff will file a motion for entry of an order preliminarily approving this settlement. Plaintiff will request that the Court enter an “Order Preliminarily Approving Class Action Settlement and Approving Class Notice” in the form attached hereto as **Exhibit C**. Additionally, Plaintiff will request that the Court approve a “Notice of Class Action and Proposed Settlement” and request that the Court permit the Parties to direct the Settlement Administrator to send Notice as set forth in this Agreement.

c. The Preliminary Approval Order will set a date for a Final Approval Hearing. At the time Plaintiff moves for the Preliminary Approval Order as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

d. After Notice is provided, Plaintiff shall request and obtain from the Court a Final Approval Order in the form attached hereto as **Exhibit A**. The fact that the Court may require non-substantive changes in the Final Approval Order will not invalidate this Agreement or the Settlement. If the Court does not enter a Final Approval Order substantially in the form

of **Exhibit A** or a modified version thereof that is acceptable to all Parties, which becomes a Final and non-appealable order, then this Agreement shall be null and void.

e. CRE's failure to oppose the Plaintiff's request for entry of a Preliminary Approval Order and/or a Final Approval Order shall not constitute an admission by Defendant as to any matter.

3. **Notice Plan**

a. The Parties agree to provide the best Notice that is practicable under the circumstances, including individual notice to Persons in the Settlement Class who may be identified through reasonable efforts.

b. The Parties shall provide the Settlement Administrator with the Settlement Class List consisting of names, addresses, phone numbers and email addresses (if available) of Settlement Class Members. The Settlement Administrator shall use the list to take all steps reasonably necessary to confirm the identity or addresses of Settlement Class Members. After identifying mailing addresses through this process, the Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updated mailing addresses, if available.

c. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form/Postcard Notice to each Class Member via first class mail for those Class Members for whom a mailing address has been obtained. Neither the Parties nor the Settlement Class Administrator shall have any obligation to mail the Short Form/Postcard Notice to any Settlement Class Member for whom no mailing address could be located. To the extent deemed necessary by the Settlement Administrator, the last known address of Persons in the Settlement Class will be subject to confirmation or updating as follows: (a) the Settlement Administrator may conduct a reasonable search to locate an updated address for any Person in the Settlement Class whose Short Form/Postcard Notice

is returned as undeliverable; (b) the Settlement Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (c) the Settlement Administrator shall update addresses based on information it receives and through any requests received from Persons in the Settlement Class.

d. If any Short Form/Postcard Notice sent under this Section is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Short Form/Postcard Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth in this paragraph, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail the Short Form/Postcard Notice.

e. The Settlement Administrator shall have discretion to format the Short Form/Postcard Notice in a reasonable manner to minimize mailing or administrative costs. Before the Short Form/Postcard Notices are mailed, Class Counsel and Counsel for Defendant shall first be provided with a proof copy of all forms of Notice (including what the items will look like in their final form), and shall have the right to inspect the same for compliance with the Settlement Agreement and with any orders by the Court.

f. No later than thirty (30) days following the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Long Form Notice, this Settlement Agreement, a Settlement Claim Form portal, the Complaint, the Preliminary Approval Order, and any other relevant documents to be made available on a dedicated Settlement Website, the website name/URL www.truckingtcpasettlement.com, to be administered by the Settlement Administrator. When available, the Settlement Administrator shall make available on the Settlement Website Class Counsel's application for a Fee Award and any motion seeking approval of any Incentive Award as well as the Final Approval Order. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel. Such approvals shall not be unreasonably withheld.

g. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall set up a toll-free telephone number that will provide automated information about the Settlement, the Settlement Class Members' rights and important deadlines.

h. CRE shall be responsible for timely compliance with any notice required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, and shall make arrangements with the Settlement Administrator to effectuate such notice through the Settlement Administrator. CRE shall provide proof of such compliance by filing a confirmation declaration with the Court at least fourteen (14) days prior to the Final Approval Hearing.

4. **Right and Effect of Members of the Class to Opt-Out**

a. Each Person who falls within the definition of the Settlement Class shall have the right to opt-out and not participate in the Settlement Agreement as provided for in the Preliminary Approval Order.

b. The Notice shall explain the right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Person who falls within the definition of the Settlement Class (a "Requester") completes and mails a valid request for exclusion (an "Opt-Out") to the Settlement Administrator at the address set forth in the Notice. The Opt-Out must be postmarked on or before the Opt-Out Deadline.

c. For an Opt-Out request to be valid and treated as a Successful Opt-Out, it must include: (a) the Requester's full name, address, and the name of the Action and telephone number; (b) the telephone number at which the Requester allegedly received a text message that is the subject of this Settlement Agreement; (c) the Requester's personal and original signature, or the original signature of a person previously authorized by law, such as a

trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as “I hereby request that I be excluded from the proposed Settlement Class in *Derrick Virgne v. C.R. England, Inc.*, Case No. 1:19-CV-02011.” The Settlement Administrator shall promptly inform CRE’s Counsel and Class Counsel of any Opt-Out requests it receives. Any Settlement Class Member who does not Opt Out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments. A Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this Agreement, even if the Settlement Class Member desiring to opt out of the Settlement Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties. If a Requester submits both a timely and valid Settlement Claim Form and an Opt Out request, the Opt Out will be deemed invalid and the Settlement Claim Form shall supersede the Opt Out request.

d. Persons who submit Successful Opt-Outs shall receive no benefit or compensation under this Settlement Agreement, shall have no right to object to the proposed Settlement Agreement or participate at the Final Approval Hearing, and shall not be bound by any order or judgment entered in this Action.

