

United States District Court for the District of Utah

If you drove a truck for C.R. England, Inc., as a lease operator and leased your truck from Opportunity Leasing, Inc. (a/k/a Horizon Truck Sales and Leasing) on or after May 27, 2007 and on or before January 31, 2017, a class action lawsuit may affect your rights.

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

- Charles Roberts and Kenneth McKay (“Plaintiffs”) sued C.R. England, Inc. (“C.R. England”) and Opportunity Leasing, Inc., which does business under the name Horizon Truck Sales and Leasing (“Horizon”), claiming C.R. England and Horizon engaged in a fraudulent scheme to entice Plaintiffs to sign up for C.R. England’s independent lease-driver program. (C.R. England and Horizon jointly are “Defendants” in this notice.)
- The Court has conditionally ruled that this lawsuit may be maintained on behalf of a Class consisting of C.R. England drivers who 1) signed the vehicle-leasing agreement with Horizon; 2) signed the independent contractor operating agreement with C.R. England; 3) did the above during the applicable statute of limitations period, from May 27, 2007 to January 31, 2017; and 4) drove at least one day as an independent contractor lease operator for C.R. England.
- Defendants’ records indicate that you are included in the lawsuit as a Class Member.
- The Court has not decided whether Defendants did anything wrong. There is no money available now and no guarantee there will be. Your legal rights are affected by this class action. **You have a choice to make now:**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT | |
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| DO NOTHING | Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But you give up any rights to sue C.R. England and Horizon separately about the same legal claims in this lawsuit. |
| ASK TO BE EXCLUDED (SEE QUESTION 14, BELOW) | Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But you keep any rights to sue C.R. England and Horizon separately about the same legal claims in this lawsuit. To do so, however, you must hire your own attorney or file a claim without an attorney. |

- Your rights and options are explained in this notice. To ask to be excluded, you must act before **June 18, 2018**.
- Plaintiffs and their attorneys must prove the claims against Defendants. If money or benefits are obtained from Defendants, and you do not exclude yourself from the Class, you will be notified about how to obtain a share.
- **Any questions? Read on and review the links on the website www.CREnglandClassAction.com.**

Basic Information

1. Why did I get this notice?

Defendants’ records show that you are included in this class action lawsuit. This notice explains that the Court has allowed, or “certified,” a class action lawsuit. You have legal rights and options, explained above, that you may exercise before the Court holds a trial. The trial is to decide whether the claims against Defendants are correct.

Judge Robert J. Shelby of the United States District Court for the District of Utah is overseeing this class action. The lawsuit is known as *Roberts, et al. v. C.R. England, Inc., et al.*, Case No. 2:12-cv-00302.

2. What is this lawsuit about?

Plaintiffs claim that Defendants 1) provided false mileage and income representations to drivers in order to induce them into becoming lease-drivers, 2) failed to disclose material information regarding the lease-driver program, 3) violated certain laws prohibiting unfair business practices and untruthful advertising, and 4) sold a “business opportunity” without making the required registrations and disclosures. The lawsuit seeks money for damages Class Members allegedly suffered as a result. Defendants deny that they are liable for any damages. No decision has been made about whether Plaintiffs or Defendants are right. Plaintiffs will have to prove the Class Members’ claims at a trial. You can read Plaintiffs’ Class Action Complaint here [http://www.crenglandclassaction.com/case_documents/Third_Amended_Complaint.pdf].

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

In a class action lawsuit, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of other people who have similar claims. Together, these people are called a “Class” or “Class Members.” The companies they sue (in this case, C.R. England and Horizon) are called the Defendants. One court resolves the issues for everyone in the Class, except for those who ask to be excluded.

4. Why is this lawsuit a class action?

The Court decided the lawsuit can be a class action and move toward a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found as follows:

- There are at least 17,500 drivers who signed the independent contractor operating agreement with C.R. England and the vehicle lease agreement with Horizon;
- There are legal questions and facts that are common to each of them;
- Plaintiffs’ claims are typical of the claims of the rest of the Class;
- Plaintiffs and the lawyers representing the Class will fairly and adequately represent the Class’ interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s order certifying the Class, available here

[http://www.crenglandclassaction.com/case_documents/12_Memorandum_Decision_and_Order.PDF].

5. How do C.R. England and Horizon answer?

Defendants deny they did anything wrong. They also say that Class Members had an opportunity to experience the realities of driving for C.R. England as independent contractors during the training program, and that each driver’s success or failure resulted from individual choices and circumstances. Defendants’ Answer to the Class Action Complaint is available here [http://www.crenglandclassaction.com/case_documents/4-092712_Defendants_Answer_and_Counterclaim_to_Third_Amended_Complaint.pdf].

