

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CURTIS MARKSON, MARK
MCGEORGE, CLOIS MCCLENDON,
and ERIC CLARK, individuals on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

CRST INTERNATIONAL, INC.; CRST
EXPEDITED, INC.; C.R. ENGLAND,
INC.; WESTERN EXPRESS, INC.;
SCHNEIDER NATIONAL CARRIERS,
INC.; SOUTHERN REFRIGERATED
TRANSPORT, INC.; COVENANT
TRANSPORT, INC.; PASCHALL
TRUCK LINES, INC.; STEVENS
TRANSPORT, INC.; and DOES 1 TO
10,

Defendants.

Case Number: 5:17-cv-01261-SB (SPx)

**Final Judgment as to Defendants
CRST International, Inc., CRST
Expedited, Inc., and C.R. England, Inc.**

ORDER

1
2 The Court, having granted final approval of the Class Action Settlements
3 between Plaintiffs Curtis Markson, Mark McGeorge, Clois McClendon, And Eric
4 Clark (Plaintiffs) and Defendants CRST International, Inc., CRST Expedited, Inc., and
5 C.R. England, Inc. (Settling Defendants., and together with Plaintiffs, the Settling
6 Parties) hereby enters FINAL JUDGMENT in this action, and ORDERS, ADJUDGES,
7 AND DECREES as follows:

8 1. This Final Judgment incorporates by reference the definitions in the Order
9 Granting Motion for Final Approval of Class Action Settlement Agreement and
10 Partially Granting Motion for Attorneys Fees and Costs (Dkt. 724) (the Final Approval
11 Order) and in the Settlement Agreement between Plaintiffs and C.R. England, Inc.
12 (Dkt. No. 694-2 at 17) (the CRE Settlement), and the Settlement Agreement between
13 Plaintiffs and CRST International, Inc. and CRST Expedited, Inc. (Dkt. No. 694-2 at
14 50) (the CRST Settlement, and together with the CRE Settlement, the Settlements).
15 All terms used in this Final Judgment, unless otherwise defined, shall have the same
16 meanings given to those terms in the Settlements.

17 2. All Settlement Class Members, except those listed in Paragraph 3 below,
18 are hereby bound by the Final Approval Order and this Final Judgment as to the
19 Settling Defendants. The Classes consist of the CRE Settlement Class, the CRST
20 Antitrust Subclass, and the CRST Labor Code Subclass, as follows:

21 The CRE Settlement Class is defined as: “[A]ll current and former drivers
22 ‘Under Contract’ . . . as motor vehicle carrier drivers with CRST International,
23 Inc., CRST Expedited, Inc., C.R. England, Inc., Western Express, Inc.,
24 Schneider National Carriers, Inc., Southern Refrigerated Transport, Inc.,
25 Covenant Transport, Inc., Paschall Truck Lines, Inc., and Stevens Transport,
26 Inc., at any time from May 15, 2013 through April 1, 2022.” The phrase “Under
27 Contract” is defined to mean: “[I]ndividuals who executed an agreement with a
28 Defendant in which the person agreed, and became obligated to work, for that

1 Defendant for a specified period of time in return for a commercial driver’s
2 license education or other training provided by, funded by, or reimbursed by that
3 Defendant and who was employed by that Defendant pursuant to that agreement
4 at any time between May 15, 2013 and April 1, 2022.”

5 The CRST Antitrust Subclass is defined as all current and former drivers “Under
6 Contract” as motor vehicle carrier drivers with CRST, C.R. England, Western
7 Express, Inc., Schneider National Carriers, Inc., Southern Refrigerated
8 Transport, Inc., Covenant Transport, Inc., Paschall Truck Lines, Inc., or Stevens
9 Transport, Inc., at any time from May 15, 2013, through April 1, 2022. The
10 phrase “Under Contract” is defined to mean “all natural persons in the United
11 States who executed an agreement with any Defendant in which the person
12 agreed to work for any Defendant for a specified period of time in return for
13 training provided by, funded by, or reimbursed by that Defendant and who was
14 employed by that Defendant between May 15, 2013 through April 1, 2022.”

15 The CRST Labor Code Subclass is defined as: “[A]ll persons who (1) signed a
16 Pre-Employment Driver Training Agreement and/or Driver Employment
17 Contract with the CRST Defendants, (2) participated in the CRST Defendants’
18 Driver Training Program in California, and (3) were charged for their DOT
19 physical, DOT drug screening, administrative fees, and/or a contract fee after
20 failing to complete their contractually required 8- to 10-month employment
21 term, at any time between May 15, 2013 through April [1], 2022.”