e. A request to Opt-Out that does not comply with all of the foregoing, or that is not timely submitted or postmarked by the Opt-Out Deadline, or that is sent to an address other than that set forth in the notice, shall be invalid and the person serving such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement and the Release contained herein if finally approved.

f. No Person shall purport to exercise any exclusion rights of any other Person, or purport to: (i) Opt-Out Persons who fall within the definition of the Settlement Class as a group, aggregate, or class involving more than one Person; or (ii) Opt-Out more than one Person who falls within the definition of the Settlement Class on a single paper, or as an agent or representative. Any such purported Opt-Outs shall be void, and any Person(s) who are the subject of such purported Opt-Outs shall be treated as Settlement Class Members.

g. Before the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of Successful Opt-Outs. The Parties shall, if possible, agree as to whether a communication from or on behalf of a Person who falls within the definition of the Settlement Class is a request to Opt-Out. CRE's Counsel and Class Counsel may dispute an Opt-Out or purported Opt-Out, and if the Parties are unable to resolve such dispute, they shall present the issue to the Court for resolution.

5. **Inquiries to the Settlement Administrator**

a. It shall be the responsibility of the Settlement Administrator to respond to all inquiries from or on behalf of potential Settlement Class Members with respect to this Settlement except to the extent that inquiries are directed or forwarded to Class Counsel. Class Counsel and Counsel for CRE must both approve any FAQs or other material the Settlement Administrator may use to answer inquiries and shall confer and assist the Settlement Administrator as it requests.

6. **Objections to the Settlement and Appearance at Final Approval Hearing**

a. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement at his or her own expense; provided, however, that all comments and/or objections must be in writing and mailed or hand-delivered to the Clerk of the Court and

the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Settlement Class Member, retained at the Settlement Class Member's expense, though any such counsel must file an appearance in the Action.

b. Each objection must:

(i) set forth the Settlement Class Member's full name, address, and telephone number;

(ii) identify the case name and caption, *Derrick Virgne v. C.R. England, Inc.*, Case No. 1:19-CV-02011;

(iii) identify the phone number of the Settlement Class member at which the Settlement Class Member claims to have received a text message subject to the Settlement;

(iv) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member;

(v) state that the Settlement Class Member objects to the Settlement, in whole or in part;

(vi) set forth the complete legal and factual bases for the objection, including citations to relevant authorities;

(vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and

(viii) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing.

c. An objector is not required to attend the Final Approval Hearing. However, any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at his or her own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the underlying settlement. A Settlement Class Member or his or her attorney who wishes to speak at the Final Approval Hearing must so state in his or her written objection or submit a separate notice of intention to appear to the Clerk of Court no later than the Objection Deadline. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have raised in a written objection but failed to do so.

d. No Person shall purport to exercise any right to object on behalf of any other Person. Class, mass and group objections are prohibited. Any Settlement Class Member who fails to object to the Settlement Award in the manner described in the Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Award or the terms of the Agreement by appeal or other means.

e. Any Settlement Class Member who fails to timely submit a written objection with the Court shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

7. **Final Approval Hearing**

a. The Parties will request that the Court schedule a Final Approval Hearing

after the “Claims Deadline,” Objection Deadline and Opt-Out Deadline.

b. Class Counsel shall file their petition for a Fee Award and Incentive Award no later than thirty (30) days prior to the Objection Deadline.

c. Class Counsel shall file their motion for entry of a Final Approval Order and Judgment no later than fourteen (14) days prior to the Final Approval Hearing.

d. No more than fourteen (14) days prior to the Final Approval Hearing, the Class Counsel shall file, on behalf of the Settlement Administrator, a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

e. No later than fourteen (14) days before the Final Approval Hearing, CRE shall file with the Court a certification that it complied with the CAFA notice requirements and stating the date of such compliance.

f. If the Settlement Agreement is preliminarily approved by the Court, and all other conditions precedent to the Settlement have been satisfied, then Plaintiff shall file a Motion for Final Approval asking, *inter alia*, that the Court enter a Final Approval Order and Judgment, with Plaintiff filing a memorandum of points and authorities in support of the motion. Either Party may file a memorandum addressing any objection to the Settlement that has been submitted. Any request by CRE for entry of the Final Approval Order and Judgment, or failure to object to Plaintiff’s request for entry of the Final Approval Order and Judgment, shall not be an admission or concession by CRE as to any matter pertaining to Plaintiff’s claims or the Action.

g. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be finally approved as fair, reasonable, and

adequate, whether any objections to the Agreement should be overruled, whether the requested Fee Award and the requested Incentive Award should be approved, and whether a judgment finally approving the Settlement Agreement should be entered.

h. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants final approval of this Agreement and:

(i.) finds that the Notice provided satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process under the Constitution of the United States;

(ii.) finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;

(iii.) finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the releases in Section V, and that this Settlement Agreement should be and is approved;

(iv.) dismisses on the merits and with prejudice all claims of the Settlement Class Members asserted against CRE, without fees or costs to any Party except as provided in this Agreement; and

(v.) retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

i. This Settlement, for purposes of clarification, is not dependent or conditioned upon the Court approving Plaintiff's request for an Incentive Payment and/or Class Counsel's requests for attorneys' fees and expenses, or awarding the particular amounts sought by Plaintiff

and/or Class Counsel. In the event the Court declines Plaintiff's and/or Class Counsel's requests or awards less than the amounts sought, the settlement will continue to be effective and enforceable. CRE expressly reserves the right to oppose any Fee Award or Incentive Award.

8. **Litigation Stay**

a. Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further steps to prosecute the Action in this Court or in any other court. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation no sooner than fourteen (14) days after such event or as otherwise directed by the Court.

