

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

PAUL GAGNON, individually
and through class representation
on behalf of a class consisting
of all other similarly situated
owner-operators,

Case No. 5: 02-CV-342-OC-10-GRJ

Plaintiff,

Vs.

SERVICE TRUCKING, INC.,
a Florida corporation,

Defendant.

IMPORTANT NOTICE OF CLASS ACTION

To All Potential Members of the Following Class: All independent owner-operators who, during a period beginning October 21, 1998 and ending October 21, 2002, leased or operated a truck or trailer or both under an agreement with Service Trucking Inc. The class includes all independent owner-operators who, during the period beginning October 21, 1998 and ending October 21, 2002, leased or operated a truck or trailer or both under Independent Contractor Agreements similar to the Independent Contractor Agreement entered into by and between the class representative and Service Trucking, Inc.

You received this notice because Defendant's records reflect that you may be an independent owner-operator who, during the period beginning October 21, 1998 to October 21, 2002, leased or operated your truck or trailer or both under an agreement with Service Trucking Inc.

Please Take Notice: This notice is to advise you of a proposed settlement of the class action lawsuit captioned above and of a court hearing to determine whether the proposed settlement is fair to the Class. This notice contains important information regarding the settlement, the final approval hearing on the settlement, and your rights. **You should read the entire notice carefully because your rights may be affected. This is not a lawsuit against you.**

I. Background. This lawsuit challenges Defendant's practices regarding its lease agreements with Owner-Operators, alleged unlawful charge-backs, alleged violations of federal Truth-in-Leasing laws, and alleged violations of Florida's Deceptive and Unfair Trade Practices Act. Defendant denies any wrongdoing. Defendant and Plaintiff, on behalf of himself and all others defined above, agree to settle this lawsuit in the entirety to, among other things, avoid the inherent risks and costs associated with the complex litigation. On _____, 2003, the Court preliminarily certified the settlement Class defined above and scheduled a hearing to review the fairness of the settlement.

II. What Benefits Does the Settlement Provide? This settlement, if approved, will provide the benefit of a new lease. Defendant will implement a new lease agreement that provides for additional disclosure and information concerning your business with Defendant. If you are currently under a lease agreement with Defendant, your lease agreement will be changed to confer this benefit unto you.

III. Attorney's Fees and Class Representative's Benefits: You have been represented in this lawsuit by Class Counsel. The parties agree that reasonable attorneys' fees and litigation costs shall be paid separately by Defendant to Class Counsel in the amount of \$100,000.00. For reasons set forth in the proposed Settlement Agreement. Defendant shall pay the class representative \$50,000.00

IV. What Rights Am I Releasing? If the Settlement is finally approved by the Court, all Class Members will release Defendant from all claims, known or unknown that (1) arise out of or are related in anyway to any or all of the facts, acts, omissions, transactions, and occurrences which were directly and indirectly alleged and described in this lawsuit (including, but not limited to, violations of federal truth-in-leasing laws, Florida's Deceptive and Unfair Trade Practices Act, and Florida Common Law Claims for Unjust Enrichment and Conversion) and (2) any and all claims which could have arisen or been related in any way to Defendant's form Independent-Contractor Operating Agreement.

V. How do I Become a Class Member: You do not need to do anything to be part of the class. You will continue to be represented by Class Counsel should you do nothing and will receive the settlement benefit of a new lease agreement. If you remain a class member, you will be bound by any judgment of this lawsuit and be prohibited from suing Defendant for any claims you released.

VI. What if I do Not Want to be a Class Member: If you do not want to be bound by this settlement, you may exclude yourself from the class by requesting exclusion. To request exclusion, you must serve, by regular mail, a written request for exclusion to Class Counsel and Defendant's Counsel at the addresses noted in paragraph IX. The written request for exclusion must be postmarked no later than **December 20, 2003** and must include: (1) your name and address, (2) a statement that you want to be excluded from the class, (3) the name of the case and case number appearing on the first page of this notice, and (4) your signature. **If your request is postmarked after December 20, 2003, your request to be excluded from the class is untimely, you will lose your right to be excluded from the class and you will be bound by the settlement and by all orders and judgments entered in this lawsuit.**

VII. Objection to the Settlement Agreement and Individual Appearance: You may make an individual appearance at the Fairness Hearing and object to the Settlement Agreement if you wish. You have the right to hire your own lawyer, at your expense, to evaluate this case and to appear at the Fairness Hearing on your behalf if you wish.

VIII. Final Hearing on Fairness of Settlement: The Court has ordered for the Fairness Hearing to determine whether the Court should approve the settlement. This hearing will occur at the United States District Court, 207 N.W. 2nd St., Room 337, Ocala, FL 34475 on the _____ day of _____, 200_. **It is not necessary for you to appear at the hearing although you have the right to do so.**

IX. Other Information: This notice is a summary of the lawsuit and proposed settlement. It is certainly not a complete statement of the lawsuit or the proposed settlement. You may inspect the pleadings and other papers that have been filed in this lawsuit at the office of the Clerk of Court at the address stated in paragraph VIII. If you have any questions regarding the settlement or this case, you may contact, in writing, Class Counsel.

ADDRESSES:

CLASS COUNSEL: Bowen & Campione, P.A.
Attn: Derek A. Schroth, Esq.,
600 Jennings Ave
Eustis, FL 32726

DEFENDANT'S COUNSEL: Alvarez, Sambol, Winthrop, & Madson, P.A.,
Attn: Eileen Coe, Esq.
P.O. Box 3511