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*Attorneys for Defendants,*  
*CRST EXPEDITED, INC. and CRST INTERNATIONAL, INC.*

(Class Counsel listed on next page)

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

KEITH HUCKABY, individually and  
 on behalf of all other persons similarly  
 situated, and on behalf of the general  
 public,

Plaintiff,

v.

CRST EXPEDITED, INC., an Iowa  
 corporation; CRST INTERNATIONAL,  
 INC., an Iowa corporation; and DOES 1  
 through 30, inclusive,

Defendants.

Case No. 2:21-cv-07766-ODW-PD

**SETTLEMENT AGREEMENT AND  
 RELEASE OF CLAIMS**

1 Shadie L. Berenji (SBN 235021)  
2 **Berenji Law Firm, APC**  
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8 Joshua G. Konecky (SBN 182897)  
9 **SCHNEIDER WALLACE**  
10 **COTTRELL KIM LLP**  
11 2000 Powell Street, Suite 1400  
12 Emeryville, CA 94608  
13 Phone: 415-421-7100  
14 Fax: 415-421-7105  
15 [jkonecky@schneiderwallace.com](mailto:jkonecky@schneiderwallace.com)

16 *Class Counsel*

1           This Settlement Agreement and Release of Claims (Agreement or Settlement) is  
2 made between Plaintiff, Keith Huckaby, individually and as representative of the Class,  
3 as defined below, and Defendants, CRST Expedited, Inc. and CRST International, Inc.<sup>1</sup>  
4 This Agreement is made for the purpose of consummating a settlement of the Actions  
5 filed by Plaintiff against Defendants on behalf of Plaintiff, the Class and the PAGA  
6 Group Members, as those terms are defined below. This Agreement is subject to the  
7 terms and conditions set forth below and to approval of the Court pursuant to Federal  
8 Rule of Civil Procedure 23(e). In the event the Court does not enter an order granting  
9 final approval of the Agreement, or if the associated judgment does not become final for  
10 any reason, this Agreement shall be null and void and shall have no force or effect  
11 whatsoever.

12 **I.       DEFINITIONS.**

13           As used in this Agreement, the following terms shall have the meanings specified  
14 below. To the extent terms or phrases used in this Agreement are not specifically defined  
15 below, but are defined elsewhere in this Agreement, they are incorporated by reference  
16 into this definition section.

17           **1.       Actions.** “Actions” shall mean: (a) the civil action filed on August 9, 2021  
18 by Plaintiff against Defendants in the Superior Court of the State of California, County  
19 of Los Angeles, under Case No. 21STCV29128, and removed to the U.S. District Court  
20 for the Central District of California, where it is pending under Case No. 2:21-cv-07766-  
21 ODW-PD (the Federal Action); and (b) the civil action filed on October 13, 2021 by  
22 Plaintiff against Defendants in the Superior Court of the State of California, County of  
23 Los Angeles, which is pending and currently stayed under Case No. 21STCV37657 (the  
24

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25  
26 <sup>1</sup> As a result of a corporate restructuring, CRST International, Inc. merged into CRST  
27 Expedited, Inc. on January 2, 2021, which is now known as CRST Expedited, Inc. d/b/a  
28 CRST The Transportation Solution, Inc. As of the date of that merger, CRST  
International, Inc. ceased to exist.

PAGA Action).

**2. Administrative Expenses.** “Administrative Expenses” shall include Class Counsel’s attorney fees, litigation expenses and costs, any Service Fee Award granted to Plaintiff as Class Representative, and all costs and expenses paid to the Settlement Administrator.

**3. Agreement.** “Agreement” shall mean this Settlement Agreement and Release of Claims, including any attached exhibits.

**4. CAFA Notice.** “CAFA Notice” shall mean the notice of this Agreement required to be served by Defendants on the appropriate federal and state agencies as required by 28 U.S.C. § 1715(b).

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

**6. Class Counsel.** “Class Counsel” shall mean Shadie L. Berenji of Berenji Law Firm, APC, 707 Wilshire Blvd., Suite 4375, Los Angeles, California 90017, as well as Joshua G. Konecky of Schneider Wallace Cottrell Kim LLP, 2000 Powell Street, Suite 1400, Emeryville, CA 94608.

**7. Class List.** “Class List” shall mean the list of names, last known residential addresses, social security numbers, and, if available, last known email addresses and telephone numbers of Class Members. The Class List will also include the hire and termination dates for each Class Member according to Defendants’ records.

**8. Class Member.** “Class Member” shall mean a person who is a member of the Class, or, if such person is incapacitated or deceased, the person’s legal guardian, executor, heir, or successor in interest.

**9. Class Participant(s).** “Class Participant(s)” shall mean any and all Class Member(s) who do not submit a timely and valid Opt-Out Request.



1           **10. Class Release Period.** “Class Period” shall mean August 9, 2017, through  
2 the earlier of preliminary approval of this Agreement or March 1, 2026.

3           **11. Class Representative.** “Class Representative” shall mean Plaintiff, Keith  
4 Huckaby, in his capacity as a representative of the Class.

5           **12. Consolidated Complaint.** “Consolidated Complaint” shall mean the  
6 Second Amended Complaint, which Plaintiff will file in the Federal Action following  
7 the execution of this Agreement, pursuant to paragraph III.1, below. The Consolidated  
8 Complaint shall include all of the claims contained in the First Amended Complaint  
9 Plaintiff filed in the Federal Action, except claims alleging violation of the Fair Credit  
10 Reporting Act (FCRA) and California’s Investigative Consumer Reporting Agencies  
11 Act (ICRAA) which were voluntarily dismissed. The Consolidated Complaint shall also  
12 add all PAGA claims as stated in Plaintiff’s separate PAGA Action, which is currently  
13 stayed in California Superior Court for Los Angeles County under Case No.  
14 21STCV37657. The Consolidated Complaint shall also include factual allegations  
15 specific to Plaintiff’s claims alleging Defendants failed to pay Plaintiff and Class  
16 Members all wages owed for time spent in the sleeper berth, time spent waiting on  
17 layovers, and other wait time Plaintiff alleges was subject to Defendants’ control. As set  
18 forth in Section III.1 below, after filing the Consolidated Complaint, the Parties shall  
19 continue to stipulate to the stay of proceedings in the PAGA Action pending the entry  
20 of a Final Order and Judgment in the Federal Action. Within ten (10) court days of the  
21 Effective Date, the Parties will file a stipulation requesting dismissal of the PAGA  
22 Action with prejudice.

23           **13. Court.** “Court” shall mean the U.S. District Court for the Central District  
24 of California.

25           **14. Defendants or CRST.** “Defendants” or “CRST” shall mean CRST  
26 Expedited, Inc. and CRST International, Inc.

27           **15. Defense Counsel.** “Defense Counsel” shall mean James H. Hanson and  
28 Andrew J. Ireland, Scopelitis, Garvin, Light, Hanson & Feary, P.C., 10 West Market

Street, Suite 1400, Indianapolis, Indiana 46204; Christopher C. McNatt, Jr., Scopelitis, Garvin, Light, Hanson & Feary, LLP, 2 North Lake Avenue, Suite 560, Pasadena, California; and Charles Andrewsavage, Jared S. Kramer, and Megan R. Escobosa, Scopelitis, Garvin, Light, Hanson & Feary, P.C., 30 West Monroe Street, Suite 1600, Chicago, IL 60603.

**16. Effective Date.** “Effective Date” shall be the date when all of the following events have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval of the Agreement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment approving this Agreement from which no appeal can be taken; and (e) in the event there are written objections filed prior to the Final Approval and Fairness Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (ii) any appeal, writ, or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement shall not become effective until the Court’s order approving the Agreement is completely final and there is no further timely recourse for an appellant or objector who seeks to contest the Agreement. If no objections are filed, the Effective Date shall be after steps (a) through (d) have been completed.

**17. Individual Class Payment.** “Individual Class Payment” shall mean the individual distribution from the Net Settlement Amount to be paid to each Class Participant, as described in paragraph VII.2, below.

**18. Individual PAGA Amount.** “Individual PAGA Amount” shall mean the

individual distribution from the PAGA Amount to be paid to each PAGA Group Member, as described in paragraph VII.1, below.

**19. Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall mean the hearing set by the Court for the purpose of determining the fairness, adequacy, and reasonableness of the Agreement and Settlement, which shall be scheduled to take place after the expiration of the 90-day notice period required for the CAFA Notice.

**20. Gross Settlement Amount.** “Gross Settlement Amount” means \$14,500,000.00, which will be the all-inclusive, maximum amount CRST is required to pay to effectuate this Settlement. The Gross Settlement Amount will include payments for Individual Class Payments to Participating Class Members, the PAGA Amount, including payment to the LWDA pursuant to PAGA and the Individual PAGA Amounts, payment of the Service Fee Award to Plaintiff, Class Counsel’s attorney fees and costs related to the Actions as awarded by the Court, payment of all other Administrative Expenses approved by the Court, and CRST’s share of employer payroll taxes owed on the wage portion of the Individual Class Payments made to Class Participants. This Settlement does not require Class Participants to file claims, and no part of the Gross Settlement Amount will revert to Defendants. In the event either the number of Class Members or number of Qualifying Class Workweeks from August 9, 2017 through April 10, 2023 increases by more than 2.5%, the Gross Settlement Amount will increase proportionally by the same percentage that either the number of Settlement Class Members exceed 4,512 or the number of Qualifying Class Workweeks exceed 102,057.

**21. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary approval of the Agreement.

**22. Long-Form Class Notice.** “Long-Form Class Notice” shall mean the Notice of Proposed Class Action Settlement and Final Approval Hearing, as set forth in the form of Exhibit 1 attached hereto, or as otherwise approved by the Court, which the Settlement Administrator shall make available on a settlement website, as set forth in

Section IV.3.b., below.

**23. LWDA.** “LWDA” shall mean the California Labor and Workforce Development Agency.

**24. Net Settlement Amount.** “Net Settlement Amount” shall mean the amount remaining from the Gross Settlement Amount after payment of the Administrative Expenses and the PAGA Amount.

**25. Objection Deadline and Opt-Out Deadline.** “Objection Deadline” and “Opt-Out Deadline” shall mean the date by which each Class Member must dispute their estimated Individual Class and Individual PAGA Amount, send an Opt-Out Request Form, or object to the Agreement. The Objection Deadline and Opt-Out Deadline shall be 60 days after the Settlement Administrator mails the Postcard Class Notices. In the instance that the Class Member’s Postcard Class Notice is re-mailed, that Class Member’s Objection Deadline, dispute and/or Opt-Out Deadline shall be recalculated so that the Class Member shall have an additional 14 days from the Opt-Out Deadline and Objection Deadline to Opt-Out, object or dispute the estimated Individual Class Payment.

**26. Opt-Out(s).** “Opt-Out(s)” shall mean all persons who timely and validly request exclusions from the Class in accordance with the terms of the Postcard and Long Form Class Notice.

**27. Opt-Out Request.** “Opt-Out Request” shall mean a timely and valid request for exclusion from the Class in accordance with the terms of the Postcard and Long Form Class Notice.

**28. PAGA Amount.** “PAGA Amount” shall mean the funds allocated for the settlement and full release of the Released PAGA Claims.

**29. PAGA Group Members.** “PAGA Group Members” shall mean: “All current and former employees that had a residential address in California and performed work as a truck driver for CRST (“CA Truck Driver”) who were compensated by a piece-rate from August 9, 2020, through April 10, 2023, excluding the participants in the

settlement of *Montoya v CRST Expedited, Inc.*, Case No. 16-cv-10095-PBS (D. Mass.).

**30. PAGA Release Period.** “PAGA Release Period” means the time from August 9, 2020, through the earlier of preliminary approval of this Agreement or March 1, 2026.

**31. Parties.** “Parties” shall mean Plaintiff and Defendants.

**32. Plaintiff.** “Plaintiff” shall mean Plaintiff, Keith Huckaby.

**33. Postcard Class Notice.** “Postcard Class Notice” shall mean the short-form notice mailed to each Class Member, which shall include the Class Member’s estimated Individual Class Payment, a summary of the Class Member’s rights and options, and a QR code and/or URL that the Class Member can use to access the Long-Form Class Notice online, in the form of **Exhibit 2** attached or as otherwise approved by the Court. The Postcard Class Notice shall be in a fold-over form.

**34. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Agreement.

**35. Qualifying Class Workweeks.** “Qualifying Class Workweeks” shall mean the total number of weeks during which a Class Member worked for CRST Expedited, Inc. at any time during the Class Release Period. The number of weeks during which a Class Member worked for CRST Expedited, Inc. during the Class Release Period shall be calculated by identifying the number of weeks lapsed during the Class Release Period between the Class Member’s hire date(s) and termination date(s), according to Defendants’ records. In the event a Class Member’s employment formally terminated during the Class Release Period and the Class Member was subsequently re-hired during the Class Release Period, the weeks between the termination and re-hiring shall not be included as Qualifying Class Workweeks.

**36. Qualifying PAGA Pay Periods.** “Qualifying PAGA Pay Periods” shall mean the total number of pay periods during which a PAGA Group Member worked for CRST Expedited, Inc. at any time during the PAGA Release Period. The number of pay periods during which a PAGA Group Member worked for CRST Expedited, Inc. during

the PAGA Release Period shall be calculated by identifying the number of pay periods lapsed during the PAGA Release Period between the PAGA Group Member's hire and termination dates, according to Defendants' records. In the event a PAGA Group Member's employment formally terminated during the PAGA Release Period and the PAGA Group Member was subsequently re-hired during the PAGA Release Period, the pay periods between the termination and re-hiring shall not be included as Qualifying PAGA Pay Periods.

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

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<sup>2</sup> Plaintiff's original complaint includes claims alleging violation of the Fair Credit Reporting Act (FCRA) and California's Investigative Consumer Reporting Agencies Act (ICRAA), however Plaintiff voluntarily dismissed those claims.