9. **Conditions of Settlement; Effect of Disapproval, Cancellation, Termination or Nullification of Settlement**

a. The Effective Date of this Settlement Agreement shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

(i) This Agreement has been signed by the Parties, Settlement Class Counsel, and CRE's Counsel;

(ii) The Court has entered the Preliminary Approval Order substantially consistent with the Order attached hereto as **Exhibit C**;

(iii) The Court has entered the Final Approval Order and Judgment substantially consistent with the Order attached hereto as **Exhibit A** following Notice to the Settlement Class; and

(iv) The Final Approval Order and Judgment has become Final.

b. If some or all of the conditions specified in Section IV(9)a. are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement

set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be cancelled and terminated subject to Section IV(9)(c) below, unless Class Counsel and CRE's Counsel mutually agree in writing to proceed with this Agreement. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel, or the Incentive Award to the Named Plaintiff, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement though such decision may be subject to appeal by Plaintiff.

c. CRE shall have the option to terminate this Settlement Agreement and thereby render the Settlement Agreement null and void, if (i) the Court fails to give preliminary approval to this Settlement Agreement or any aspect of the Settlement, or fails to give final approval to this Settlement Agreement or any aspect of the Settlement; (ii) the Court modifies (or demands the Parties modify) the Agreement, the proposed Preliminary Approval Order or proposed Final Approval Order in a way that CRE reasonably considers to be material to its rights or obligations (including, but not limited to, increasing the Settlement Fund or otherwise increasing CRE's payment obligation under this Settlement, modifying the structure of the settlement and/or modifying the Release detailed in Section V, *infra*); (iii) an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; (iv) the Effective Date does not occur; or (v) any other ground for termination provided for elsewhere in this Agreement occurs. CRE's termination shall be communicated in writing to Class Counsel within thirty (30) days of the occurrence of any event giving rise to CRE's option to terminate.

d. If this Agreement is terminated or fails to become effective for any

reason, the Parties—to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had never been entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of the Agreement, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class.

10. **No Admission of Liability**

CRE has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class Members and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Nothing herein shall constitute an admission by CRE that the Action was properly brought on a class or representative basis other than for settlement purposes. CRE denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. CRE has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action and that this Action can be adversarially certified. Nothing herein shall constitute an admission by CRE of wrongdoing or liability, or of the truth of any allegations in the Action. The settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of CRE, or as a concession by CRE as to the truth of any of the allegations in the Action, or the veracity of any claim for relief or defense, the propriety of class treatment, or as an admission regarding

any other matter in the Action. Further, outside the rights and obligations created by this Settlement Agreement, to the extent CRE has an arbitration agreement with any member of the Settlement Class, nothing herein shall be deemed as a waiver of that arbitration agreement or to in any way modify any agreements or contracts with any current or past employees.

V. RELEASE

1. Releases; Binding and Exclusive Nature of Settlement Agreement

a. In connection with the Settlement, the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to the Named Plaintiff and all Settlement Class Members. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, resolved, relinquished and discharged each and all of the Released Parties from each of the Released Claims and Unknown Claims. The Releasing Parties further agree that they will not institute any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims and Unknown Claims. The release does not apply to Persons who fall within the definition of the Settlement Class but who submit a Successful Opt-Out in accordance with the term of this Agreement.

b. For purposes of this Settlement Agreement, “Released Parties” means CRE, and all of its acquired entities, predecessors, successors, affiliates, parent companies, and subsidiaries (collectively, “Affiliates”), and any and all of CRE’s and its Affiliates’ and all of their past or present predecessors, successors, direct or indirect parents, subsidiaries, associates,

affiliates, assigns, employers, employees, shareholders, principals, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns, franchisees and persons, firms, trusts, corporations (each solely in their respective capacity as such), and any other individuals or entities in which CRE and its Affiliates have or had a controlling interest, to which they are related, or with which they are affiliated and any other representatives of any of these individuals or entities.

c. For purposes of this Settlement Agreement, “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, judgments, liens, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including Unknown Claims), whether in law or in equity, whether past or present, accrued or unaccrued, direct individual or representative, of every nature and description whatsoever, that arise out of the alleged use of an automatic telephone dialing system, prerecorded or artificial voice or manually-dialed call by or on behalf of CRE to Settlement Class Members as part of CRE’s driver recruitment process, including but not limited to claims relating to violation of the TCPA and all similar federal, state and local laws, regulations and ordinances, or common law claims.

d. For purposes of this Settlement Agreement, “Releasing Parties” means the Named Plaintiff, all Settlement Class Members and: (1) with respect to any Settlement Class Member that is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-

interest, and all of the aforementioned's present, former, and future officers, directors, employees, shareholders, attorneys, agents, independent contractors and any other representatives; and, (b) with respect to any Settlement Class Member who is an individual, any present, former, and future spouses, dependents, children, parents, and any other members of the household who were subscribers to, customary users of or who otherwise used the telephone number to which text messages from or on behalf of CRE were sent, as well as the present, former, and future estates, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any other representatives of each of them.

e. For purposes of this Settlement Agreement, "Unknown Claims" means claims that could have been raised in the Action and that the Named Plaintiff or any other Persons whose claims herein are being released, or any of them, do not know or suspect to exist, which, if known by him, her or, it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, Plaintiff and all other Persons and entities whose claims are being released herein shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which 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.

Upon the Effective Date, Plaintiff and all other Persons whose claims are being released, also

shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiff, on behalf of himself and all other Settlement Class Members, acknowledges that Plaintiff and Settlement Class Members may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Agreement.

