

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into as of June 29, 2007, between CRST Van Expedited, Inc. ("CRST") and Werner Enterprises, Inc. and C.L. Werner, Inc. (hereinafter collectively "Werner").

WHEREAS, CRST has entered into employment contracts ("Driver Contracts") with certain of its driver employees ("Contract Drivers");

WHEREAS, in CRST Van Expedited, Inc. v. Werner Enterprises, Inc., et al., Case No. CV-04-4676-R ("the CRST Lawsuit"), pending in the United States District Court, C.D. Cal. ("the District Court"), CRST alleged, among other things, that Werner's actions in hiring CRST Contract Drivers gave rise to certain claims against Werner, including intentional interference with contract; violation of California Business and Professions Code § 17200, et. seq.; and interference with prospective economic advantage;

WHEREAS, Werner has and continues to deny any liability whatsoever to CRST;

WHEREAS, the parties hereto ("the Parties") have resolved and compromised their differences and are mutually desirous of settling the CRST Lawsuit;

WHEREAS, in order to avoid a continuation of the CRST Lawsuit and attendant costs, the Parties have determined that it is in their best interests to settle and terminate the CRST Lawsuit on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants and subject to the agreements and conditions contained herein, CRST and Werner agree as follows:

1. Werner hereby agrees to take the following actions to determine whether a driver is subject to a Driver Contract:

(a) If a driver employment application or representations made by the driver during the application process show that a driver's most recent employer is CRST, Werner will

call or e-mail the designated CRST contact person as set forth in Paragraph 3 of this Agreement (“the Inquiry Procedure”), unless:

(i) the driver’s application or representations made by the driver during the application process show that the driver’s last employment with CRST was more than 90 days prior to the date of the application; or

(ii) the driver’s application or representations made by the driver during the application process show that the driver’s employment with CRST was 8 months or more in duration; or

(iii) The driver’s application or representations made by the driver during the application process show driving employment with another motor carrier prior to the driver’s employment with CRST in a position governed by the federal motor carrier safety regulations promulgated by the United States Department of Transportation in which the driver was required to have a Class A commercial driver’s license.

(b) With respect to the foregoing provisions of Paragraph 1(a), Werner further represents and warrants the following:

(i) With respect to Paragraph 1(a)(i), Werner will not induce or encourage a driver to quit work for CRST to satisfy the 90-day period; however, notwithstanding anything to the contrary herein, general advertising or advertisements by Werner to truck drivers or others and/or recruiting visits to truck driving schools and job fairs by Werner shall not be considered inducing or encouraging a driver to quit work for CRST to satisfy the 90 day period;

(ii) With respect to Paragraphs 1(a)(i) and (ii) respectively, if a driver applicant provides misinformation to Werner and Werner learns in response to an employment verification request to CRST that the driver's last employment with CRST was not more than 90

days prior to the date of the application or that the driver did not complete 8 months of employment with CRST and that the driver remains within the term of his CRST Driver Contract that Werner will follow its standard policy and terminate or disqualify the driver applicant for supplying false information on the driver's employment application;;

(iii) Similarly, with respect to Paragraph 1(a)(iii), if in response to an employment verification request to CRST, Werner is advised even though a driver applicant claimed employment with another motor carrier prior to CRST, that CRST put the driver through its training program (e.g., because the prior experience was brief or too long ago) and that the driver is subject to a Driver Contract, Werner will either terminate or disqualify the driver.

2. Restrictions on Hiring CRST Contract Drivers. If Werner is advised by CRST through the Inquiry Procedure that a driver is subject to a Driver Contract, Werner will not hire the Driver for the balance of the Driver Contract, except that Werner will be entitled to hire the driver if:

- (a) CRST releases the driver from the Driver Contract;
- (b) the driver pays CRST the balance owed related to the Driver Contract; or
- (c) CRST has failed to respond to Werner's inquiry within the time specified

in the Inquiry Procedure.

3. Inquiry Procedure. Werner will, from time to time, e-mail a request for verification of employment to CRST's designated contact person to fulfill Werner's undertakings in Paragraph 1(a). The request for verification of employment will contain the name(s) and Social Security Number(s) of driver applicants who have listed CRST as a previous employer. If Werner sends a request for verification of employment to CRST's designated contact person before noon on a business day, CRST will respond no later than 5:00 p.m. that day with an e-

mail indicating whether the driver(s) are under a Driver Contract with CRST or not. If Werner sends the request for verification of employment to CRST between noon and 5:00 p.m. on a business day, CRST will respond to Werner no later than noon on the following business day.

4. Copy of Driver Contract. If a driver represents to Werner that the driver is not under contract with CRST, but CRST claims the driver is under contract, upon being advised of the driver's representation, CRST will fax or e-mail a copy of driver's contract to Werner no later than 5:00 p.m. the same business day that CRST is so advised by Werner if Werner has provided the information to CRST before noon of that day, but in event that Werner furnishes such information to CRST past noon on a given business day, then CRST will fax or email the driver contract to Werner no later than noon on the following business day.

5. Termination of Agreement. This Agreement will end on the earlier of:

- (a) August 1, 2015; or
- (b) the date on which any state or federal court determines in a final ruling, not subject to appeal, that CRST's Driver Contracts are invalid or void for any reason. Werner hereby agrees that it will not encourage, solicit, or finance any such litigation.

6. Dismissal of the CRST Lawsuit. Within 3 business days of the effective date of this Agreement, the Parties will submit to the District Court a joint stipulation, with a copy of the Agreement, and proposed order providing for the dismissal of the CRST Lawsuit with prejudice and language to the effect that the District Court has reviewed the Agreement and finds that it is proper and lawful.