Code sections 17200 *et seq.*, including claims of Unfair and Unlawful Competition. The Released Class Claims include claims for restitution, wages, penalties, liquidated damages, interest, attorney fees, litigation costs, declaratory relief, injunctive relief, and any other form of equitable or monetary relief, which were pled or which could have been pled based upon the facts asserted in the Consolidated Complaint. Class Participants will release all Released Claims arising during the Class Release Period.

**38. Released PAGA Claims.** “Released PAGA Claims” shall mean any claims for civil penalties pursuant to California’s Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (PAGA), which Plaintiff pled or could have pled based on the facts alleged in the Complaint Plaintiff filed on October 13, 2021 against Defendants in the PAGA Action, the Amended Complaint Plaintiff filed against Defendants in the PAGA Action on June 9, 2022, the Consolidated Complaint, or the letters Plaintiff sent to the LWDA on August 9, 2021 and March 11, 2022. The Released PAGA Claims include all such claims seeking civil penalties under PAGA based on wage and hour claims that were pled or could have been pled based on the facts alleged in the foregoing complaints and letters, alleging violation of California Labor Code sections 200, 201, 202, 203, 218.6, 221, 222.5, 223, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1197.1, 2800, 2802, 2698, and 2699, *et seq.*, 2699.3, as well as California Industrial Welfare Commission Wage Orders. Released PAGA Claims are limited to those claims arising during the PAGA Release Period.

**39. Released Parties.** “Released Parties” shall mean Defendants, and their respective present, former, and future parent companies, subsidiaries, divisions, affiliates, related companies, joint ventures, and each of their respective present, former and future officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, executors, fiduciaries, trustees, general and limited partners, predecessors, successors, and assigns.

1       **40. Service Fee Award.** “Service Fee Award” shall mean any additional  
2 monetary payment incentive of up to \$15,000 provided to Plaintiff as Class  
3 Representative for his efforts on behalf of the Class and PAGA Group Members in the  
4 Actions.

5       **41. Settlement or Agreement.** “Settlement” or “Agreement” shall mean the  
6 settlement between the Parties, which is memorialized in this Agreement.

7       **42. Settlement Administrator.** “Settlement Administrator” shall mean Kroll  
8 Settlement Administration, which Plaintiff has proposed, and the Parties have agreed,  
9 will be responsible for administration of the Agreement and Settlement and related  
10 matters, or another neutral administrator mutually agreed to by the Parties and approved  
11 by the Court.

12       **43. Settling Parties.** “Settling Parties” shall mean Plaintiff, the Class  
13 Participants, PAGA Group Members, and Defendants.

## 14   **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION.**

### 15       **1. Plaintiff’s Claims.**

16       On August 9, 2021, Plaintiff filed his Complaint against Defendants in the  
17 Superior Court of the State of California, County of Los Angeles, under Case No.  
18 21STCV29128. On the same date, Plaintiff also filed his initial “Notice Pursuant to  
19 California Labor Code Section 2699.4, subd. (a)” with the LWDA. On September 29,  
20 2021, Defendants removed the case pursuant to 28 U.S.C. 1441(a) and 28 U.S.C.  
21 1332(d)(2)(A), to the U.S. District Court for the Central District of California, under  
22 Case No. 2:21-cv-07766-ODW-PD. Plaintiff filed an Amended Complaint on March 9,  
23 2022, asserting claims against Defendants for (1) failure to pay minimum wages for non-  
24 driving time; (2) failure to pay statutory/contractual wages; (3) failure to reimburse  
25 business expenses; (4) failure to provide accurate itemized wage statements; (5) failure  
26 to timely pay wages; and (6) violation of California’s Unfair Competition Law (UCL).  
27 The Complaint also alleged violations of the Fair Credit Reporting Act (FCRA) and  
28 California’s Investigative Consumer Reporting Agencies Act (ICRAA), however



1 Plaintiff voluntarily dismissed those claims on March 14, 2022.

2 Plaintiff filed a separate PAGA Action against Defendants on October 13, 2021,  
3 in the Superior Court of the State of California, County of Los Angeles, under Case No.  
4 21STCV37657. On March 11, 2022, Plaintiff filed an “Amended Notice Pursuant to  
5 California Labor Code Section 2699.3” with the LWDA. Plaintiff then filed an Amended  
6 Complaint in the PAGA Action on June 9, 2022, which incorporated the allegations set  
7 forth in Plaintiff’s March 11, 2022, Amended Notice. The PAGA claims pled in the  
8 Amended Complaint filed in the PAGA Action include the same allegations as the  
9 Amended Complaint Plaintiff filed in the Federal Action on March 9, 2022, including  
10 (1) failure to pay minimum wages under PAGA, (2) failure to pay statutory/contractual  
11 wages under PAGA; (3) failure to reimburse business expenses under PAGA; (4) failure  
12 to provide accurate itemized wage statements and maintain payroll records under PAGA;  
13 and (5) failure to timely pay wages under PAGA. The Amended Complaint filed in the  
14 PAGA Action also added an allegation that Defendants failed to reimburse the cost of  
15 pre-employment medical examinations in violation of Labor Code Section 225.5.<sup>3</sup> On  
16 September 20, 2022, Defendants filed a motion to stay the PAGA Action until  
17 completion of the certified Federal Action. The Court in the PAGA Action granted that  
18 motion on September 27, 2023, and the PAGA Action has remained stayed since.

19 **2. Defendants’ Response.**

20 Defendants answered Plaintiff’s original and Amended Complaints in the Federal  
21 Action on October 6, 2021, and March 23, 2022, respectively, asserting several  
22 affirmative defenses and denying liability on all of Plaintiff’s and the Class’s claims.  
23 Defendants similarly filed answers denying liability and asserting various affirmative  
24 defenses in response to the original and Amended Complaints in the PAGA Action on  
25 December 9, 2021, and July 11, 2022, respectively.

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26 <sup>3</sup> As set forth in this Agreement, Plaintiff will file a Consolidated Complaint, which adds  
27 a PAGA claim mirroring the allegations pled in the Amended Complaint Plaintiff filed  
28 in the PAGA Action on June 9, 2022.

### 3. Motion Practice.

The Actions have involved almost five years of hard-fought litigation that included contested class certification and decertification motions, cross-motions for summary judgment, four mediations, and months spent by the Parties preparing for trial. After Plaintiff moved for class certification, the court granted class certification on two of Plaintiff's five substantive claims—his first and second claims for failure to pay the minimum wage and failure to pay statutory/contractual wages—as well as his UCL claim, but only to the extent it is derivative of the first two claims. The court denied certification of Plaintiff's remaining claims. Following the completion of extensive class-wide discovery, the Court denied a motion to decertify the class filed by CRST, granted CRST summary judgment on Plaintiff's UCL claim, and denied the Parties' cross-motions for summary judgment on the remaining claims pending in the Federal Action. Trial was scheduled to commence on January 20, 2026, and the order setting the trial date was vacated by the Court on December 19, 2025, after the parties notified the Court that they had executed a term sheet memorializing the principal terms of this Settlement.

### 4. Discovery, Investigation, and Research.

The Parties have conducted significant discovery and investigation during the litigation of the Actions. This discovery, investigation, and prosecution has included, by Class Counsel, among other things, (a) extensive motion practice, including briefing on Plaintiff's motion for class certification, Defendants' motion to decertify the Class, and the Parties' cross-motions for summary judgment; (b) meetings and conferences with Plaintiff and Class Members; (c) inspection and analysis of documents produced; (d) analysis of the legal positions taken by Defendants; (e) investigation into the viability of class treatment of the claims asserted in the Action; (f) retaining and working with subject matter and damages experts, who have submitted multiple expert reports in this matter; (g) analysis of potential class wide damages; (h) research into the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto;

(i) answering and propounding extensive written discovery; (j) defending depositions of Plaintiff and several Class Members; (k) negotiating the topics and preparing for the deposition of Defendants' Federal Rule of Civil Procedure 30(b)(6) (Rule 30(b)(6)) representatives; (l) preparation for and taking the depositions of Defendants' fact and expert witnesses; (m) preparing multiple mediation statements; (n) assembling data for calculating damages; and (n) preparing for the trial of the Plaintiff's claims in the Federal Action. Plaintiff has vigorously prosecuted this case.

Defendants have vigorously contested this case and developed its defenses to Plaintiff's claims by (a) opposing several of Plaintiff's motions, including Plaintiff's motions to remand, for class certification, and for summary judgment; (b) filing various motions, including motions for reconsideration, to decertify the Class, and for summary judgment; (c) analyzing the legal positions taken by Plaintiff, (d) answering and propounding extensive written discovery; (e) analyzing Plaintiff's and its own documents; (f) taking depositions of Plaintiff, various Class Members, and Plaintiff's designated experts; (g) negotiating the topics and preparing for the depositions of Defendants' Rule 30(b)(6) representatives; (h) defending the depositions of Defendants' fact witnesses and expert witness; (i) preparing mediation statements; (j) assembling data to rebut Plaintiff's calculation of potential damages; and (k) preparing for the trial of the claims pending in the Federal Action.

## **5. Mediations.**

This Settlement follows significant arms'-length negotiations between the Parties, including four mediations. Those mediations included a court-ordered mediation with Mariam Zadeh on February 6, 2023, a mediation with retired Judge Ronald Sabraw on September 17, 2024, and two additional mediations following the Court's decisions on summary judgment and Defendants' motion to decertify the Class with Scott A. Edelman on December 2, 2025, and December 15, 2025. The Parties reached an agreement on the principal terms of a Settlement at their final mediation and executed a term sheet that evening. This Agreement is the product of the arms'-length negotiations that occurred

1 through and between the Parties' mediations.

2 For purposes of effectuating this Settlement, the Parties have agreed Plaintiff will  
3 consolidate the Actions through Plaintiff's filing of the Consolidated Complaint in the  
4 Federal Action, which will add Plaintiff's PAGA claim, alleged in the Amended  
5 Complaint previously filed in the PAGA Action, along with factual allegations specific  
6 to Plaintiff's claims alleging Defendants failed to pay Plaintiff and Class Members all  
7 wages owed for time spent in the sleeper berth, time spent waiting on layovers, and other  
8 wait time Plaintiff alleges was subject to Defendants' control.

9 It is agreed by and among the Parties that this Agreement is made in compromise  
10 of and embraces all Released Class Claims and Released PAGA Claims as defined  
11 herein. Because the Actions are class and PAGA representative actions, this Agreement  
12 must receive preliminary and final approval by the Court. Accordingly, Plaintiff and  
13 Defendants enter into this Agreement on a conditional basis subject to Court approval  
14 through the Effective Date. In the event that the Effective Date, as defined herein, does  
15 not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no  
16 force or effect whatsoever, and shall not be referred to or utilized for any purpose.

17 Defendants deny all of Plaintiff's class and representative claims as to liability  
18 and damages. Defendants expressly reserve all rights to challenge any and all such  
19 claims and allegations upon all procedural and factual grounds, including the assertion  
20 of all defenses, if the Effective Date of the Agreement does not occur. Likewise, Plaintiff  
21 expressly reserves all rights to pursue, amend, dismiss or otherwise dispose of the claims  
22 covered under this Settlement, including but not limited to seeking damages, restitution,  
23 fees, expenses, interest and/or any other monetary amount for the claims included in the  
24 Actions or for any other claims Plaintiff and the Class may have against Defendants, in  
25 the event the Effective Date of the Agreement does not occur.

26 As set forth above, the Parties have conducted a thorough investigation into the  
27 facts of the Actions. Class Counsel is both knowledgeable about and has done extensive  
28 research with respect to the applicable law and potential defenses to the claims of the

1 Class. Class Counsel has diligently pursued an investigation of the Class Members'  
2 claims against Defendants. Based on the foregoing data and on their own independent  
3 investigation and evaluation, Class Counsel is of the opinion that the Settlement with  
4 Defendants for the consideration and on the terms set forth in this Agreement is fair,  
5 reasonable, and adequate and is in the best interest of the Class Members in light of all  
6 known facts and circumstances, including the risk of significant delay and uncertainty  
7 associated with litigation, various defenses asserted by Defendants, and numerous  
8 potential appellate issues.

9 Similarly, Defendants have concluded, after taking into account the sharply  
10 disputed factual and legal issues involved in the Actions, the risks and expense attending  
11 further litigation, and their desire to put the controversies to rest, that settlement on the  
12 terms set forth herein is in their best interest and is fair and reasonable.

13 **III. PROCEDURE FOR FILING THE CONSOLIDATED COMPLAINT AND**  
14 **SEEKING PRELIMINARY APPROVAL.**

15 **1. Consolidated Complaint.**

16 For purposes of effectuating the Settlement, Plaintiff will file the Consolidated  
17 Complaint in the Federal Action to include and incorporate the PAGA claim alleged in  
18 the PAGA Action. The Consolidated Complaint will allege all Released Class Claims  
19 and Released PAGA Claims, as defined above. Defendants shall be provided with an  
20 opportunity to review and comment upon the Consolidated Complaint before filing.  
21 Once finalized, the Parties will submit a stipulation and order to file the Consolidated  
22 Complaint with the Court. The Parties shall continue to stipulate to the stay of  
23 proceedings in the PAGA Action pending the entry of a Final Order and Judgment in the  
24 Federal Action. Within ten (10) court days of the Effective Date, the Parties will file a  
25 stipulation requesting dismissal of the PAGA Action with prejudice.

26 **2. Preliminary Approval.**

27 Class Counsel will submit this Agreement to the Court and request preliminary  
28 approval of the Agreement. Each party shall cooperate to present the Agreement to the

1 Court for preliminary approval in a timely fashion. Class Counsel will prepare the  
2 motion for preliminary approval and circulate the papers Plaintiff intends to file in  
3 support of that motion to Defense Counsel for review and comment, no later than seven  
4 (7) days before filing of same. The Court's preliminary approval of the Agreement shall  
5 be embodied in an Order substantially in the form attached hereto as **Exhibit 3**.