VI. ATTORNEYS' FEES AND INCENTIVE AWARD

1. Attorneys' Fees and Incentive Award

a. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for a Fee Award. The Parties agree that the Court (and only the Court) shall determine the final amount of the Fee Award in this Action. Defendant retains the right to object to Class Counsel's petition.

b. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for an Incentive Award to be paid to the Named Plaintiff for representing the Settlement Class, subject to the Court's approval. The Parties agree that the Court (and only the Court) shall determine the final amount of the Incentive Award in this Action. Defendant retains the right to object to Class Counsel's petition.

c. Any Fee Award and Incentive Award awarded by the Court shall be paid by the Administrator out of the Settlement Fund no later than thirty (30) days after the Effective

Date.

2. **Effect on Settlement**

a. The Parties agree that the rulings of the Court regarding the amount of the Fee Award and Incentive Award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement and that any determination in that regard may be embodied in a separate order from the Court. Any order or proceedings relating to the amount of the Fee Award or the Incentive Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment becomes Final as defined herein except that the Payment of Benefits procedures as set forth in Section III(4) *supra* shall not commence until the final resolution of any appeals or modification or reversals of any orders related to the amount of the Fee Award and Incentive Award.

VII. MISCELLANEOUS PROVISIONS

1. **Court Submission**

a. Class Counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary and final approval of this Agreement pursuant to Rule 23 of the Federal Rules of Civil Procedure. If the Court declines to grant preliminary approval of this Agreement and to order Notice to be provided to the Settlement Class, or if the Court declines to grant final approval to the foregoing after such Notice, this Agreement will terminate as soon as the Court enters an order

unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

2. **Integration Clause**

a. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by acknowledged written consideration.

3. **Headings**

a. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

4. **Binding and Benefiting Others**

a. This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class Members who do not Opt-Out, and to their respective agents, employees, representatives, trustees, members, managers, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

5. **Representations and Warranties**

The Parties each represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with

regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing. Plaintiff hereby warrants and represents that he has not assigned any claim, right, or interest relating to the Released Claims to any other person or party and is fully entitled to release same.

6. **Change of Time Periods**

a. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendants, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

7. **Governing Law**

a. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Indiana without regard to its conflict of laws and/or choice of law principles.

8. **Mutual Interpretation**

a. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, the Agreement has been drafted jointly by Class Counsel and counsel for CRE. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff acknowledges, but does not concede or agree with, CRE's statements regarding the merits of the claims, and CRE acknowledges, but does not concede or agree with, Plaintiff's statements regarding the merits of the claims.

8. **Incorporation of Recitals**

a. Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

9. **Counterparts**

a. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile and pdf signatures shall bind the Parties to this Agreement as though they are original signatures.

10. **Severability**

a. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

11. **Claims Against Settlement Benefits**

a. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to resolve such a claim or to transmit the funds to such third party.

12. **Execution of Documents**

a. The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement.

13. **Exhibits**

a. The exhibits to this Settlement Agreement are hereby incorporated and made a part of this Settlement Agreement. The Parties agree, as to any exhibits to the Settlement Agreement not agreed to or finalized by the date of execution, to confer in good faith as to the form and substance as to the agreements and to submit any disagreements as to the form and substance of the exhibits to the Court for resolution.

14. **No Assignments: Binding on Assigns**

a. Each Party represents, covenants, and warrants that he, she, or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he, she, or it herein releases. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

16. **Waiver of Compliance**

a. Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived or excused in writing, to the extent permitted under applicable law, by the Party entitled to the benefit of such obligation, covenant, agreement, or condition, and such party's counsel. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.

17. **No Collateral Attack**

a. This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a

Settlement Class Member's claim should have been heard or decided by another court or in another suit, that payment to a Settlement Class Member was improperly calculated, and/or that a Settlement Class Member failed to receive timely notice of the Settlement.

18. **Authorization**

a. The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties to the terms and conditions hereof.

19. **Settlement Class Member Signatures**

a. It is agreed that, because the Settlement Class is so numerous, it is impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members and/or their representatives of the binding nature of the Releases and of this Settlement Agreement, and in the absence of a Successful Opt-Out, such Notice shall have the same force and effect as if each Settlement Class Member executed this Settlement Agreement.

20. **Drafter of Agreement**

a. None of the Parties will be considered to be the drafter of this Settlement Agreement or any of its provisions for 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 Settlement Agreement.

21. **Limitations on Use**

a. Neither this Settlement Agreement nor any related documents filed or created in connection with this Settlement Agreement shall be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement Agreement.

22. **Jurisdiction**

a. After entry of the Final Approval Order and Judgment the Court shall retain jurisdiction with respect to enforcement of the terms of this Settlement Agreement and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement Agreement and any dispute relating thereto.

23. **Taxes**

a. The Parties agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1.

b. For the purpose of §1.468B of the Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

c. Any expenses reasonably incurred by the Settlement Administrator in carrying out the duties described in this Agreement, including fees of tax attorneys and/or accountants, shall be paid by the Settlement Administrator from the Settlement Fund pursuant to its estimates and invoice for services rendered.

d. Any Person that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that Person by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. The Parties will reasonably cooperate with the Settlement Administrator to

obtain appropriate reporting information for all Settlement Class Members who receive over \$600.

e. Plaintiff and Class Counsel shall fully bear all the tax consequences of any and all benefits received by them in connection with this Agreement. Plaintiff acknowledges that CRE and its attorneys provided no tax advice related to this Agreement and that CRE may be required to file certain Form 1099 or other information reports with the United States Internal Revenue Service. Plaintiff has been advised to consult with tax counsel of Plaintiff's own choice to seek legal and tax advice regarding the taxability or non-taxability of consideration provided herein. In no event shall CRE or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiff, Class Counsel, the Settlement Class Members, the *Cy Pres* or any other Person.