6. Has the Court decided who is right?

The Court hasn't decided whether Plaintiffs or Defendants are correct. By establishing the Class and issuing this notice, the Court is not suggesting that Plaintiffs will win or lose this case. Plaintiffs must prove their claims at a trial. The Court has not yet set a trial date.

7. What are the Plaintiffs asking for?

Plaintiffs are asking for money damages for the harm they suffered, as well as punitive or exemplary damages.

8. Is there money available now?

No money or benefits are available now because the Court has not yet decided whether Defendants did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

Who Is in the Class

You need to decide whether you are affected by this lawsuit.

9. Am I part of this Class?

Judge Shelby decided that all C.R. England drivers who signed the vehicle lease agreement with Horizon and the independent contractor operating agreement with C.R. England during the period from May 27, 2007, to January 31, 2017, and drove at least one day as an independent contractor lease operator for C.R. England, are members of the Class. See question 11 below.

10. Which current and former independent lease operators are included?

Independent lease operators who signed the vehicle lease agreement with Horizon and the independent contractor operating agreement with C.R. England on or after May 27, 2007, are in the Class, whether or not they are a current independent lease operator for C.R. England. If you signed those agreements before May 27, 2007, even if you were an independent lease operator after that date, you are not included.

11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free additional help from the website www.CREnglandClassAction.com, by calling 877-242-2522, or by writing to C.R. England Class Action Administrator, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217.

Your Rights and Options

12. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing, you are staying in the Class. If you stay in and Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, Defendants – as part of any other lawsuit – about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

13. Why would I ask to be excluded?

If you exclude yourself from the Class – which also means to remove yourself from the Class, and is sometimes called “opting out” of the Class – you won’t get any money or benefits from this class action, even if Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between Defendants and Plaintiffs. However, you may then be able to sue or continue to sue Defendants for the claims in this class action that occurred or occur at any time. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you’ll have to hire your own attorney for that lawsuit or file the lawsuit without an attorney. If you do exclude yourself, know that your claims may be subject to a statute of limitations.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Roberts, et al. v. C.R. England, Inc., et al.*, Case No. 2:12-cv-00302. Be sure to include your name and address and sign the letter. You must mail your Exclusion Request, postmarked by June 18, 2018, to C.R. England Class Action Exclusions, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217.

15. Do I have a lawyer in this case?

The Court decided that the law firms of Robert S. Boulter, San Rafael, CA; Kravit, Hovel & Krawczyk s.c., Milwaukee, WI; Anderson & Karrenberg, Salt Lake City, UT; Harper Law, PLC, Salt Lake City, UT; and Wilentz, Goldman & Spitzer, P.A., Woodbridge, NJ, are qualified to represent you and all Class Members as “Class Counsel.” They are experienced in handling class action lawsuits. More information about these law firms, their practices, and their lawyers’ experience is available at www.boulter-law.com; www.kravitlaw.com; www.aklawfirm.com; www.jonharperlaw.com; and www.wilentz.com. The Court also appointed Charles Roberts and Kenneth McKay to represent you as Class Representatives.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf (unless you exclude yourself from the Class by mailing an Exclusion Request). But if you want to hire your own lawyer, you are free to do so. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

If Plaintiffs prevail on behalf of the Class, Class Counsel may ask the Court for fees and expenses. You will not have to pay any of these fees and expenses. If the Court grants their request, the fees and expenses may either be deducted from any money obtained for the Class or may be paid separately by the Defendants.

The Trial

18. How and when will the Court decide who is right?

As long as the case isn’t resolved by settlement or otherwise, Class Counsel will have to prove Plaintiffs’ claims at a trial. The Court has not yet scheduled the trial. During the trial, a jury or the Judge will hear all of the evidence to reach a decision about whether Plaintiffs or Defendants are right about the claims in this lawsuit. There is no guarantee that Plaintiffs will win or that they will get any money for the Class.

19. Do I have to come to trial?

You do not need to attend the trial. Class Counsel will present the case for Plaintiffs, and Defendants will present their defenses. You or your own lawyer are welcome to come at your own expense.

20. Will I get money after the trial?

If Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

Getting More Information

21. Are more details available?

You can get more information at the website www.CREnglandClassAction.com.

You can also find out more by reading the Court's Memorandum Decision and Order certifying the Class [http://www.crenglandclassaction.com/case_documents/12_Memorandum_Decision_and_Order.PDF], the most recent Class Action Complaint submitted by Plaintiffs [http://www.crenglandclassaction.com/case_documents/Third_Amended_Complaint.pdf], and the Defendants' Answer to the Complaint [http://www.crenglandclassaction.com/case_documents/4-092712_Defendants_Answer_and_Counterclaim_to_Third_Amended_Complaint.pdf]. You may also speak with the Class Action Administrator by calling 877-242-2522 or by writing to C.R. England Class Action, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217.

Dated: May 2, 2018