6 **IV. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**  
7 **PROCESS**

8 **1. Class List to be Provided by Defendants to the Settlement**  
9 **Administrator.**

10 Defendants shall provide the Class List to the Settlement Administrator within 14  
11 days after entry and service of an Order Granting Preliminary Approval of this  
12 Settlement. The Class List will identify each Class Member, his or her social security  
13 number, last known home address, last known email address on record, and last known  
14 telephone number on record. The Class List also will contain each Class Member's hire  
15 and termination dates, which the Settlement Administrator shall rely on for purposes of  
16 identifying (i) the number of Qualifying Class Workweeks credited to each Class  
17 Member for use in calculating the Individual Class Payments; and (ii) the number of  
18 Qualifying PAGA Pay Periods credited to each PAGA Group Member for use in  
19 calculating Individual PAGA Amounts. This information will remain confidential and  
20 will not be disclosed to anyone, except as required to applicable taxing authorities,  
21 pursuant to Defendants' express written authorization, by order of the Court, or as  
22 otherwise provided for in this Agreement. In the event any Class Members dispute their  
23 hire and/or termination dates for purposes of calculating their Qualifying Pay Periods,  
24 and Individual Class Payments, and seek assistance from Class Counsel regarding same,  
25 such Class Members' hire and termination dates may be disclosed to Class Counsel. The  
26 Class List shall be used only for the purpose of administering this Settlement.

27 **2. The Settlement Administrator.**

28 The Settlement Administrator will be responsible for locating correct Class



Members' addresses, to the extent any notices are returned as undeliverable; mailing the Postcard Class Notice to Class Members, which will include an estimate of the Class Members' Individual Class Payments; handling inquiries from Class Members concerning the Postcard Class Notice or any other issue related to the Settlement; and determining Individual Class Payments or any other issue, preparing, administering and distributing settlement checks to Class Participants, and performing such other duties as the Parties may direct.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel updating them as to the number of validated, timely received Opt-Out Forms as well as any disputes of Qualifying Class Workweeks, Qualifying PAGA Pay Periods, estimated Individual Class Payments or PAGA Amounts, as well as objections submitted by Class Participants. The Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt-Out Request Forms, disputes, objections, and any withdrawals of objections no later than seven days after their receipt. Within 14 days after the Opt-Out Deadline, but no later than 14 days before the Final Approval and Fairness Hearing, or as soon thereafter as practicable, the Settlement Administrator will provide Class Counsel with a declaration of due diligence and proof of mailing of the Postcard Class Notice, the Notice of estimated Individual Class Payments, and the Opt-Out Request Form, which Class Counsel will file with the Court no later than seven days prior to the Court's Final Approval and Fairness Hearing. Within 14 days after the Opt-Out Deadline, or as soon thereafter as practicable, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a final report with information regarding the final pro rata portion of each Class Participant and the final number of Opt-Outs.

**3. Notice of Class Action.**

**a. Form of Notice.**

The Long-Form Class Notice and the Postcard Class Notice are attached hereto as

1 **Exhibit 1** and **Exhibit 2** respectively.

2 **b. Distribution of Notice.**

3 Within 21 days after the Settlement Administrator receives the Class List from  
4 Defendants, the Settlement Administrator will first update all addresses using the  
5 National Change of Address System (NCOA) and then mail to all Class Members, via  
6 first-class U.S. mail, the Postcard Class Notice. By the same date, the Settlement  
7 Administrator shall post the Long-Form Class Notice to a dedicated website.

8 **c. Returned or Undeliverable Postcard Class Notices.**

9 In the event of returned or non-deliverable Postcard Class Notices, the Settlement  
10 Administrator will make reasonable efforts, including skip-tracing services offered by  
11 publicly-available databases, to locate Class Members and re-send the Postcard Class  
12 Notice. It will be conclusively presumed that a Class Member's Postcard Class Notice  
13 was received if the Postcard Class Notice has not been returned within 60 days of the  
14 original mailing of the Postcard Class Notice to the Class Member and/or the Class  
15 Member's dispute and/or Opt-Out Deadline, whichever is later.

16 **d. Non-Receipt of Postcard Class Notice.**

17 In the event the procedures set forth herein are followed and the intended Class  
18 Member of a Postcard Class Notice later asserts that he or she did not receive the  
19 Postcard Class Notice, the Class Member will remain a Class Participant and will be  
20 bound by all terms of the Agreement and the order granting final approval entered by  
21 the Court.

22 **4. Dispute Resolution Regarding Qualifying Weeks Worked.**

23 The Postcard Class Notice for each Class Member will specify that Class  
24 Member's Qualifying Class Workweeks and Qualifying PAGA Pay Periods; the total  
25 number of Qualifying Class Workweeks for all Class Members combined and total  
26 number of Qualifying PAGA Pay Periods for all PAGA Group Members combined; and  
27 an estimation of that Class Member's resulting Individual Class Payment and Individual  
28 PAGA Amount, based on the distribution formulas for calculating same.

1 Class Members will be entitled to dispute the number of Qualifying Class  
2 Workweeks and Qualifying PAGA Pay Periods reported on the Postcard Class Notice  
3 by sending written notice of their dispute to the Settlement Administrator by the Opt-  
4 Out Deadline. To be considered by the Settlement Administrator, such written dispute  
5 must be: (a) signed by the Class Member; (b) timely; and (c) accompanied by satisfactory  
6 evidence of the actual weeks worked during the Class Release Period and, if applicable  
7 the PAGA Release Period. Evidence of dates of engagement with Defendants alone will  
8 not constitute satisfactory evidence if the Class Member has worked in other jobs or  
9 positions for Defendants.

10 Within seven days of receiving a dispute concerning a Class Member's Qualifying  
11 Class Workweeks or Qualifying PAGA Pay Periods, the Settlement Administrator shall  
12 review all documents received from the Class Member in support of the Class Member's  
13 dispute and shall contact Defendants' and Class Counsel regarding the dispute.  
14 Defendants and Class Counsel shall work in good faith to resolve it. Within seven days  
15 of contacting Defendants regarding the dispute, the Settlement Administrator shall  
16 inform the Parties of its decision as to whether it accepts or rejects the dispute or whether  
17 it needs additional information from Defendants prior to rendering a decision.

18 The Settlement Administrator shall be the final arbiter of the number of  
19 Qualifying Class Workweeks and Qualifying PAGA Pay Periods by the Class Member  
20 during the Class Period. The Settlement Administrator shall resolve all disputes prior to  
21 the date upon which the Settlement Administrator must submit its Declaration to counsel  
22 for final approval of the Agreement by the Court.

23 Any changes to a Class Member's Qualifying Class Workweeks and Qualifying  
24 PAGA Pay Periods will be reflected in the total weeks worked for the entire Class on  
25 the updated Class List. For example, if Class Member "A" disputed his or her Qualifying  
26 Class Workweeks and provides satisfactory evidence that his or her Qualifying Class  
27 Workweeks should be increased by two weeks, and the Settlement Administrator, in  
28 consultation with Defendants, Class Counsel, and the records provided, agrees, the total

Qualifying Class Workweeks for the entire Class will also be increased by two weeks for purposes of calculating Individual Class Payments.

**5. Opt-Out Procedure.**

The Postcard Class Notice will notify all Class Members of their right to Opt-Out of the Settlement. For a Class Member to request exclusion from the Agreement and Settlement, the Opt-Out Request must be postmarked no later than the Opt-Out Deadline. Any returned Postcard Class Notices from the initial mailing which have forwarding addresses will be used by the Settlement Administrator to locate Class Members. In the event that, prior to the Opt-Out Deadline, any Postcard Class Notice mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Member(s), and a second Postcard Class Notice will be sent to any new or different address obtained within five (5) calendar days of the receipt of the returned postcard, or as soon as practicable under the best efforts of the Settlement Administrator. In such instance, the Opt-Out Request must be postmarked no later than 14 days after the Opt-Out Deadline.

As described in the Postcard Class Notice, in order to Opt-Out, a Class Member must state in substance:

“I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *Huckaby v. CRST Expedited, Inc.*”

The Opt-Out Request must contain the name and last four digits of the Class Member’s Social Security Number. The Opt-Out Request must be completed by the Class Member seeking exclusion from the Settlement. No other person may Opt-Out for a member of the Class.

It will be conclusively presumed that, if a Postcard Class Notice has not been returned within 60 days of the mailing and/or the Class Member’s dispute and/or Opt-Out Deadline, whichever is later, the Class Member received the Postcard Class Notice. However, a Class Member may ask the Settlement Administrator for a substitute

1 Postcard Class Notice and file an Opt-Out Request any time up to the applicable Opt-  
2 Out Deadline.

3 If the Settlement Administrator determines that an Opt-Out Request mailed by a  
4 Class Member before the Opt-Out Deadline is deficient, then the Settlement  
5 Administrator shall mail a deficiency letter to that Class Member identifying the problem  
6 and return the Opt-Out Request for completion no later than seven days of receipt of the  
7 deficient Opt-Out Request.

8 Those Class Members who have not returned a complete Opt-Out Request by the  
9 Opt-Out Deadline shall share in the distribution of the Net Settlement Amount of the  
10 Gross Settlement Amount and shall be bound by the dismissal with prejudice of this  
11 Action and the release of Released Claims set forth in Article XI of this Agreement.

12 **6. Objections.**

13 The Postcard Class Notice shall inform the Class Members of their right to object  
14 to the Settlement. Any Class Member who wishes to object to the Settlement must file  
15 and deliver a written objection with the Court and serve copies of the written objection  
16 to Class Counsel and Defense Counsel no later than the Objection Deadline. The date of  
17 delivery of the written objection is deemed to be the date the objection is deposited in  
18 the U.S. mail, postage prepaid, as evidenced by the postmark. The objection must include  
19 the case name and number and must set forth, in clear and concise terms a statement of  
20 the reasons why the objector believes that the Court should find that the proposed  
21 Settlement is not in the best interest of the Class and the reasons why the Settlement  
22 should not be approved, including the legal and factual arguments supporting the  
23 objection. If an objector also wishes to appear at the Final Approval and Fairness  
24 Hearing, in person or through an attorney, he or she must *also* file a notice of their  
25 intention to appear at the same time as the objection is filed. Copies of any objection or  
26 notice of intention to appear must be simultaneously served on Class Counsel and  
27 Defense Counsel. Unless otherwise ordered by the Court, Class Members shall not be  
28 entitled to speak at the Final Approval Hearing unless they have submitted a timely

1 written objection and notice of intention to appear pursuant to this Section. Class  
2 Members who have properly and timely submitted objections may appear at the Final  
3 Approval Hearing, either in person or through a lawyer retained at their own expense.

4 **7. Notice of Settlement to State and Federal Officials.**

5 On the same day that Class Counsel files a Motion for Preliminary Approval of  
6 this Agreement, Class Counsel shall provide notice of the Settlement to the LWDA as  
7 required by Cal. Labor Code § 2699(1)(2).

8 Within 10 days of receiving notice of filing of a Motion for Preliminary Approval  
9 of this Agreement, Defendant shall serve the CAFA Notice of this Agreement on the  
10 appropriate federal and state officials, as required by 28 U.S.C. § 1715(b).

11 **V. FINAL APPROVAL AND DISMISSAL OF THE ACTIONS WITH**  
12 **PREJUDICE**

13 On the date set by the Court, the Final Fairness and Approval Hearing shall be  
14 held in order to: (1) determine whether the Court should give this Settlement final  
15 approval; (2) determine whether Class Counsel's application for attorneys' fees and  
16 costs, and request for the Service and Release Award to the Plaintiff, should be granted;  
17 and (3) consider any timely Objections to Settlement, including Class Counsel's and  
18 Defendants' Counsel's responses thereto. At the Final Fairness and Approval Hearing,  
19 the Parties shall ask the Court to give final approval to this Settlement. Class Counsel  
20 shall provide the motion for final approval and all supporting papers to Defendants'  
21 Counsel at least seven (7) business days prior to filing. Upon final approval, the Court  
22 shall enter a Final Approval Order and Judgment (substantially in the form attached  
23 hereto as **Exhibit 4**) which has the effect of granting final approval of the Settlement  
24 and this Agreement as binding upon the Parties, the Class Participants, and the PAGA  
25 Group Members, as set forth in this Agreement. If the Court grants final approval of the  
26 Settlement, Class Counsel shall submit a copy of the Final Approval Order and Judgment  
27 to the LWDA within ten (10) days after entry of the Final Approval Order and Judgment  
28 in accordance with California Labor Code section 2699(1)(3).



1 The Action shall be dismissed with prejudice as of the Effective Date as part of  
2 the consideration for the Agreement. Notwithstanding the dismissal of the Action with  
3 prejudice, the Court shall retain jurisdiction to interpret and enforce this Agreement.

4 Within ten (10) court days of the Effective Date, the Parties will file a stipulation  
5 requesting dismissal of the PAGA Action with prejudice.

6 **VI. ADMINISTRATIVE EXPENSES.**

7 **1. Service Fee Award.**

8 Plaintiff may receive a Service Fee Award, subject to Court approval, in an  
9 amount up to \$15,000 for his efforts on behalf of the Class in this Action. These efforts  
10 include identifying the Claims made in the Action, seeking counsel with regard to those  
11 Claims, preparing for and then appearing for a day-long deposition, assisting in  
12 investigation of the Claims, responding to written discovery, consulting with Class  
13 Counsel, and preparing for trial. Payment of the Service Fee Award shall also be  
14 provided in exchange for his general release of claims provided under the terms of this  
15 Agreement. Any Service Fee Award approved by the Court shall be paid to Plaintiff  
16 from the Gross Settlement Amount and shall be in addition to any distribution to which  
17 he may otherwise be entitled as a Class Member. Such Service Fee Award shall not be  
18 considered wages, and the Settlement Administrator shall issue Plaintiff an Internal  
19 Revenue Service Form 1099 (Form 1099) reflecting such payment. Plaintiff shall be  
20 responsible for the payment of any and all taxes with respect to the Service Fee Award.  
21 Plaintiff shall indemnify and hold harmless each of the Released Parties for any taxes  
22 related to the distribution and payment of the Service Fee Award. Notwithstanding the  
23 foregoing, under no circumstances shall Plaintiff be obligated to pay the employer's  
24 share of any payroll taxes due on any payment in connection with this Agreement.