24. **Press Releases**

To the extent that any party desires to issue a press release or public statement of any type, whether oral or written, they may only do so subject to the prior approval of the other party. No press release or other public statements shall include statements disparaging either side, or statements suggesting that the Defendant has been found to have violated any law, or that the settlement amounts to an admission of liability.

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application. Other than public court filings, court-ordered Notice to the class and communications with Settlement Class Members, there shall be no other publication or dissemination of the terms of this Settlement by either party, their counsel, or the Administrator,

including, but not limited to, in the form of press releases or in response to inquiry from any media. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law, citing to these public proceedings or this agreement, or noting this matter in firm bios.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

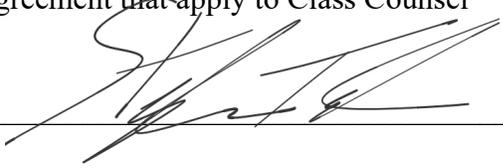
DATED: 04-15-2020

DERRICK VIRGNE, on behalf of himself and the Class

By:  _____

DATED: 04-15-2020

Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By:  _____

DATED: Apr 17, 2020

C.R. ENGLAND, INC.

By: *Tyler N. Hayes*
Tyler N. Hayes (Apr 17, 2020) _____

Its: _____

DATED: 4/15/2020

Reviewed and approved by CRE's Counsel

By:  _____

Exhibit A

Counsel for the Settlement Class and whether and in what amount to award an Incentive Award to the Class Representative.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties engaged in a mediation, extensive settlement discussions and extensive discovery. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23 have been satisfied for settlement purposes in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representative are typical of the claims of the Settlement Class he seeks to represent; (d) the Class Representative has already and will continue to fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class

action is superior to the other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies the following Settlement Class:

(1) All persons within the United States (2) to whose cellular telephone number (3) C.R. England, Inc., sent a text message (4) using its vendor Twilio as part of its recruitment campaign, (5) after the cellular phone owner replied with the opt out phrase “stop”, “stopall”, “unsubscribe”, “cancel”, “end”, or “quit”, in any combination of uppercase and lowercase letters, (6) between January 1, 2019, and June 30, 2019.

5. The Court finally appoints Lemberg Law LLC as Class Counsel for the Settlement Class.

6. The Court finally designates Derrick Virgne as the Class Representative.

7. The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e). The terms and provisions of the Settlement Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and

the Settlement Class Members.

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to disperse settlement funds as set forth in Sections 1 & 4 of Article III of the Settlement Agreement.

10. Pursuant to Fed. R. Civ. P. 23, the Court hereby awards Class Counsel for the Settlement Class Attorney's Fees and Expenses in the amount of \$ _____. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

11. The Court finds the award of fees and costs are reasonable as (a) Class Counsel achieved a favorable result for the Class; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request, Class Counsel filed and posted their petition in time for Settlement Class Members to make a meaningful decision on whether to object to the Class Counsel's fee request.

12. The Court further awards an Incentive Award in the amount of \$ _____ to Class Representative Derrick Virgne, payable pursuant to the terms of the

Settlement Agreement.

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all exhibits thereto, shall be forever binding on, and shall have res judicata and preclusive effect in all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in Section V of the Settlement Agreement, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined in the Settlement Agreement) from all Released Claims (as that term is defined in the Settlement Agreement).

17. The Settlement Agreement and Releases do not affect the rights of Settlement Class

Members who validly and timely submitted a Request for Exclusion from the Settlement.

18. The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

19. The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

20. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

21. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

22 This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

23. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be

used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

24. This Action, including all individual claims and class claims presented herein, is hereby **DISMISSED** on **WITH PREJUDICE** without fees or costs to any party except as otherwise provided herein. This case is **CLOSED**, and all pending motions are **DENIED AS MOOT**.

DONE AND ORDERED in Chambers at Indianapolis, Indiana this _____ day of _____, 2020.

Sarah Evans Barker
United States District Judge

Copies to:
Counsel of record

Exhibit B

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF INDIANA

If You Received Unwanted Telephone Contact from C.R. England, Inc., You May Be Entitled to a Payment from a Class Action Settlement

A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

A Settlement Agreement has been reached in a class action lawsuit alleging that C.R. England, Inc., (“C.R. England”) sent unwanted recruitment text messages to mobile telephone numbers after the called party texted “stop”, “stopall”, “unsubscribe”, “cancel”, “end”, or “quit” in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”).

A settlement fund of \$315,000.00 has been established to pay valid claims, any attorneys’ fees, costs, any incentive award to the Class Representative (Derrick Virgne) and settlement administration costs. You may be entitled to receive a share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don’t act, so read this notice carefully.¹

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. You do this online. If you submit an Approved Claim, the Court approves the Settlement and it becomes Final and effective, and you remain in the Settlement Class, you will receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed and approved Claim Form, and you will give up your right to bring your own lawsuit against C.R. England about the claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit Approved Claims. Please be patient.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

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**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Virgne v. C.R. England, Inc.*, Case No. 1:2019-cv-2011 in the U.S. District Court for the Southern District of Indiana and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Sarah Evan Barker of the United States District Court for the Southern District of Indiana is overseeing this case. The person who sued, Derrick Virgne is called the “Plaintiff.” C.R. England is called the “Defendant.”

2. What is this litigation about?

The lawsuit alleges that C.R. England sent messages to Plaintiff’s wireless telephone number using an automatic telephone dialing system after he said “stop” in violation of the TCPA and seeks actual and statutory damages under the TCPA on behalf of the named Plaintiff and a class of all similarly situated individuals in the United States.

C.R. England denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.TruckingTCPAsettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the Telephone Consumer Protection Act?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts telephone solicitations and the use of automated telephone equipment.