7. Werner's Waiver of Right to Attorneys Fees. As further consideration for the benefits received under this Agreement, Werner agrees to waive any and all rights to receive the

\$8,750.00 in attorneys fees awarded to it by way of the District Court's Order entered and docketed as of November 10, 2004.

8. Denial of Liability. This Agreement shall not in any way be construed as an admission by any of the Parties that they have acted wrongfully with respect to the other, or any other person or entity, and each of them specifically disclaims any liability to or wrongful acts against the other, or any other person or entity, on the part of themselves, their employees or their agents.

9. CRST Release. CRST, on its own behalf and on behalf of its predecessors, successors, affiliates, assigns, servants, parents, and subsidiaries (collectively "the CRST releasors"), hereby release and discharge, fully and forever, Werner, and in their capacities as such, each of its officers, directors, partners, joint venturers, employers, employees, agents, stockholders, limited liability companies, attorneys, predecessors, successors, parents, subsidiaries, servants, affiliates, assigns, and all persons, partnerships, limited liability companies, or corporations acting in concert or participating with them (collectively "the Werner releasees") of and from any and all liabilities, claims, demands, demands for damages and injunctive relief, costs, indemnification, contribution, or any other thing whatsoever on account of the CRST Lawsuit, whether known or unknown, and/or certain or speculative, including all claims for relief which are being asserted, or which have been asserted, or which could have been asserted prior to the effective date of this Agreement (i) that are in any way related to Werner's hiring of any CRST Contract Driver prior to the effective date of this Agreement, and/or (ii) that are in any way related to the defense of the CRST Lawsuit.

10. Werner Release. Werner, on its own behalf and on behalf of its predecessors, successors, affiliates, assigns, servants, parents, and subsidiaries (collectively “the Werner releasors”), hereby release and discharge, fully and forever, CRST, and in their capacities as such, each of its officers, directors, partners, joint venturers, employers, employees, agents, stockholders, limited liability companies, attorneys, predecessors, successors, parents, subsidiaries, servants, affiliates, assigns, and all persons, partnerships, limited liability companies, or corporations acting in concert or participating with them (collectively “the CRST releasees”) of and from any and all liabilities, claims, demands, demands for damages and injunctive relief, costs, indemnification, contribution, or any other thing whatsoever, whether known or unknown, and/or certain or speculative, arising out of the prosecution of the CRST Lawsuit.

11. Section 1542 Waiver. The CRST and Werner releasors acknowledge familiarity with the provisions of Section 1542 of the California Civil Code and expressly waive and release any rights or benefits arising thereunder or any other like federal, state, or local statute with respect to the liabilities, claims, demands for damages and injunctive relief, demands, indemnification, and/or contribution released in this Agreement.

Section 1542 of the California Civil Code states:

“A general release does not extend to claims which the creditor does not know of or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

12. Construction. The terms of this Agreement are contractual, not a mere recital and are the result of negotiation among all the parties. All Parties to this Agreement agree that the normal rules of construction to the effect that any ambiguities in this Agreement may be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

13. Nonassignment of Claims. Each Party represents and warrants to the other that it is the sole and lawful owner of all right, title and interest in and to every claim and other matter which the Party purports to release or assign herein and that such Party has not heretofore assigned or transferred, or purported to assign or transfer to any other person or entity any claims or other matters herein released or assigned. Each Party shall indemnify the each other Party, defend, and hold it harmless from and against any claim based upon, or arising in connection with any such prior assignment or transfer, or any such purported assignment or transfer, or any claims or other matters released or assigned herein.

14. Execution and Effective Date. This Agreement may be executed in person, or via fax or PDF format, and in one or more counterparts, each of which together, shall be deemed to constitute a single document. This Agreement shall be effective as of the date that the last required signature is placed thereon.

15. Titles and Captions. Title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

16. Current Attorneys Fees. The Parties hereto agree to bear their own costs and attorneys' fees incurred in the CRST Lawsuit, negotiating and drafting this Agreement or otherwise incurred prior to its effective date.

17. Legal Advice. The Parties hereto have each received independent legal advice from attorneys of their choice with respect to the advisability of making this settlement, and with respect to the advisability of executing this Agreement and the Stipulation for Dismissal with prejudice described herein. These documents have been and will be reviewed by counsel for

each Party prior to their execution so that any and all desired changes can be made prior to execution.

18. Voluntary Execution. The Agreement has been entered into as a result of arms-length negotiations between the Parties hereto, with the advice of their respective counsel, and the Parties each represent that they are voluntarily signing this Agreement without any duress or undue influence and after having had it explained to them by their own counsel. The Parties acknowledge that they have read this Agreement and that they are fully aware of its legal effect.

19. Governing Law. This Agreement shall be governed by the internal laws and not the law of conflicts of the State of California.

20. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the matters set forth herein and binds and applies to any parent, subsidiary, or affiliate of any Party hereto to the same extent as to any party hereto. This Agreement may only be modified in writing by a document signed by duly authorized representatives of CRST and Werner.

21. Authority. Each signatory hereto represents and warrants that he or she is duly authorized to enter into this Agreement on behalf of the Party for whom he or she executes the Agreement.

In Witness Whereof, the Parties have executed the Agreement on the dates identified below:

CRST Van Expedited, Inc.

Dated: 7/10/07

By: [Signature]

Its: President

SIGNATURES CONTINUED ON NEXT PAGE]

Werner Enterprises, Inc., and doing
business as C.L. Werner, Inc.

Dated: 7/10/07

By: 

Its: President