25 **2. Tax Treatment of Service Fee.**

26 The Parties agree that there will be no withholding of payroll taxes on any Service  
27 Fee Award paid to Plaintiff out of the Gross Settlement Amount. Plaintiff will be  
28 responsible for payment of his own tax obligations, if any, from the payment of the

1 Service Fee Award, and Plaintiff shall indemnify and hold harmless each of the Released  
2 Parties for any taxes related to the distribution and payment of the Service Fee Award.  
3 Notwithstanding the foregoing, under no circumstances shall Plaintiff be obligated to  
4 pay the employer's share of any payroll taxes due on any payment in connection with  
5 this Agreement.

6 **3. Attorneys' Fees and Expenses of Class Counsel.**

7 As part of and/or in connection with the motion for final approval of the  
8 Settlement, Class Counsel may submit an application for an award of attorney fees in an  
9 amount not to exceed one-third of the Gross Settlement Amount to be heard by the Court  
10 at the Final Approval and Fairness Hearing. As a condition of this Settlement, Class  
11 Counsel have agreed to pursue their fees consistently with the manner and terms of this  
12 Section.

13 Class Counsel may further submit an application for reimbursement of their out-  
14 of-pocket litigation costs and expenses, not to exceed the lesser of \$410,000 or their  
15 actual out-of-pocket costs incurred in litigating the Action.

16 Any fees, costs, and expenses awarded by the Court shall be paid to Class Counsel  
17 from the Gross Settlement Amount and shall not constitute payment to any Class  
18 Members. Any amount awarded to Class Counsel by the Court from the Gross  
19 Settlement Amount shall be in full payment of their attorney fees, costs, and expenses.  
20 Neither Plaintiff nor Class Counsel shall be entitled to any further award of attorney fees,  
21 costs, or expenses from Defendants. The Settlement Administrator shall issue to Class  
22 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded  
23 by the Court.

24 **4. Effect of Non-Approval of Attorneys' Fees, Costs, and Expenses, or**  
25 **Service Fee Award.**

26 Should the Court approve an amount of Attorneys' Fees, Costs, and Expenses, or  
27 a Service Award that is less than what is sought by Class Counsel and Plaintiff, the  
28 difference shall be added to the Net Settlement Amount to be distributed to the Class

Participants. Any Court order awarding less than the amount sought by Class Counsel and Plaintiff shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

**5. Claims Administration Costs and Expenses.**

All costs and expenses due the Settlement Administrator in connection with its administration of the Settlement, including, but not limited to, providing the Postcard Class Notice, locating Class Members, processing Notices of Individual Class Payments and Opt-Out Forms, and administering and distributing settlement payments to the Class Participants, shall be paid from the Gross Settlement Amount and are estimated to be \$60,703, not including the fees and costs for any residual distribution, which are currently estimated to be \$4,660.

**VII. SETTLEMENT FUNDING AND DISTRIBUTION**

The Settlement Administrator shall establish a Settlement Fund for purposes of administering the Settlement. Within 30 days following the Effective Date, CRST will deposit the Gross Settlement Amount into the qualifying settlement fund (QSF) account established by the Settlement Administrator, pursuant to Section 468B of the Internal Revenue Code. CRST is not responsible for paying any interest on the amount deposited, and it is the responsibility of the Settlement Administrator to select and administer the interest-bearing account.

**1. Formula for Calculating Individual PAGA Amounts.**

The Parties agree to allocate \$725,000 as the PAGA Amount, which shall be paid from the QSF as PAGA Penalties. 75% of the PAGA Amount (i.e., \$543,750) shall be paid to the LWDA. The remaining 25% of the PAGA Amount (i.e., \$181,250) shall be paid to the PAGA Group Members on a pro rata basis, based on the number of each PAGA Group Member's Qualifying PAGA Pay Periods (the Individual PAGA Amounts), except that the value of a Qualifying PAGA Pay Period beginning after May 1, 2023, will be 25% of the value of a Qualifying PAGA Pay Period beginning before May 1, 2023.

1 The Individual PAGA Amounts shall be determined by: first, determining the  
2 number of Qualifying PAGA Pay Periods beginning before May 1, 2023, and the number  
3 of Qualifying PAGA Pay Periods beginning after May 1, 2023; second, multiplying each  
4 Qualifying PAGA Pay Period beginning after May 1, 2023 by twenty-five percent  
5 (25%); third, determining the total number of Adjusted Qualifying PAGA Pay Periods  
6 for the entire PAGA Group by adding together all the Qualifying PAGA Pay Periods for  
7 all PAGA Group Members beginning before May 1, 2023, with twenty-five percent  
8 (25%) of the total Qualifying PAGA Pay Periods for all PAGA Group Members  
9 beginning after May 1, 2023; fourth, determining each individual PAGA Group  
10 Member's Adjusted Qualifying PAGA Pay Periods by adding together all the Qualifying  
11 PAGA Pay Periods for that individual PAGA Group Member beginning before May 1,  
12 2023, with twenty-five percent (25%) of the total Qualifying PAGA Pay Periods for that  
13 individual PAGA Group Member beginning after May 1, 2023; and fifth, determining  
14 each Individual PAGA Group Member's Individual PAGA Amount by dividing that  
15 Individual PAGA Group Member's Adjusted Qualifying PAGA Pay Periods by the total  
16 number of Adjusted Qualifying PAGA Pay Periods for the entire PAGA Group, and  
17 multiplying this by twenty-five percent (25%) of the PAGA Amount (\$181,250).

18 In the event the Court does not approve this allocation method, Plaintiff will  
19 propose an alternative distribution formula(s) for the Court to consider. Any decision by  
20 the Court not to approve the specific distribution formula set forth above and/or another  
21 alternative proposed formula, shall not be a basis to void the settlement, but rather to  
22 present another fair and reasonable formula for Court approval.

23 **2. Formula for Calculating Individual Class Payments.**

24 The Individual Class Payment to each Class Participant will be based on their pro  
25 rata share of the Net Settlement Amount, based on the number of each Class Participant's  
26 Qualifying Class Workweeks, except that the value of a Qualifying Class Workweek  
27 beginning after May 1, 2023, will be 25% of the value of a Qualifying Class Workweek  
28 beginning before May 1, 2023.

1 The Individual Class Payments shall be calculated by, first, determining the  
2 number of Qualifying Class Workweeks beginning before May 1, 2023, and the number  
3 of Qualifying Class Workweeks beginning after May 1, 2023; second, multiplying each  
4 Qualifying Class Workweek beginning after May 1, 2023 by 25%; third, determining  
5 the total number of Adjusted Qualifying Class Workweeks for all Participating Class  
6 Members by adding together all the Qualifying Class Workweeks for all the Participating  
7 Class Members beginning before May 1, 2023, with 25% of the total Qualifying Class  
8 Workweeks for all Participating Class Members beginning after May 1, 2023; fourth,  
9 determining each Participating Class Member's Adjusted Qualifying Class Workweeks  
10 by adding together all the Qualifying Class Workweeks for that individual Participating  
11 Class Member beginning before May 1, 2023, with 25% of the total Qualifying Class  
12 Workweeks for that individual Participating Class Member beginning after May 1, 2023;  
13 and fifth, determining each Individual Participating Class Member's Individual Class  
14 Payment by dividing that Individual Participating Class Member's Adjusted Qualifying  
15 Class Workweeks by the total number of Adjusted Qualifying Class Workweeks for all  
16 Participating Class Members combined, and multiplying this by the Net Settlement  
17 Amount for Class..

18 In the event the Court does not approve this allocation method, Plaintiff will  
19 propose an alternative distribution formula(s) for the Court to consider. Any decision by  
20 the Court not to approve the specific distribution formula set forth above and/or another  
21 alternative proposed formula, shall not be a basis to void the settlement, but rather to  
22 present another fair and reasonable formula for Court approval.

23 **3. Distribution of Individual Class Payments and Individual PAGA**  
24 **Amounts.**

25 Within 15 days after the funding of the QSF, the Settlement Administrator shall  
26 distribute the Court-approved Individual Class Payments and Individual PAGA  
27 Amounts by check to the last known mailing address for each Class Participant and  
28 PAGA Group Member.

1           **4.     Uncashed Settlement Checks.**

2           Participating Class Members will have 180 days to cash the settlement checks sent  
3 by the Settlement Administrator. If any check remains uncashed after 180 days from the  
4 date the check is issued, such check(s) will be canceled by the Settlement Administrator.

5           After the expiration of the 180-day period, the Settlement Administrator will  
6 prepare and provide the parties a report regarding the distribution of the Gross Settlement  
7 Amount, including the total amount that was cashed/deposited by Participating Class  
8 Members and the total amount of any uncashed settlement checks.

9           If after 180 calendar days of mailing, the checks cashed by Participating Class  
10 Members total less than 100% of the Net Settlement Amount for Class, and if the amount  
11 remaining in the Qualified Settlement Fund is larger than the cost of a second  
12 distribution, and if the amount in the Qualified Settlement Fund permits more than a de  
13 minimis second payment to Class Members who timely cashed their first settlement  
14 check, the Settlement Administrator will conduct a second round of check distributions  
15 to those Participating Class Members who cashed their initial settlement checks within  
16 the 180-day check cashing deadline. In the case of such second distribution, the  
17 Settlement Administrator will calculate the Settlement awards according to the same  
18 formula set forth in Sections VII.1 and VII.2, above, except that the Individual Class  
19 Member's pro-rata share will be determined in relation to the other Class Members who  
20 cashed their initial settlement checks, rather than all Participating Class Members, and  
21 the ratio will be multiplied by the amount remaining in the Qualified Settlement Fund  
22 after the first distribution of settlement checks, less the administration costs of the second  
23 distribution, rather than by the Net Settlement Amount for Class. Participating Class  
24 Members will have 90 days to cash the second distribution settlement checks sent by the  
25 Settlement Administrator.

26           The total amount of any uncashed settlement checks remaining after expiration  
27 of the check-cashing period for the last distribution of settlement checks required by the  
28 foregoing provisions will be transmitted by the Settlement Administrator to a *cy pres*



beneficiary that is agreed to by the Parties, subject to the Court's approval. The Class Participants and PAGA Group Members who do not cash their checks shall remain bound by the terms of this Agreement.

**5. Distribution of Service Awards and Attorneys' Fees, Costs, and Expenses.**

Within 15 days after the funding of the QSF, the Settlement Administrator shall distribute the Service Award to Plaintiff and shall distribute the Attorneys' Fees, Costs, and Expenses to Class Counsel, as approved and awarded by the Court.

**6. Claims Administration Costs and Expenses.**

Within 15 days after the funding of the QSF, the Settlement Administrator shall deduct the Court-approved sum for payment of its fee and costs for administering the Settlement pursuant to its terms.

**7. Time for Payment of Attorney Fees, Costs, and Expenses to Class Counsel.**

The Settlement Administrator shall pay any attorney fees, costs, and expenses awarded by the Court to Class Counsel by wire transfer no later than 14 days after the Settlement Administrator receives the Gross Settlement Amount from Defendants, but no sooner than the Effective Date of the Settlement. Class Counsel will provide the Settlement Administrator with the necessary IRS W-9 Forms, tax ID numbers, and bank routing information for the payments.

**8. Time for Payment of Service Fee Award to Plaintiff as Class Representative.**

The Settlement Administrator shall pay any Service Fee Award for Plaintiff as Class Representative to Class Counsel's Client Trust Account by wire transfer within 15 days after the funding of the QSF. The Service Fee Award will not be treated as wages and the Settlement Administrator will provide an IRS Form 1099 for the Service Fee Award. Plaintiff will be solely liable for and pay any and all taxes, costs, interest, assessment, penalties, or damages by reason of payment of his Service Fee Award. Class

Counsel will provide the Settlement Administrator with the necessary bank routing information.

**9. Time for Payment of Individual Class Payments and Individual PAGA Amounts.**

The Settlement Administrator shall make every effort to mail, by first-class U.S. mail, to the last-known address, the Individual Class Payment to each Class Participant within 15 days after the funding of the QSF. If the Settlement Administrator is not able to mail the Individual Class Payments to Class Participants within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which the Individual Class Payments will be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class Participants until all disputes of Qualifying Class Workweeks and Qualifying PAGA Pay Periods have been resolved, all objections have been considered, all Individual Class Payments and Individual PAGA Amounts calculated, and accounted for, and the obligations set forth in Section IV have been satisfied. In the event any Class Participant is deceased, payment shall be made payable to the estate of that Class Participant and delivered to the executor or administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code § 13101, in which case payment shall be made to the affiant(s) or declarant(s).

Within 14 days of mailing the distribution of Individual Class Payments to Class Participants and Individual PAGA Amounts to PAGA Group Members, the Settlement Administrator shall provide a declaration of payment to Class Counsel, who will be responsible for filing it with the Court, and to Defense Counsel.

**10. Tax Treatment of Settlement Payments.**

For the purpose of calculating applicable taxes for the payment of the Individual Class Payments paid to Class Participants (excluding any Service Fee Award to Plaintiff), the Parties agree that one-third (1/3) of the Individual Class Payments will be allocated to taxable wages, one-third (1/3) of the Individual Class Payments will be

1 allocated to interest and will not be subject to tax withholding, and one-third (1/3) of the  
2 Individual Class Payments will be allocated to penalties and liquidated damages and will  
3 not be subject to tax withholding. In the event of a second distribution VII.4 above, the  
4 Parties and the Settlement Administrator may agree to a different tax allocation to reduce  
5 administration costs and make a second distribution feasible. The Parties additionally  
6 agree that 100% of the PAGA Amounts paid to PAGA Group Members shall be  
7 allocated to interest, penalties, and liquidated damages, and will not be subject to tax  
8 withholding. The Settlement Administrator shall be responsible for issuing and  
9 providing IRS Forms W-2s and 1099s to Class Participants and PAGA Group Members  
10 for their Individual Class Payments and Individual PAGA Amounts. Accordingly, any  
11 applicable withholdings for payroll taxes owed by Defendants under this Agreement will  
12 be paid and deducted from the Gross Settlement Amount. Unless otherwise specifically  
13 set forth herein, Plaintiff, Class Participants, PAGA Group Members, the Settlement  
14 Administrator, and Class Counsel will be responsible for payment of their own tax  
15 obligations, if any. Class Members who may have questions about their tax liability, if  
16 any, should consult independent tax counsel. The Released Parties shall have no liability  
17 or responsibility whatsoever for the taxes due by Class Participants or Class Counsel  
18 related to the distribution and payment of the Gross Settlement Amount. In addition, the  
19 Class Participants and PAGA Group Members shall indemnify and hold harmless each  
20 of the Released Parties for any taxes related to the distribution and payment of the Gross  
21 Settlement Amount.