4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff Derrick Virgne) sues on behalf of himself and other people with similar claims.

All of the people who have claims similar to the Plaintiff’s claims are Settlement Class Members, except for those who exclude themselves from the class.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or C.R. England. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. C.R. England denies all legal claims in this case. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

WHO IS PART OF THE SETTLEMENT

6. Who is included in the Settlement?

The Settlement includes all persons who received messages on their cell phone from C.R. England. Specifically, the Settlement Class is defined as:

(1) All persons within the United States (2) to whose cellular telephone number (3) C.R. England, Inc., sent a text message (4) using its vendor Twilio as part of its recruitment campaign, (5) after the cellular phone owner replied with the opt out phrase “stop”, “stopall”, “unsubscribe”, “cancel”, “end”, or “quit”, in any combination of uppercase and lowercase letters, (6) between January 1, 2019, and June 30, 2019.

Persons meeting this definition are referred to collectively as the “Settlement Class” and, individually, as “Settlement Class Members.”

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.TruckingTCPAsettlement.com or call the toll-free number, 1-xxx-xxx-xxxx. You also may send questions to the Settlement Administrator at Trucking TCPA Settlement Administrator, P.O. Box XXXX, XXXX, XX XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, C.R. England has agreed to fund a Settlement Fund of \$315,000.00 to make payments to the Settlement Class Members and pay for Notice and Administrative costs of the Settlement, Attorneys’ Fees and Expenses incurred by counsel for the Settlement Class, and an Incentive Award for Plaintiff (the “Settlement Fund”).

Each Settlement Class member is entitled to an equal share of the Settlement Fund after deducting from the Fund the Notice and Administrative costs and any Attorneys’ Fees and Expenses and Incentive Award approved by the Court.

Settlement Class Claimants who submit Approved Claims will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within 30 days following the Effective Date.

9. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form at the Settlement Website, www.TruckingTCPAsettlement.com. To be valid, a Claim Form must be completed fully and accurately, certified and submitted timely.

You must submit a Claim Form through the Settlement Website by [DATE].

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

10. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue C.R. England on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Trucking Settlement Administrator
P.O. Box XXXX
XXXX, XX XXXX

Your request to be excluded from the Settlement must state (a) the Requester’s full name, address, and the name of the Action and telephone number; (b) the telephone number at which the Requester allegedly received a text message that is the subject of this Settlement Agreement; (c) the Requester’s personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as “I hereby request that I be excluded from the proposed Settlement Class in *Derrick Virgne v. C.R. England, Inc.*, Case No. 1:19-CV-02011.” Class, mass and group Requests for Exclusion are prohibited.

Your exclusion request must be postmarked no later than **xxxxxxxx**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

12. If I do not exclude myself, can I sue C.R. England for the same thing later?

No. Unless you exclude yourself, you give up the right to sue C.R. England for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

13. What am I giving up to stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against C.R. England about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.TruckingTCPAsettlement.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Stephen Taylor
Sergei Lemberg
LEMBERG LAW, L.L.C.
43 Danbury Road, 3rd Floor Wilton, CT 06897
Telephone: (203) 653-2250
Facsimile: (203) 653-3424

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request attorneys’ fees of up to 33% of the Settlement Fund, in addition to reasonable and actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that an Incentive Award of \$10,000 be paid from the Settlement Fund to the Class Representative for his service as representative on behalf of the whole Settlement Class.

**OBJECTING TO THE
SETTLEMENT**

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- (i) set forth the Settlement Class Member’s full name, address, and telephone number;
- (ii) identify the case name and caption, *Derrick Virgne v. C.R. England, Inc.*, Case No. 1:19-CV-02011;

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

- (iii) identify the phone number of the Settlement Class member at which the Settlement Class Member claims to have received a text message subject to the Settlement;
- (iv) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member;
- (v) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (vi) set forth the complete legal and factual bases for the objection, including citations to relevant authorities;
- (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and
- (viii) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing.

Class, mass and group Objections are prohibited. If you wish to object, you must submit your objection in writing and mailed or hand-delivered to the Clerk of the Court and the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Settlement Class Member, retained at the Settlement Class Member's expense, though any such counsel must file an appearance in the Action.

An objector is not required to attend the Final Approval Hearing. However, any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at his or her own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the underlying settlement. Any Settlement Class Member who fails to timely submit a written objection with the Court shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

Clerk of the Court	Class Counsel	Defendant's Counsel
United States District Court for the Southern District of Indiana Birch Bayh Federal Building & U.S. Courthouse 46 East Ohio Street Indianapolis, IN 46204	Stephen Taylor Sergei Lemberg LEMBERG LAW, L.L.C. 43 Danbury Road, 3rd Floor Wilton, CT 06897 Telephone: (203) 653-2250 Facsimile: (203) 653-3424	David S. Almeida Mark S. Eisen BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP 71 S. Wacker Drive, Ste. 1600 Chicago, Illinois 60606 Telephone: (312) 212-4949 Facsimile: (312) 767-9192

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **xxxxxxx at xxx a.m.** at the xxxxxxxxxxxxxx. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.TruckingTCPAsettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for Attorneys’ Fees and Expenses and for an Incentive Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing 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 submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, meaning you do not file a timely and approved claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.TruckingTCPAsettlement.com. You also may write with questions to the Settlement Administrator at Trucking TCPA Settlement Administrator, P.O. Box XXXX, XXXX, XX XXXXX or call the toll-free number, 1-xxx-xxx-xxxx.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.TruckingTCPAsettlement.com**

Exhibit C

result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Class Notice program and proposed forms of Class Notice satisfy Federal Rule of Civil Procedure 23 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, terms of the Settlement, Class Counsel's application for an award of Attorneys' Fees and Expenses and request for an Incentive Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's application for a Fee Award, and/or the request for an Incentive Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Federal Rule of Civil Procedure 23(e), to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's application for a Fee Award and request for an Incentive Award for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.
2. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331, 1332.
3. Venue is proper in this District.