22 **11. No Effect on Employer Plans.**

23 Neither this Settlement nor any amounts paid under the Settlement will modify  
24 any previously credited hours, days, or weeks of service under any program sponsored  
25 by Defendants for the Class. Such amounts will not form the basis for additional  
26 contributions to, benefits under, or any other monetary entitlement under any of  
27 Defendants' sponsored programs. The payments made under the terms of this  
28 Agreement shall not be applied retroactively, currently, or on a going forward basis, as

any form of compensation for the purposes of any of Defendants' programs. Defendants retain the right to modify the language of its sponsored programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by any programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Defendants do not consider the Settlement payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any employer-sponsored programs, or any other plan sponsored by Defendants.

**12. Returned and Uncashed Settlement Checks.**

Each Class Participant must cash the check containing his or her Individual Class Payment and/or Individual PAGA Amount within 120 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator may make such efforts, if any, as it deems to be reasonable to re-mail it to the Class Participant at his or her correct address. Rемаiled settlement checks will have a void date of either 120 days after the initial check mailing date or 60 days after re-mailing, whichever is later. If any Class Participant's check is not cashed within 60 days after it is mailed or remailed, whichever is later, the Settlement Administrator will send the Class Participant a letter informing him or her that, unless the check is cashed within 90 days after the date on the check, it will expire and become non-negotiable and will offer to replace the check if it was lost or misplaced, but not cashed. If the check remains uncashed by the expiration of the period, the Settlement Administrator will send the funds to the California State Controller's Office Unclaimed Property Division. In such event, the Class Participant will nevertheless remain bound by the Settlement.

**13. Extension of Time to Pay and/or Process Claims.**

Should the Settlement Administrator need more time than is provided under this Agreement to complete any of its obligations, the Settlement Administrator may request, in writing, such additional time (including an explanation of the need for additional time)

1 from Defense Counsel and Class Counsel. If Defense Counsel and/or Class Counsel do  
2 not agree, in writing, to the Settlement Administrator's request for additional time, the  
3 Settlement Administrator, Class Counsel, or Defense Counsel may seek such additional  
4 time from the Court.

5 **14. Defendants' Right to Void Settlement.**

6 Defendants shall have the right to terminate this Agreement if the Class Members  
7 who opt-out of the Settlement represent 10% or more of the total Qualifying Class  
8 Workweeks in the Class Release Period ("Excessive Opt-Out Percentage"). In such  
9 event, Defendants, shall have the option to (a) terminate the Agreement and decline to  
10 proceed with the Settlement or (b) proceed with the Agreement and Settlement with the  
11 Gross Settlement Amount ratably reduced by the percentage of Qualifying Class  
12 Workweeks attributable to the Opt-Out Workweeks that exceed the 10% threshold  
13 described in the previous sentence. Defendants may elect to terminate the Agreement  
14 by providing written notice to Class Counsel of same within ten (10) business days after  
15 the Settlement Administrator informs Defendants that the Excessive Opt-Out Percentage  
16 has been met or exceeded.

17 **VIII. RELEASES AND WAIVERS**

18 **1. Release of Claims by Class Participants and PAGA Group Members.**

19 Upon the Effective Date, the Class Participants each release Defendants and the  
20 Released Parties, and each of them, of and from any and all of the Released Class Claims.  
21 Also, upon the Effective Date, the PAGA Group Members each release Defendants and  
22 the Released Parties, and each of them, of and from any and all of the Released PAGA  
23 Claims.

24 The Parties acknowledge that this Agreement is intended to include within its  
25 effect any and all claims, damages, causes of action, and claims for attorney fees,  
26 expressly asserted in the Actions and all claims that could have been asserted based on  
27 the facts pled in the Action (including the Released Claims), subject to the terms and  
28 conditions of this Agreement, and, upon the Court's final approval of this Agreement,

1 all such claims, damages, causes of action, and claims for attorney fees, that were  
2 asserted in the Actions (including the Released Claims and, as to the PAGA Group  
3 Members, the Released PAGA Claims) are deemed to be fully and finally resolved and  
4 are to be dismissed, with prejudice, as to each and every Class Member, except as to  
5 those who timely submit Opt-Out Requests.

6 Unless a Class Member submits an Opt-Out Request, each Class Member will be  
7 bound to the release of Released Claims as a result of the final approval of this  
8 Agreement. All Released PAGA Claims are deemed to be fully and finally resolved and  
9 are to be dismissed, with prejudice, as to each and every PAGA Group Member,  
10 regardless of whether the PAGA Group Member timely submits an opt-out request.

11 **2. Release of Claims by Plaintiff.**

12 **a. Release.**

13 Plaintiff, individually and on behalf of himself and his heirs, executors,  
14 administrators, and representatives, shall and does hereby forever release, discharge, and  
15 agree to hold harmless Defendants and the Released Parties from any and all claims,  
16 charges, complaints, claims, liabilities, obligations, promises, agreements,  
17 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,  
18 debts, and expenses (including attorney fees and costs), known or unknown, at law or in  
19 equity, which he may now have or may have at the signing of this Agreement, against  
20 Defendants or the Released Parties arising out of or in any way related to the Actions,  
21 his employment with Defendants, including the claims alleged in the Actions, and any  
22 and all transactions, occurrences or matters between the Parties occurring prior to the  
23 date of final approval of the Agreement. Without limiting the generality of the foregoing,  
24 this release shall include, but not be limited to, any and all claims under the (i) Americans  
25 With Disabilities Act, as amended; (ii) Title VII of the Civil Rights Act of 1964, as  
26 amended; (iii) the Civil Rights Act of 1991; (iv) 42 U.S.C. § 1981, as amended; (v) the  
27 Age Discrimination in Employment Act, as amended; (vi) the Fair Labor Standards Act,  
28 as amended; (vii) the Equal Pay Act; (viii) the Employee Retirement Income Security



Act, as amended; (ix) the Consolidated Omnibus Budget Reconciliation Act; (x) the Rehabilitation Act of 1973; (xi) the Family and Medical Leave Act; (xii) the Civil Rights Act of 1966; (xiii) the California Fair Employment and Housing Act; (xiv) the California Constitution; (xv) the California Labor Code; (xvi) the California Government Code; (xvii) the California Civil Code; and (xviii) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, penalties, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges, and agrees to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement. Nothing in this Agreement releases any person, party, or entity from claims, if any, by Plaintiff for workers' compensation or disability benefits.

**b. California Civil Code Section 1542.**

Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of Section 1542, 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 releasing party.**

Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes

1 all rights and benefits he may have under Section 1542 as well as any other statutes or  
2 common law principles of a similar effect. Plaintiff may hereafter discover facts in  
3 addition to or different from those which he now knows or believes to be true with  
4 respect to the subject matter of the Released Claims and all the claims referenced herein,  
5 but agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally and  
6 forever settle and release any and all claims against Defendants, known or unknown,  
7 suspected or unsuspected, contingent or non-contingent, which now exist or heretofore  
8 have existed upon any theory of law or equity without regard to the subsequent discovery  
9 of existence of such different or additional facts.

10 **c. Revocation of Agreement.**

11 Plaintiff also agrees that, to the extent permitted by law, if a claim is prosecuted  
12 in his name against the Released Parties before any court or administrative agency, he  
13 waives and agrees not to take any award of money or other damages from such  
14 proceeding. Plaintiff agrees that, if a claim is prosecuted in his name against Released  
15 Parties that, unless otherwise compelled by law, he will immediately request in writing  
16 that the claim(s) be withdrawn upon a written request by Defense Counsel.

17 **d. Waiver of Money or Damages.**

18 Plaintiff also agrees that, to the extent permitted by law, if a claim is prosecuted  
19 in his name against Defendants and/or the Released Parties, which has accrued before or  
20 during the Class Release Period and PAGA Release Period, before any court or  
21 administrative agency, he waives, and agrees not to take, any award of money or other  
22 damages from such proceeding. Plaintiff agrees that, unless otherwise compelled by law,  
23 if a claim is prosecuted in his name against Defendants and/or the Released Parties that,  
24 upon a written request by Defense Counsel, he will immediately request in writing that  
25 the claim on his behalf be withdrawn.

26 **e. Period to Consider Terms of Agreement.**

27 Plaintiff acknowledges that he is entitled to and have been given 21 days to  
28 consider whether to accept the terms of the release given in Paragraph VIII.2.a of this

1 Agreement. If Plaintiff executes this Agreement before the expiration of the 21-day  
2 period, he does so voluntarily, upon the advice and with the approval of Class Counsel,  
3 and he expressly and voluntarily waives his right to consider the release set forth in  
4 Paragraph VIII.2.a for any remaining portion of that 21-day period.

5 **IX. DUTIES OF THE PARTIES**

6 **1. Mutual Full Cooperation.**

7 The Parties agree to cooperate fully with one another to accomplish and  
8 implement the terms of this Agreement. Such cooperation shall include, but not be  
9 limited to, execution of such other documents and the taking of such other actions as  
10 may reasonably be necessary to fulfill the terms of this Agreement. The Parties shall use  
11 their best efforts, including all efforts contemplated by this Agreement and any other  
12 efforts that may become necessary by court order, or otherwise, to effectuate this  
13 Agreement and the terms set forth herein. As soon as practicable after execution of this  
14 Agreement, Class Counsel, with the cooperation of Defendants and Defense Counsel,  
15 shall take all necessary and reasonable steps to secure the Court's final approval of this  
16 Agreement.

17 **2. Duty to Support and Defend the Agreement.**

18 The Parties agree to abide by all terms of the Agreement in good faith and to  
19 support the Agreement fully and to use their best efforts to defend this Agreement from  
20 any legal challenge, whether by appeal or collateral attack.

21 **X. MISCELLANEOUS PROVISIONS**

22 **1. Different Facts.**

23 The Parties acknowledge that, except for matters expressly represented herein, the  
24 facts in relation to the dispute and all claims released by the terms of this Agreement  
25 may turn out to be other than or different from the facts now known by each party and/or  
26 its counsel, or believed by such party or counsel to be true, and each party therefor  
27 expressly assumes the risk of the existence of different or presently unknown facts, and  
28 agrees that this Agreement shall be in all respects effective and binding despite such

1 difference.

2 **2. No Prior Assignments.**

3 The Parties represent, covenant, and warrant that they have not directly or  
4 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
5 encumber to any person or entity any portion of any liability, claim, demand, action,  
6 cause of action, or right herein released and discharged except as set forth herein.

7 **3. Non-Admission.**

8 Nothing in this Agreement shall be construed to be or deemed an admission by  
9 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the  
10 Class Members, or any other person, and Defendants specifically disclaims any liability,  
11 culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other  
12 person. The Parties have entered into this Agreement with the intention to avoid further  
13 disputes and litigation with the attendant inconvenience, expenses, and contingencies.  
14 Nothing herein shall constitute any admission by Defendants of wrongdoing or liability,  
15 or of the truth of any factual allegations in the Action. Nothing herein shall constitute an  
16 admission by Defendants that the Actions were properly brought as a class or  
17 representative action other than for settlement purposes. To the contrary, Defendants  
18 have denied and continue to deny each and every material factual allegation and alleged  
19 claim asserted in the Action. To this end, the Settlement of the Actions, the negotiation  
20 and execution of this Agreement, and all acts performed or documents executed pursuant  
21 to or in furtherance of this Agreement, shall not be deemed to be, and may not be used  
22 as, an admission or evidence of any wrongdoing or liability on the part of Defendants or  
23 of the truth of any of the factual allegations in the complaints filed in the Actions; and  
24 are not, shall not be deemed to be, and may not be used as, an admission or evidence of  
25 any fault or omission on the part of Defendants in any civil, criminal or administrative  
26 proceeding in any court, administrative agency or other tribunal.

1           **4. Non-Retaliation.**

2           Defendants understand and acknowledge that they have a legal obligation not to  
3           retaliate against any Class Member who elects to participate in the Agreement and  
4           Settlement or elects to opt-out of the Settlement. Defendants will refer any inquiries  
5           regarding this Agreement to the Settlement Administrator or Class Counsel and will not  
6           discourage Class Members, directly or indirectly, from making claims, opting out, or  
7           objecting to the Agreement.

8           **5. Construction.**

9           The Parties hereto agree that the terms and conditions of this Agreement are the  
10          result of lengthy, intensive, arms-length negotiations between the Parties and that this  
11          Agreement is not to be construed in favor of or against any party by reason of the extent  
12          to which any party or its counsel participated in the drafting of this Agreement.

13          **6. Governing Law.**

14          This Agreement is intended to and shall be governed by the laws of the State of  
15          California, without regard to conflict of law principles, in all respects, including  
16          execution, interpretation, performance, and enforcement.

17          **7. Notices.**

18          Except for Postcard Class Notices required to be made by the Settlement  
19          Administrator, any and all notices or other communications required or permitted under  
20          this Agreement shall be in writing and shall be sufficiently given if delivered to Class  
21          Counsel or Defense Counsel by U.S. certified mail, postage prepaid, by e-mail, or by  
22          overnight delivery addressed to the address appearing in this Agreement.

23          **8. Captions and Interpretations.**

24          Article and section titles or captions contained herein are inserted as a matter of  
25          convenience and for reference only and in no way define, limit, extend, or describe the  
26          scope of this Agreement or any provision thereof.

27          **9. Modification.**

28          This Agreement may not be changed, altered, or modified, except in writing

signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

**10. Integration Clause.**

This Agreement contains the entire agreement between the Parties relating to the Settlement of the Actions and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Agreement may be waived except in writing.

**11. Public Comments Regarding the Action or the Agreement.**

Neither Plaintiff nor Class Counsel shall issue any press release related to the Settlement. Plaintiff and Class Counsel agree that, prior to preliminary approval of the Settlement, they will keep the terms of the Settlement confidential except for purposes of communicating with Plaintiff. Plaintiff has been informed that the Settlement is confidential and shall be advised to keep the Settlement confidential.

Until the entry of the order granting final approval of the Settlement, Plaintiff and Class Counsel may: (a) as required by law; (b) as required under the terms of the Settlement; or (c) as required under Class Counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases until the entry of the order granting final approval of the Settlement, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including statements made via the world wide web), to say the Actions have been resolved. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the Settlement.

Following entry of the order granting final approval of the Settlement, Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including statements made via the world wide web),



1 to say the Actions involved wage-and-hour claims and that the Actions settled for  
2 \$14,500,000.00.

3 All necessary disclosures may be made on the Parties' financial statements; to the  
4 Parties' accountants and auditors; in public filings; to government regulatory agencies;  
5 and to any local, state, or federal taxing authority: or as otherwise required by law.

6 **12. Confidentiality of Documents.**

7 After the expiration of any appeals period, the Settlement Administrator, shall  
8 return to CRST all documents, deposition transcripts, declarations and other information  
9 designated confidential by CRST and obtained in the Action or shall certify to Defense  
10 Counsel that all such documents, transcripts, declarations, and other information,  
11 whether in paper or electronic form, including copies, have been destroyed. Class  
12 Counsel shall retain those documents confidential pursuant to any protective order and  
13 pursuant to its obligations and duties. Class Counsel may not use the documents for any  
14 other cases or for any other purposes.

15 **13. Successors and Assigns.**

16 This Agreement shall be binding upon and inure to the benefit of the Parties and  
17 Class Participants, PAGA Group Members, and their respective present and former  
18 heirs, trustees, executors, administrators, representatives, officers, directors,  
19 shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,  
20 consultants, pension and welfare benefit plans, fiduciaries, parent companies,  
21 subsidiaries, divisions, affiliates, related companies, joint ventures, general and limited  
22 partners, predecessors, successors, and assigns, although not specifically named herein.

23 **14. Class Counsel Signatories.**

24 Because the Class Members are so numerous, the Parties agree that it is impossible  
25 or impractical to have each Class Member sign this Agreement. It is agreed that, for  
26 purposes of seeking approval of the Agreement and Settlement, this Agreement may be  
27 executed on behalf of the Class by Class Counsel and Plaintiff in his capacity as Class  
28 Representative.

1           **15. Corporate Signatories.**

2           Any person executing this Agreement or any such related document on behalf of  
3 Defendants hereby warrants and promises, for the benefit of all Parties hereto, that such  
4 person has been duly authorized by Defendants to execute this Agreement or any such  
5 related document.

6           **16. Execution in Counterparts.**

7           This Agreement shall become effective upon its execution by all of the  
8 undersigned. The Parties may execute this Agreement in counterparts, and execution of  
9 counterparts shall have the same force and effect as if all Parties had signed the same  
10 instrument.

11           **17. Attorneys' Fees, Costs, and Expenses.**

12           Except as otherwise specifically provided for herein, each party shall bear his or  
13 its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or  
14 arising out of the Action and shall not seek reimbursement thereof from any other party  
15 to this Agreement.

16           **18. Action to Enforce Agreement.**

17           In any suit or court action to enforce the terms of this Agreement, the prevailing  
18 party shall be entitled to recover attorney fees and costs.

19           **19. Stay on Appeal.**

20           In the event of a timely appeal from judgment and dismissal, the judgment shall  
21 be stayed, CRST shall have no obligation to fund the Gross Settlement Amount, and  
22 none of the Gross Settlement Amount shall be distributed. The actions required by this  
23 Settlement shall not take place until all appeal rights have been exhausted by operation  
24 of law.

25           **IN WITNESS WHEREOF**, the Parties and their counsel have executed this  
26 Agreement on the date below their signatures or the signature of their representatives.  
27 The date of the Agreement shall be the date of the latest signature.  
28

**PLAINTIFF KEITH HUCKABY**

Dated: 3/9/2026

By: \_\_\_\_\_

Keith Huckaby

**DEFENDANTS, CRST EXPEDITED, INC.  
and CRST INTERNATIONAL, INC.**

Dated: March 6, 2026

By: /s/ \_\_\_\_\_

Lisa Stephenson  
General Counsel

**APPROVED AS TO FORM AND CONTENT:**

**SCOPELITIS, GARVIN, LIGHT, HANSON  
& FEARY, P.C**

Dated: March 6, 2026

/s/ \_\_\_\_\_

JAMES H. HANSON  
Attorney for Defendants,  
CRST EXPEDITED, INC. and  
CRST INTERNATIONAL, INC.

**BERENJI LAW FIRM, APC**

Dated: March 9, 2026

\_\_\_\_\_  
SHADIE L. BERENJI  
Class Counsel

1 **PLAINTIFF, KEITH HUCKABY**

2 Dated: March 6, 2026

3 By: /s/  
4 Keith Huckaby

5 **DEFENDANTS, CRST EXPEDITED, INC.**  
6 **and CRST INTERNATIONAL, INC.**

7 Dated: March 6, 2026

8 By: /s/   
9 Lisa Stephenson  
10 General Counsel

11 **APPROVED AS TO FORM AND CONTENT:**

12 **SCOPELITIS, GARVIN, LIGHT, HANSON**  
13 **& FEARY, P.C**

14 Dated: March 6, 2026

15 /s/   
16 JAMES H. HANSON  
17 Attorney for Defendants,  
18 CRST EXPEDITED, INC. and  
19 CRST INTERNATIONAL, INC.

20 **BERENJI LAW FIRM, APC**

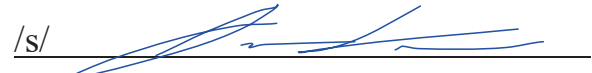
21 Dated: March 6, 2026

22 /s/  
23 SHADIE L. BERENJI  
24 Class Counsel  
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Dated: March 6, 2026

**SCHNEIDER WALLACE  
COTTRELL KIM LLP**

/s/   
**JOSHUA KONECKY**  
Class Counsel

4922-6482-2165, v. 6

# Exhibit 1



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

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

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

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

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

**1. Why should you read this Notice?**

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

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

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

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

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

QUESTIONS? CALL [administrator phone number] OR GO TO [settlement website URL]

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

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

The Court has certified the following Classes for settlement purposes:

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

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

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

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

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

Plaintiff additionally alleged a claim for civil penalties pursuant to PAGA based on the violations alleged above, as well as an allegation that Defendants failed to reimburse the cost of pre-employment medical examinations in violation of

California Labor Code Section 225.5. Plaintiff asserted these claims on behalf of the Class Members and PAGA Group Members. Plaintiff sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys' fees in the Action.

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

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

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

The attorneys representing the Parties in the Action are:

##### **Class Counsel**

Shadie L. Berenji (SBN 235021)  
[berenji@employeejustice.law](mailto:berenji@employeejustice.law)  
**Berenji Law Firm, APC**  
707 Wilshire Blvd., Ste. 4375  
Los Angeles, California 90017  
Phone: 310-855-3270  
Fax: 310-855-3751

Joshua Konecky (SBN 182897)  
[jkonecky@schneiderwallace.com](mailto:jkonecky@schneiderwallace.com)  
**Schneider Wallace**  
**Cottrell Kim LLP**  
2000 Powell St., Ste. 1400  
Emeryville, CA 94608  
Phone: 415-421-7100  
Fax: 415-421-7105

##### **Defense Counsel**

Christopher C. McNatt, Jr. (SBN 174559)  
[cmcnatt@scopelitis.com](mailto:cmcnatt@scopelitis.com)  
**Scopelitis, Garvin, Light,**  
**Hanson & Feary, LLP**  
2 North Lake Ave., Ste. 560  
Pasadena, CA 91101  
Phone: 626-795-4700  
Fax: 626-795-4790

Charles Andrewsavage, *Pro Hac Vice*  
[candrewsavage@scopelitis.com](mailto:candrewsavage@scopelitis.com)  
Jared S. Kramer, *Pro Hac Vice*  
[jskramer@scopelitis.com](mailto:jskramer@scopelitis.com)  
**Scopelitis, Garvin, Light,**  
**Hanson & Feary, P.C.**  
30 West Monroe Street, Suite 1600  
Chicago, IL 60603  
Phone: 312-255-7200  
Fax: 312-422-1224

James H. Hanson, *Pro Hac Vice*  
[jhanson@scopelitis.com](mailto:jhanson@scopelitis.com)  
Andrew J. Ireland, *Pro Hac Vice*  
[aireland@scopelitis.com](mailto:aireland@scopelitis.com)  
**Scopelitis, Garvin, Light,**  
**Hanson & Feary, P.C.**  
10 West Market Street, Suite 1400  
Indianapolis, IN 46204  
Phone: 317-637-1777  
Fax: 317-687-2414

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

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

### **Gross Settlement Amount**

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

### **Net Settlement Amount**

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

### **PAGA Penalties**

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

### **Settlement Share Formulas**

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

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

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

1/3 (or 33.333%) of your Individual Class Payment will be allocated to taxable wages. 2/3 (or 66.666%) of your Individual Class Payment will be allocated to interest, penalties, and liquidated damages and will not be subject to tax withholding, but will be reported on IRS Form 1099. The Settlement Administrator shall be responsible for issuing and providing IRS Forms W-2s and 1099s to you and other Class Participants for their Individual Class Payments.

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

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

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

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

**Settlement Distribution**

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

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

[Name]  
[Mailing Address]  
[City, State ZIP]  
[Phone Number]  
[Email Address]

**IF ANY OF THE ABOVE IS INCORRECT, PLEASE CALL THE SET [REDACTED] ADMINISTRATOR AT [REDACTED] TO UPDATE YOUR CONTACT INFORMATION.**

If any checks for an Individual Class Payment or Individual PAGA Amount remains uncashed 180 days after its issuance, the Settlement Administrator will cancel those checks and pay the funds represented by such un-redeemed checks to [Cy Pres Recipient]. In that event, the Class Participant and/or PAGA Group Member will nonetheless be bound by the terms of the Settlement.

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

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



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

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

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

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

## **7. HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?**

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

## **8. TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS**

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

**[SETTLEMENT ADMINISTRATOR NAME AND ADDRESS]**

In order to be valid, your written Opt-Out Request must: (1) contain your name and the last four digits of your Social Security Number; (2) state in substance: “I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *Huckaby v. CRST Expedited, Inc.*”; (3) be signed by you or your lawful representative; and (4) be returned to the Settlement Administrator at the specified address postmarked on or before **[Opt-Out Deadline]**. If you do



not submit a timely and valid written Opt-Out Request, you will be bound by the release of Released Class Claims as described above and all other terms of the Settlement. If you timely submit a valid, signed written Opt-Out Request, you will have no further role in the Action as to the Released Class Claims, and you will not be entitled to any benefit as a result of Settlement as a Class Member. Any untimely or incomplete Opt-Out Request shall be considered null and void. **You cannot object to the Settlement if you submit a valid Opt-Out Request.**

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

## 9. **TO OBJECT TO THE SETTLEMENT**

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

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

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

You must also serve copies of the written objection to the Settlement Administrator no later than the Objection Deadline. The date of delivery of the written objection is deemed to be the date the objection is deposited in the U.S. mail, postage prepaid, as evidenced by the postmark.

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

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

## 10. **DISPUTES AS TO WORKWEEKS ALLOCATED**

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

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

**[SETTLEMENT ADMINISTRATOR NAME AND ADDRESS]**

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

### **11. WHAT IF I DO NOTHING?**

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

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

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

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

### **13. How can I get additional information?**

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement and Release of Claims. You may also request a copy of the Settlement Agreement and Release of Claims from Class Counsel, at the addresses listed in Section 4 above. If you have questions regarding the Settlement, you may visit **[settlement website URL]**, or you may contact the Settlement Administrator **at [administrator phone number]**.

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

# Exhibit 2

If you worked for CRST Expedited, Inc. as a truck driver from August 9, 2017 to April 10, 2023 and (1) were a California resident, (2) were compensated by a piece-rate, and (3) did not participate in the settlement of *Montoya v. CRST Expedited, Inc.*, a Class Action and PAGA settlement may affect your rights.

This is a court-authorized notice. This is not a solicitation or a scam. You are not being sued.

A settlement has been reached in a case called *Huckaby v. CRST Expedited, Inc., et al.*, Case No. 2:21-cv-07766-ODW-PD. The Plaintiff, a former CRST driver, filed a lawsuit alleging CRST failed to pay drivers the California minimum wage for all hours they worked, failed to pay all contractual wages they owed to drivers, failed to reimburse drivers for business expenses, and other alleged violations of the California Labor Code. CRST denies the allegations and maintains that it did nothing wrong. The parties have reached a settlement.

- **Do nothing.** Your settlement check will be mailed to this address if the settlement is approved. You will give up the right to sue CRST for unpaid wages and related wage-end-hour claims.

- **Opt out.** You can send a letter to the Settlement Administrator asking to be excluded from the settlement. You will not receive a check but will retain your right to sue CRST for unpaid wages and related wage-end-hour claims that were included in this case.

- **Object.** You can remain a part of the settlement but ask the Court not to approve the settlement. You will still receive a check if the settlement is approved.

This is your Postcard Notice. A longer Notice that summarizes the terms of the settlement, your options under the settlement, and deadlines that might affect your rights can be accessed by visiting

[Individual PAGA Amount]. The formula for calculating this amount can be found here: [www.URL.com]. You can:

CRST's records indicate that you were employed as a driver while residing in California for **?? weeks** between August 9, 2017 and [the earlier of preliminary approval of the Agreement or March 1, 2026], including **?? weeks** between August 9, 2020 and [the earlier of preliminary approval of the Agreement or March 1, 2026].