Provisional Class Certification and Appointment of Class Representative and Class Counsel

4. In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class – i.e., all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied – except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate

the need for a trial. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

5. The Court finds, for settlement purposes, that the Federal Rule of Civil Procedure 23 factors are satisfied and that certification of the proposed Settlement Class is appropriate under Rule 23. The Court therefore provisionally certifies the following Settlement Class.

(1) All persons within the United States (2) to whose cellular telephone number (3) C.R. England, Inc., sent a text message (4) using its vendor Twilio as part of its recruitment campaign, (5) after the cellular phone owner replied with the opt out phrase “stop”, “stopall”, “unsubscribe”, “cancel”, “end”, or “quit”, in any combination of uppercase and lowercase letters, (6) between January 1, 2019, and June 30, 2019.

6. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of Federal Rule of Civil Procedure 23:

(a) Numerosity: In the Action, approximately 7,997 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendant’s class-wide practices are common to the Plaintiff and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff’s claims are typical of the Settlement Class because they concern the same alleged practices, arise from the same legal theories, and allege the same types of

harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See De La Fuente v. Stokely-Van Camp, Inc.*, 713 F.2d 225, 232 (7th Cir. 1983) (“Typicality is satisfied when a plaintiff’s claim “arises from the same event or practice or course of conduct that gives rise to the claims of other class members and his or her claims are based on the same legal theory.”)

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See, e.g., Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992) (rejecting argument that representative parties did not fairly represent the class). Here, Rule 23(a)(4) is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent him and the Settlement Class. Class Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action.

7. Predominance and Superiority: Rule 23(b)(3) is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. Under Rule 23(b)(3), “[p]redominance is satisfied when common questions represent a significant aspect of a case and can be resolved for all members of a class in a single adjudication.” *Costello v. BeavEx, Inc.*, 810 F.3d 1045, 1059 (7th Cir. 2016) (alterations and internal quotation marks omitted). Here, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class.

Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged practices as well as the same legal theories. The superiority requirement is met where class members' claims would be too small to justify individual suits and a class action would save litigation costs by permitting the parties to assert their claims and defenses in a single proceeding.

8. The Court appoints Plaintiff, Derrick Virgne, as Class Representative.

9. The Court appoints Lemberg Law LLC as Class Counsel for the Settlement Class.

10. The Court recognizes that Defendant reserves its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendant also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

11. At the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the "range of reasonableness." 4 *Newberg on Class Actions* § 11.26. Settlement negotiations that involve arm's length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) ("A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.") (internal quotation marks omitted).

12. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that:

(a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval;

and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice Program

13. The Court approves the form and content of the Class Notice, substantially in the forms attached as Exhibits B and E to the Settlement Agreement. The Court further finds that the Notice program described in the Settlement is the best practicable under the circumstances. The Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's application for a Fee Award and the request for Incentive Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Settlement Class Notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Settlement Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

14. Kurtzman Carson Consultants LLC ("KCC") shall serve as the Administrator.

15. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Settlement Class notices substantially in the forms attached as Exhibits to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order.

16. The Administrator shall administer the Notice Plan, including notice under the Class Action Fairness Act, as set forth in the Settlement.

17. The Administrator shall establish a Settlement Website as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website shall

be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Notice Plan. The Settlement Website shall provide a portal for submitting claims, include hyperlinks to the Settlement, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agree to include. These documents shall remain on the Settlement Website until at least thirty (30) days following the Effective Date.

18. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Notice Plan, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

19. A Final Approval Hearing shall be held before this Court on _____ to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's application for a Fee Award and request for an Incentive Award for the Class Representative should be granted.

20. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be received by those listed in the Long-Form Notice on or before the last day of the Opt-Out Period, which is 45 days after mailed Notice is sent ("Opt-Out Deadline"), and mailed to the addresses indicated in the Long Form Notice.

21. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement at his or her own expense; provided, however, that all comments and/or objections must be in writing and mailed or hand-delivered to the Clerk of the Court and the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Settlement Class Member, retained at the Settlement Class Member's

expense, though any such counsel must file an appearance in the Action.

22. Each objection must:

- (i) set forth the Settlement Class Member's full name, address, and telephone number;
- (ii) identify the case name and caption, *Derrick Virgne v. C.R. England, Inc.*, Case No. 1:19-CV-02011;
- (iii) identify the phone number of the Settlement Class member at which the Settlement Class Member claims to have received a text message subject to the Settlement;
- (iv) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member;
- (v) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (vi) set forth the complete legal and factual bases for the objection, including citations to relevant authorities;
- (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and
- (viii) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing.

Effect of Failure to Approve Settlement

23. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against C.R. England or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

Stay/Bar of Other Proceedings

24. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

25. The Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

<u>EVENT</u>	<u>SCHEDULED DEADLINE</u>
Notice mailing deadline (commencement of Notice Plan)	30 days after entry of Preliminary Approval Order
Attorney's Fees and Costs application due by	15 days following the Notice mailing deadline
Incentive Award application due by	15 days following the Notice mailing deadline
Last day for Class Members to opt-out of Settlement	45 days following the Notice mailing deadline
Last day for Class Members to Object to the Settlement	45 days following the Notice mailing deadline

Last day for Class Members to submit claims to recover from the Settlement Fund.	45 days following the Notice mailing deadline
Briefs in support of Final Approval due by (including declaration regarding Notice by Settlement Administrator)	14 days prior to the Final Approval Hearing
CRE to file certification regarding CAFA notice requirements	14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 105 days after entry of Preliminary Approval Order

DONE AND ORDERED in Chambers in Indianapolis, Indiana this _____ day of _____, 2020.