Under the formula approved by the Court, the Settlement Administrator estimates that you will receive a settlement check for **\$XXX** as an "Individual Class Payment" and **\$XXXX** as an

[www.LURL.com], by scanning the QR code on this postcard, or by calling the Settlement Administrator at [phone number].

493544056276, v. 1

# Exhibit 3



1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 KEITH HUCKABY, individually  
12 and on behalf of all other persons  
13 similarly situated, and on behalf of  
14 the general public,

15 Plaintiff,

16 v.

17 CRST EXPEDITED, INC., an  
18 Iowa corporation; CRST  
19 INTERNATIONAL, INC., an Iowa  
20 corporation; and DOES 1 through  
21 30, inclusive,

22 Defendants.

Case No. 2:21-cv-07766-ODW-PD

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

**Date:** March XX, 2026

**Time:** 1:30 p.m.

**Location:**

First Street U.S. Courthouse  
350 W. 1st Street, Courtroom 5D, 8th Floor,  
Los Angeles, CA 90012

Complaint Filed: August 9, 2021

1 Plaintiff Keith Huckaby and Defendants CRST Expedited, Inc. and CRST  
2 International, Inc. have agreed to a settlement upon the terms and conditions set forth in  
3 the Settlement Agreement and Release of Claims (“Settlement Agreement”) submitted to  
4 the Court in connection with this Motion for Preliminary Approval of Class Action and  
5 PAGA Settlement (“Motion for Preliminary Approval”). If the settlement receives final  
6 approval, then under the terms of the Settlement Agreement there will be full and final  
7 resolution of this action.

8 Before the Court now is Plaintiff Keith Huckaby’s (“Plaintiff”) Motion for  
9 Preliminary Approval. Having reviewed the Settlement Agreement and Plaintiff’s Motion  
10 for Preliminary Approval, and all papers submitted in support thereof, including the  
11 proposed Long Form and Postcard Class Notices, the Declaration of Class Counsel Shadie  
12 Berenji and Joshua Konecky and the exhibits thereto, and the Declaration of the Settlement  
13 Administrator and the exhibits thereto, and good cause appearing, the Court hereby makes  
14 the following FINDINGS and ORDERS:

15 1. The Motion for Preliminary Approval is GRANTED and the parties’  
16 Settlement Agreement is preliminarily approved.

17 2. For purposes of this Preliminary Approval Order (“Order”), the Court hereby  
18 adopts and incorporates all definitions set forth in the Settlement Agreement.

19 **Conditional Certification of Settlement Class**

20 3. On October 3, 2022, this Court certified the Amended Piece-Rate Class  
21 defined as “all current and former employees that had a residential address in California  
22 and performed work as a truck driver for CRST Expedited, Inc. (“CA Truck Drivers”) and  
23 were compensated by a piece-rate from August 9, 2017, through the date of final  
24 disposition of this action, excluding the participants in the settlement of *Montoya v. CRST*  
25 *Expedited, Inc.*, Case No. 16-cv-10095-PBS (D. Mass.).” Order, Dkt. 60, at 18:8-13. On  
26 April 10, 2023, the Court amended the class definition to provide an end date of the class  
27 period of April 10, 2023. *See* Order, Dkt. 86, at 8:4-22. On April 1, 2025, after the close  
28

1 of discovery, the Court denied Defendants' motion for class decertification. *See* Order,  
2 Dkt. 136, at 17:22-22:5.

3 4. The proposed Settlement Class now before the Court mirrors the class  
4 previously certified (with the same previously ordered end date of April 10, 2023) and  
5 which has remained certified since the Court's April 10, 2023 order amending the class  
6 definition.

7 5. The Court finds that, for settlement purposes, the requirements of Rule  
8 23(a) and (b)(3) of the Federal Rules of Civil Procedure are satisfied.

9 6. The Court therefore conditionally certifies the following Settlement Class for  
10 purposes of effectuating the proposed Settlement:

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

16 7. Entry of this Order is without prejudice to the rights of Defendants or any of  
17 the Released Parties to seek appeal of this Court's prior Orders regarding class  
18 certification and/or to oppose any further certification in this action should the proposed  
19 Settlement not be granted final approval.

20 **Preliminary Approval of Class and PAGA Settlement**

21 8. The Court has reviewed the Settlement terms, the content of the proposed  
22 settlement notices, the proposed procedures for providing notice to the Class and PAGA  
23 Group Members, and the Declarations of Class Counsel describing their arms' length  
24 negotiations and considerations in agreeing to the proposed Settlement. Based on these  
25 submissions and the record established over the past four-and-one-half years of litigation,  
26 including the Court's previous orders on the Parties' cross motions for summary judgment,  
27 Defendants' motion for decertification of the settlement class, and the original order  
28 certifying the Amended Piece Rate Class, the Court FINDS that the proposed Settlement

1 being presented here is the product of serious, informed and non-collusive negotiations;  
2 has no obvious deficiencies; and does not improperly grant preferential treatment to the  
3 class representative or segments of the class.

4 9. The Court further has considered the strengths and risks of Plaintiff's claims  
5 and Defendants' defenses; the risks, delays, and uncertainties for both parties at trial and  
6 during any appeals; the amount of the Settlement and mechanism for allocating settlement  
7 proceeds among Class and PAGA Group Members; and the fact that the Settlement  
8 represents a compromise of the Parties' respective positions. Based on these  
9 considerations, the Court FURTHER FINDS that the Settlement is within the "range of  
10 reasonableness," such that dissemination of notice to the class, and the scheduling of a  
11 fairness hearing, are appropriate, and satisfies the criteria for preliminary settlement  
12 approval under Federal Rule of Civil Procedure 23.

13 10. Accordingly, the hereby GRANTS preliminary approval of the terms and  
14 conditions set forth in the Settlement Agreement.

15 **Settlement Administrator**

16 11. The Court has reviewed the declaration and information provided by the  
17 proposed Settlement Administrator, Kroll Settlement Administration, regarding its  
18 qualifications, experience, and commitment to serving as the settlement administrator in  
19 this matter. Based on the information submitted, the Court finds that Kroll Settlement  
20 Administration is a qualified Settlement Administrator and that its estimate of the costs  
21 for administering the settlement is fair, adequate, and reasonable.

22 12. The Court therefore APPOINTS Kroll Settlement Administration to serve as  
23 the Settlement Administrator. The Settlement Administrator will administer the applicable  
24 provisions of the Settlement Agreement, including but not limited to: providing Notice of  
25 the Settlement to the Class and PAGA Group Members in accordance with the terms of  
26 the Settlement Agreement; processing any Objections and Opt-Out Requests; processing  
27 and resolving any disputes concerning Defendant's records as to a Class Member's  
28

1 eligible Workweeks and/or PAGA Group Members' eligible Pay Periods; computing the  
2 amount of and distributing Individual Settlement Payments, Individual PAGA Payments,  
3 any Class Representative Service Award, and any Class Counsel Award; providing reports  
4 to counsel and the Court; and calculating and remitting all employer and employee tax  
5 applications and preparing and submitting filings required by law in connection with the  
6 payments required by the Settlement.

7 **Notice to the Settlement Class and PAGA Group Members**

8 13. Pursuant to the terms of the Settlement Agreement, Defendants are hereby  
9 directed to prepare and provide the Class List to the Settlement Administrator within  
10 fourteen (14) calendar days of entry of this Order.

11 14. Pursuant to the terms of the Settlement Agreement, Kroll Settlement  
12 Administration is hereby directed to send by first-class regular U.S. mail the Notice of  
13 Class Action Settlement ("Notice") to all Class within twenty-one (21) calendar days of  
14 receiving the Class Data from Defendant.

15 15. The Court approves as to form and content the Long Form Class Notice and  
16 Postcard Class Notice attached as Exhibits 1 and 2 to the Settlement Agreement, and  
17 Exhibits B and C to the Berenji Declaration. The Court finds that the distribution of the  
18 Notice in the manner set forth in this Order and the Settlement Agreement is the best notice  
19 practicable under the circumstances, and constitutes valid, due and sufficient notice to all  
20 members of the Class and PAGA Group, and LWDA, complying fully with the  
21 requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States  
22 Constitution, and any other applicable law, and shall constitute due and sufficient notice  
23 to all Class Members entitled thereto.

24 16. Any Class Member may request to be excluded from the Class and the Class  
25 Settlement by submitting a written Opt-Out Request in accordance with Section IV.5 of  
26 the Settlement Agreement and Section 8 of the Long Form Class Notice. An Opt-Out  
27 Request will be timely only if postmarked, emailed, or faxed to the Settlement  
28

1 Administrator no later than 60 days from the date the Settlement Administrator mails the  
2 Post Card Notices, except that in the instance where the Class Member's notice is remailed  
3 due to an updated address, the deadline will be extended by 14 days.

4 17. Any Class Member who submits a completed, signed, and timely written  
5 Opt-Out Request in accordance with the terms of the Settlement Agreement and Long  
6 Form Class Notice shall not be a member of the Settlement Class, shall be barred from  
7 participating in this Settlement, shall be barred from objecting to this Settlement, and shall  
8 receive no benefit from this Settlement, except that Class Members who are also PAGA  
9 Group Members will remain part of the PAGA Class and be subject to the PAGA Release.  
10 Class Members shall be bound by all provisions of the Settlement Agreement and shall  
11 release all Released Claims unless they submit a completed, signed, and timely Request  
12 for Exclusion. PAGA Group Members shall release all Released PAGA Claims against  
13 the Released Parties regardless of whether they submit an Opt-Out Request, in accordance  
14 with the terms of the Settlement Agreement.

15 18. Any Class Member wishing to object to this Settlement may do so in writing  
16 following the procedure set forth in Section IV.5 of the Settlement Agreement and Section  
17 9 of the Long Form Class Notice. An Objection will be timely only if postmarked, emailed,  
18 or faxed to the Settlement Administrator no later than 60 days from the date the Settlement  
19 Administrator mails the Post Card Notices, except that in the instance where the Class  
20 Member's notice is remailed due to an updated address, the deadline will be extended by  
21 14 days.

22 19. Any Class Member who has submitted a timely Objection in accordance with  
23 the procedures set forth in Section IV.5 of the Settlement Agreement and Section 9 of the  
24 Long Form Class Notice, may, but is not required to, appear himself or herself, or through  
25 counsel, at the Final Approval Hearing and object to the approval of the Settlement or the  
26 award of attorneys' fees and reimbursement of expenses to counsel.

27 20. Any Class Member who does not make his or her objection(s) in the manner  
28



1 so provided in the Settlement Agreement and Long Form Class Notice shall be deemed to  
2 have waived such objection(s) and shall forever be foreclosed from making any  
3 objection(s) to the fairness or adequacy of the proposed Settlement Agreement as  
4 incorporated in the Settlement Agreement and the award of attorneys' fees and  
5 reimbursement of expenses to counsel and the right to appeal any orders that are entered  
6 relating thereto, unless otherwise ordered by the Court.

7 **Final Approval Hearing**

8 21. The Final Fairness and Approval Hearing shall be held on  
9 [REDACTED], 2026 at 1:30 p.m., before the Honorable Otis D. Wright II, in  
10 Courtroom 5D of the United States District Court for the Central District of California,  
11 350 W. 1<sup>st</sup> Street, Los Angeles, CA 90012. At that time, the Court shall determine: (a)  
12 whether the proposed settlement of the Action on the terms and conditions provided for in  
13 the Settlement Agreement is fair, just, reasonable, and adequate and should be finally  
14 approved; (b) whether judgment as provided in the Settlement Agreement should be  
15 entered herein; (c) whether to approve Class Counsel's application for an award of  
16 attorneys' fees and costs, and the application for a Service Award to the Plaintiff; and (d)  
17 to hear any timely objections to the Settlement.

18 22. The Court reserves the right to adjourn the date of the Final Approval Hearing  
19 and any adjournment thereof without further notice to the Class Members and retains  
20 jurisdiction to consider all further applications arising out of or connected with the  
21 Settlement. The Court may approve the Settlement, with such modifications as may be  
22 agreed to by the Parties to the Settlement, if appropriate, without further notice to the  
23 Class.

24 23. Pending further order of this Court, all proceedings in this matter except those  
25 contemplated herein and in the Agreement are stayed and suspended until further order of  
26 this Court. Class Members are hereby enjoined from prosecuting the Released Class  
27 Claims against Defendants or the Released Parties. PAGA Group Members are hereby  
28



1 enjoined from prosecuting the Released PAGA Claims against Defendants or the Released  
2 Parties. This Order shall not constitute or be construed as a finding by the Court, or an  
3 admission on the part of Defendants or any of the Released Parties, of any fault or omission  
4 with respect to any claim or that this action is appropriate for class treatment for litigation  
5 purposes.

6  
7 IT IS SO ORDERED.

8  
9 Dated:

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Honorable Otis D. Wright II  
United States District Judge  
4933-8910-3761, v. 1

# Exhibit 4a

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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10

11  
12 KEITH HUCKABY, individually  
13 and on behalf of all other persons  
14 similarly situated, and on behalf of  
15 the general public,

16 Plaintiff,

17 v.

18 CRST EXPEDITED, INC., an  
19 Iowa corporation; CRST  
INTERNATIONAL, INC., an  
Iowa corporation; and DOES 1  
through 30, inclusive,

20 Defendants.  
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Case No. 2:21-cv-07766-ODW-PD

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

**Date:**

**Time:**

**Location:**

First Street U.S. Courthouse  
350 W. 1st Street, Courtroom 5D, 8th Floor,  
Los Angeles, CA 90012

Complaint Filed: August 9, 2021

Before the Court is Plaintiff Keith Huckaby’s Motion for Final Approval of Class Action and PAGA Settlement (“Motion for Final Approval”), which seeks final Court approval of the Parties’ settlement of this action on the terms set forth in the Settlement Agreement and Release of Claims (“Settlement Agreement”).

The Court has reviewed and considered the terms and conditions of the proposed Settlement as set forth in the Settlement Agreement, the notice of the proposed Settlement to the Settlement Class, and PAGA Group Members, and Labor and Workforce Development Agency (LWDA), the Declarations of the Settlement Administrator, the Class Representative, and Class Counsel, and the papers and pleadings on file in this action.

The Court has jurisdiction to consider the Motion for Final Approval and the relief requested therein, and venue is proper before the Court. Now, after due deliberation, and good and sufficient cause appearing, IT IS HEREBY ORDERED THAT:

1. The Court hereby GRANTS full and final approval of the terms and conditions contained in the Settlement Agreement between Plaintiff Keith Huckaby and Defendants CRST Expedited, Inc. and CRST International, Inc., and the Settlement Agreement is hereby fully and finally approved and shall be carried out and effectuated according to its terms and this order.

2. The capitalized terms in this Order shall have the same meaning as in the Class Action Settlement Agreement entered to between the parties.

3. The Court finds that the Gross Settlement Amount of Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) and the terms and conditions set forth in the Settlement Agreement are fair, reasonable, and adequate and in the best interest of the Class (defined below). The Court has thoroughly considered Plaintiff’s Motion for Final Approval of the proposed Class Action and PAGA Settlement. The Court has weighed whether the Class Representative and Class Counsel have adequately represented the Class; whether the proposal was negotiated at arm's length; whether the relief provided for the Class and PAGA Group Members is adequate, taking into account the costs, risks,

and delay of trial and appeal, the effectiveness of the proposed method of distributing relief to the Class and PAGA Members (including the method of processing class-member awards), and the terms of the proposed award of attorney's fees and costs (including timing of payment); and whether the proposal treats Class Members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2); *see also* *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982); *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). The Court concludes based on these factors, as well as the terms of the settlement itself and the history of the arms-length negotiations that resulted in an agreement of these terms, that the settlement passes muster under Federal Rule of Civil Procedure 23(e)(2) and is “fair, adequate, and reasonable.” *Staton*, 327 F.3d at 959.

### **Class Certification**

4. On October 3, 2022, this Court certified the Amended Piece-Rate Class defined as “all current and former employees that had a residential address in California and performed work as a truck driver for CRST Expedited, Inc. (“CA Truck Drivers”) and were compensated by a piece-rate from August 9, 2017, through the date of final disposition of this action, excluding the participants in the settlement of *Montoya v. CRST Expedited, Inc.*, Case No. 16-cv-10095-PBS (D. Mass.).” Order, Dkt. 60, at 18:8-13. On April 10, 2023, the Court amended the class definition to provide an end date of the class period of April 10, 2023. *See* Order, Dkt. 86, at 8:4-22. On April 1, 2025, after the close of discovery, the Court denied Defendants’ motion for class decertification. *See* Order, Dkt. 136, at 17:22-22:5.

5. On March \_\_, 2026, the Court conditionally certified the following Settlement Class for purposes of effectuating the proposed Settlement:

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

7. For the reasons discussed in the foregoing Orders, the Court finds for settlement purposes, that the requirements of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure are satisfied. For the purposes of facilitating the Settlement, the Court designates Plaintiff Keith Huckaby as Class Representative under Fed. R. Civ. P. 23(a)(4). Also, for the purpose of facilitating the settlement, the Court designates Shadie L. Berenji of Berenji Law Firm, APC, and Joshua G. Konecky of Schneider Wallace Cottrell Kim LLP, as Class Counsel under Federal Rule Civil Procedure 23(a)(4) and (g)(1).

8. The Court finds that: (1) the Class Representative and Class Counsel have adequately represented the class; (2) the proposed Settlement was negotiated at arm's length; (3) the relief provided for the class is adequate, taking into account the costs, risks, and delay of trial and appeal, the effectiveness of the proposed method of distributing relief to the class, including the method of processing class-member claims, and the terms of the proposed award of attorneys' fees and costs, including timing of payment; and (4) the proposed Settlement treats Class Members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2).

9. The Court finds the parties conducted sufficient investigation, discovery, depositions, research, and analysis to enable them to reasonably evaluate the strengths, risks and merits for class certification, the underlying merits of the legal claims, and the range of potential damages. The Court similarly finds that the Settlement is the result of informed, serious, and non-collusive negotiations between the Parties. The Court also

finds that the settlement amount is fair, adequate, and reasonable to both the Class Members and PAGA Group Members when balanced against the potential outcome of further litigation relating to class liability issues, damages issues, the extraterritorial application of California law, the issue of class certification, and potential appeals. Further, the Court finds that settlement at this stage will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation through trial and appeals. For all these reasons, the Court concludes that the Settlement is “fair, adequate, and reasonable.” *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003); *see also* Order Granting Preliminary Approval, Dkt. \_\_\_\_.

10. The Court further finds that the settlement of the Private Attorneys’ General Act (PAGA) claims are “fundamentally fair, adequate, and reasonable in light of PAGA’s policies and purposes.” *See Jordan v. NCI Group., Inc.*, Case No. EDCV 16-1701 JVS (SPx), 2018 WL 1409590, \*2 (C.D. Cal. Jan. 5, 2018) (citing cases). As demonstrated by Class Counsel’s Declarations, the PAGA claims were negotiated at arms-length and with a sufficient information base, and Class Counsel’s exposure and risk analyses were reasonable.

11. The parties’ agreement to allocate five percent of the Gross Settlement Amount (\$725,000) to PAGA is also reasonable. *See, e.g., McKenzie v. Fed. Express Corp.*, CV 10-02420 GAF (PLAx), 2012 WL 12882124, at \*5 (C.D. Cal. Jan. 23, 2012) (collecting cases).

### **Class Notice**

12. The Court confirms its previous appointment of Kroll Settlement Administration as the Settlement Administrator.

13. The Court finds that due and proper notice of the Settlement was provided to the Class and PAGA Group Members, including notice of the right to object to the proposed Settlement, the right to opt out, the right to dispute CRST’s records of their workweeks and pay periods, the right to appear and be heard in person or by counsel at the Fairness Hearing, and the right to object to Plaintiff’s application for attorneys’ fees



1 and costs and/or for a service award. The Court finds that the notice provided was the  
2 best means of providing notice to the Class Members under the circumstances. The Court  
3 further finds that it was due and sufficient notice of the Settlement and the Fairness  
4 Hearing to the persons affected by and/or entitled to participate in the Settlement or the  
5 Fairness Hearing, in full compliance with the requirements of due process and Federal  
6 Rule of Civil Procedure 23(c)(2)(B), (e)(1), and (h)(1).

7 14. The Court finds based on the Declaration of the Settlement Administrator  
8 that [no Class Members] [\_\_\_ Class Members] have objected to the settlement, attorneys'  
9 fees and costs, or the service award. [If there are objections, insert ruling on same].

10 15. The Court finds based on the Declaration of the Settlement Administrator  
11 that [no Class Members] [\_\_\_ Class Members] have disputed their Class Workweeks  
12 and/or PAGA Pay Periods for calculating the settlement awards. [If there are disputes,  
13 insert description of Administrator's resolution of same]

14 16. The Court finds based on the Declaration of the Settlement Administrator  
15 that [no Class Members] [\_\_\_ Class Members] have requested to opt out of the Settlement.  
16 [If there are opt outs, insert number of opt outs, that they are identified by the Class  
17 Member ID as maintained by the Settlement Administrator, that they are not participating  
18 in the Settlement, will not receive Individual Settlement Payment or be bound by the  
19 Class Settlement, although they will be bound by the PAGA Release.]

20 17. By separate Order, the Court awards reasonable attorneys' fees and costs to  
21 Plaintiff's counsel and a service award to Plaintiff.

22 18. The Court approves payment to the Settlement Administrator, Kroll  
23 Settlement Administration, of \$\_\_\_\_\_ out of the Gross Settlement Amount,  
24 based on the Declaration of \_\_\_\_\_ verifying the Administrator's reasonable  
25 fees and costs in fulfilling the settlement administration in this case. In the event of a  
26 second or third settlement distributions and/or additional, unanticipated administration  
27 costs, Plaintiff and/or the Settlement Administrator may petition the Court for the  
28 payment of additional costs incurred to administer the Settlement.

1           19. The Court finds that the terms of the Settlement Agreement are fair,  
2 reasonable, and adequate and are hereby approved on a final basis pursuant to Federal  
3 Rule of Civil Procedure 23(e). Specifically, the Court approves in full the Settlement  
4 Agreement, attached as Exhibit A to the Declaration of Shadie Berenji In Support of  
5 Motions for Final Approval, Service Award, and Reasonable Attorneys' Fees and Costs.  
6 The Parties shall comply with and implement the Settlement Agreement according to its  
7 terms.

8           20. By this Order, (1) each of the Settlement Class Members who have not  
9 submitted a valid and timely Opt-Out Request pursuant to Section IV.3 of the Settlement  
10 Agreement and Long Form Class Notice shall be deemed to have fully, finally, and  
11 forever released, relinquished, and discharged all Released Class Claims against the  
12 Released Parties upon the Effective Date, as defined in the Settlement Agreement; (2)  
13 each of the PAGA Group Members shall be deemed to have fully, finally, and forever  
14 released, relinquished, and discharged all Released PAGA Claims against the Released  
15 Parties upon the Effective Date, as defined in the Settlement Agreement; and (3) Plaintiff  
16 shall also be deemed to have fully, finally, and forever released all claims, known or  
17 unknown, against the Released Parties upon the Effective Date, as set forth in the  
18 Settlement Agreement.

19           21. Neither the Settlement Agreement nor the Settlement contained therein, nor  
20 any act performed or document executed pursuant to or in furtherance of the Settlement  
21 Agreement or the Settlement (i) is or may be deemed to be or may be used as an admission  
22 of, or evidence of, the validity of any Released Class Claim or Released PAGA Claim,  
23 or of any wrongdoing or liability of Defendants or any of the Released Parties; (ii) is or  
24 may be deemed to be or may be used as an admission of, or evidence of, any fault or  
25 omission of Defendants or any of the Released Parties in any civil, criminal, or  
26 administrative proceeding in any court, administrative agency, or other tribunal.  
27 Defendants or any of the Released Parties may file the Settlement Agreement and/or the  
28 Judgment from this Action in any other action that may be brought against it or them in

order to support a defense or counterclaim based on principles 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.

22. The Court retains continuing jurisdiction as to all matters relating to the administration and consummation of the settlement as provided in the Settlement Agreement and all other matters covered in this order and the final judgment to be entered in this matter.

23. Nothing in this order shall preclude any action to enforce Defendants' obligations under the Settlement Agreement, including the requirement that it make payments to the Class in accordance with the terms of the Settlement Agreement

24. The Court will separately enter a Judgment and Dismissal of this Action, subject to the Court's continuing jurisdiction and consistent with the terms of this Order.

IT IS SO ORDERED.

Dated:

Honorable Otis D. Wright II  
United States District Judge  
4934-4440-4114, v. 1

# Exhibit 4b

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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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12 KEITH HUCKABY, individually  
13 and on behalf of all other persons  
14 similarly situated, and on behalf of  
15 the general public,

16 Plaintiff,

17 v.

18 CRST EXPEDITED, INC., an  
19 Iowa corporation; CRST  
INTERNATIONAL, INC., an  
Iowa corporation; and DOES 1  
through 30, inclusive,

20 Defendants.  
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Case No. 2:21-cv-07766-ODW-PD

**[PROPOSED] FINAL JUDGMENT**

Complaint Filed: August 9, 2021

After holding a final fairness hearing on \_\_\_\_\_, 2026, the Court granted Plaintiff's Motion for Final Approval of the Class Action and PAGA Settlement, Plaintiff's Motion for Attorneys' Fees and Cost, and Plaintiff's Motion for a Service Award for the Class Representative. *See* Order, filed \_\_\_\_\_, 2026 (Dkt. \_\_) ("Final Approval Order").

As discussed in the Final Approval Order, this action has been settled in its entirety and the following Orders have been made regarding the Class Action and PAGA Settlement ("Settlement"), and related matters:

1. The Court has GRANTED certification of the Settlement Class for the reasons discussed in the Court's Preliminary and Final Approval Orders. The Settlement Class is defined as:

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

2. The Court has GRANTED final approval of the Settlement as fair, adequate and reasonable, for the reasons discussed in the Final Approval Order. The Court has APPROVED distribution of the Gross Settlement Fund in the manner set forth in the Settlement Agreement, and the Court's Preliminary and Final Approval Orders;

3. The Court has APPROVED a PAGA Payment of \$725,000 for the reasons discussed in the Final Approval Order;

4. The Court has GRANTED the \$\_\_\_\_\_ in administration costs requested by Kroll Settlement Administration for the reasons discussed in the Final Approval Order;<sup>1</sup>

<sup>1</sup> In the event of a second or third settlement distributions and/or additional, unanticipated administration costs, Plaintiff and/or the Settlement Administrator may petition the Court for the payment of additional costs incurred to administer the Settlement. Any such costs shall be paid from the Gross Settlement Fund,

5. The Court has GRANTED a Service Award of \$\_\_\_\_\_ to the named-  
Plaintiff and Class Representative, Plaintiff Keith Huckaby, for the reasons discussed in  
the Final Approval Order;

6. The Court has GRANTED attorneys' fees of \$\_\_\_\_\_, plus  
reimbursement of attorneys' litigation costs and expenses of \$\_\_\_\_\_, as  
reasonable for the reasons discussed in the Final Approval Order; and

Accordingly, pursuant to Federal Rule of Civil Procedure 58, and subject to the  
Court's continuing jurisdiction with respect to any issues that may arise as to the  
implementation of the Settlement and related matters, this action is dismissed with  
prejudice and the Clerk of the Court is directed to enter this Final Judgment.

IT IS SO ORDERED.

Dated:

\_\_\_\_\_  
Honorable Otis D. Wright II  
United States District Judge

\_\_\_\_\_  
as the Gross Settlement Amount represents the all-inclusive, maximum amount CRST is required to pay  
to effectuate this Settlement, pursuant to the Settlement Agreement's terms.