Sarah Evans Barker
United States District Judge

Exhibit D

Derrick Virgne v. C.R. England, Inc., 19-cv-2011 (Southern District of Indiana)

If you wish to participate in the settlement, please complete and submit this **Settlement Claim Form**.

You must complete and submit a Claim Form by _____. The final amount per class member will depend on the total number of valid claim forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____

Claim Identification Number from your class notice postcard **OR** cellular telephone number at which C.R. England recruitment text messages were received: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Current Phone Number (optional) _____

Email (optional) _____

Certification

By submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund.

_____ Date: ___/___/___

Exhibit E

NOTICE FROM UNITED STATES DISTRICT FOR THE
SOUTHERN DISTRICT OF INDIANA
(not a lawyer solicitation)

A Settlement Agreement has been reached in a class action lawsuit alleging that C.R. England, Inc., ("C.R. England") sent unwanted recruitment text messages to mobile telephone numbers after the called party texted "stop", "stopall", "unsubscribe", "cancel", "end", or "quit" in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"). Message records show that you may have received one of these texts and may be entitled to participate in the settlement.

A settlement fund of \$315,000 has been established to pay valid claims, attorneys' fees, costs, any incentive award to the Class Representative and settlement administration costs. Each Class Member is entitled to one equal share of the fund per phone number sent a message. The final cash payment for Class Members will depend on, among other things, the total number of valid and timely claims filed by all Class Members.

Your legal rights are affected whether you act or don't act, so read this notice carefully. For more information or to submit an online Claim Form, visit www.TruckingTCPAsettlement.com.

[[[Admin Address]]]

[CLAIM ID IN DIGITS]
[CLAIM ID IN BARCODE]

Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]
[BUSINESSNAME]
[ADDR1] [ADDR2]
[CITY] [ST] [ZIP]

PRESORTED
FIRST-CLASS
MAIL

U.S. POSTAGE
PAID

Derrick Virgne v. C.R. England, Inc., 19-cv-2011 (Southern District of Indiana)

In the lawsuit, the Class Representative alleges that C.R. England violated the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, et seq, when it sent recruitment text messages to his cellular telephone using an automatic telephone dialing system after he had opted out of such messages by texting "stop." C.R. England denies any wrongdoing, denies that it did not have prior express consent and denies that it violated the TCPA or any other law. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

Who's Included in the Settlement Class? (1) All persons within the United States (2) to whose cellular telephone number (3) C.R. England, Inc., sent a text message (4) using its vendor Twilio as part of its recruitment campaign, (5) after the cellular phone owner replied with the opt out phrase "stop", "stopall", "unsubscribe", "cancel", "end", or "quit", in any combination of uppercase and lowercase letters, (6) between January 1, 2019, and June 30, 2019. ("Class Members").

What Can You Get? A \$315,000 settlement fund has been established which, after deducting attorneys' fees, costs, an incentive award to the Class Representative (Derrick Virgne) and settlement administration costs, will be used to pay Class Members who submit valid claims. Each Class Member who submits a valid claim form is entitled to one equal share per phone number sent marketing text messages of the fund. Cash payment amounts will depend on the total number of valid claims filed by all Class Members and the amount of money remaining in the fund after making the deductions listed above.

How to Get Money? To qualify for payment, you must submit a valid claim form at the settlement website www.TruckingTCPAsettlement.com by **DATE**. You will need the claim identification number on this postcard **or** the cellular telephone number at which you received C.R. England messages.

Your Other Rights. If you file a Claim Form, object, or do nothing you are choosing to stay in the Settlement Class. You will be legally bound by the Settlement and you give up your rights to sue the Released Parties for any claims relating to this case or released by the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you exclude yourself or do nothing, you cannot get money from this Settlement. If you stay in the Settlement Class, you may object to the Settlement by **DATE**. The Full Notice and Settlement Agreement, available at www.TruckingTCPAsettlement.com, explains how to exclude yourself from, or object to, the Settlement.

The Court will hold a hearing in this case on **DATE** at **TIME** p.m. to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for fees of up to 33% of the Settlement Fund and for reimbursement of expenses for litigating the case, as well as up to \$10,000 as an incentive award for the Class Representative. You or your own lawyer may attend the hearing and ask to be heard by the Court, at your own expense, but you do not have to.

For more information or a Claim Form, call 800-xxx-xxxx or visit www.TruckingTCPAsettlement.com

Do not contact the Court, Defendant or its counsel. They cannot answer any questions.

SAR - signed by Virgne for CRE execution

Final Audit Report

2020-04-17

Created:	2020-04-17
By:	Elena Manzo (emanzo@beneschlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdraOBH4bl3XChTOluaWbcbxhaxDcxauP

"SAR - signed by Virgne for CRE execution" History

-  Document created by Elena Manzo (emanzo@beneschlaw.com)
2020-04-17 - 4:50:39 PM GMT- IP address: 34.99.90.64
-  Document emailed to Tyler N. Hayes (tyler.hayes@crengland.com) for signature
2020-04-17 - 4:52:51 PM GMT
-  Email viewed by Tyler N. Hayes (tyler.hayes@crengland.com)
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-  Document e-signed by Tyler N. Hayes (tyler.hayes@crengland.com)
Signature Date: 2020-04-17 - 4:59:50 PM GMT - Time Source: server- IP address: 97.91.13.206
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2020-04-17 - 4:59:50 PM GMT