22 3. The following individuals have timely and validly requested exclusion
23 from the Settlements and the Settlement Classes and are therefore not bound by this
24 final judgment: Hailiegh L. Pinske, Aaron Pinske, Mothana Hussein, Leng David,
25 Ruben Casarez, Sabrina Fordyce, Mekonnen Kebede, Donta Hines, Cheryl Johnson,
26 Ryan Helling, Otis Dean, Patrick Murphy, Syed Uzair, Brian Swain, and Carlos
27 Udave.
28

1 4. For settlement purposes, the Court finds that Federal Rule of Civil
2 Procedure Rule 23 has been satisfied. The Court finds that, for settlement purposes,
3 Plaintiffs have satisfied the requirements of Rule 23(a) and (b)(3). *See Amchem*
4 *Products Inc. v. Windsor*, 521 U.S. 591 (1997).

5 5. The terms of the Settlements and this Final Judgment as to the Settling
6 Defendants are binding on Plaintiffs and all other Settlement Class Members (except
7 for the 15 individuals who timely excluded themselves from the Settlements and the
8 Settlement Classes, defined above in Paragraph 3), as well as their heirs, executors and
9 administrators, successors, and assigns. All remaining Settlement Class Members are
10 bound by the Release of Defendants as set forth in the Settlements.

11 6. In accordance with the Final Approval Order, the Court hereby approves
12 the Settlements, including attorneys' fees of 25% of the total \$2,125,000 settlement
13 amount (i.e., \$531,250), litigation costs in the total amount of \$473,629.87; service
14 awards in the amount of \$1,500 to each of the four named Plaintiffs; settlement
15 administration costs in the amount of \$303,500; and the LWDA's share of the
16 allocated PAGA penalties in the amount of \$37,500. The Court hereby orders the
17 Settlement Administrator to distribute the individual settlement amounts to the
18 participating Class Members in accordance with the provisions of the Settlement
19 Agreements.

20 7. The Court finds that all of the notice requirements of Class Action
21 Fairness Act (CAFA) set forth in 28 U.S.C. § 1715 have been satisfied. Defendants
22 CRST International, Inc. and CRST Expedited, Inc. promulgated the notice required by
23 CAFA on November 4, 2022 (Dkt. No. 709); Defendant C.R. England, Inc.
24 promulgated the notice required by CAFA on November 2, 2022 (Dkt. No. 710).

25 8. Any checks paid to Settlement Class Members shall advise that they will
26 remain valid and negotiable for 180 calendar days from the date of their issuance and
27 may thereafter automatically be canceled if not cashed by a Settlement Class Member
28 within that time, at which time the Settlement Class Member's check will be deemed

1 void and have no further force and effect. Any Settlement Class Member's failure to
2 negotiate and/or cash any such check will not abrogate or affect that Settlement Class
3 Member's releases pursuant to the Settlements. The funds associated with any checks
4 which are not timely negotiated will be paid to an appropriate cy pres beneficiary.

5 9. Following entry of this Final Judgment, the Court will dismiss the Settling
6 Defendants from this action with prejudice. Although the Settling Defendants will be
7 dismissed from this action with prejudice, the Court shall maintain continuing
8 jurisdiction over the Settling Defendants and the settlement funds for purposes of
9 enforcing the terms of the Settlements, the Final Approval Order, and this Final
10 Judgment, and/or making further orders regarding the disbursement of funds associated
11 with uncashed settlement checks, notwithstanding the entry of the dismissal order and
12 final judgment.

13 10. FINAL JUDGMENT is hereby entered on the Settlements as to the
14 Settling Defendants. Without affecting the finality of this final approval order and
15 final judgment in any way, this Court hereby retains continuing jurisdiction over the
16 interpretation, implementation and enforcement of the Settlement, the Settlement
17 Agreements, and all orders and judgments entered in connection therewith.

18 11. The Court further FINDS, under Federal Rule of Civil Procedure 54(b),
19 that there is no just reason for delay and therefore DIRECTS that the dismissal of
20 Defendants C.R. England, Inc., CRST International, Inc. and CRST Expedited, Inc.
21 shall be final.

22 12. Notwithstanding the dismissal of the Settling Defendants, the Court
23 retains continuing jurisdiction over the Plaintiffs and the Settling Defendants and the
24 settlement funds for purposes of effectuating the Settlement Agreements and
25 distributing the settlement fund.

26 13. After settlement administration has been completed in accordance with
27 the Settlement Agreements, and in no event later than November 30, 2023 (i.e., after
28 the date on which all individual settlement funds have been mailed to the Class

1 Members, and the check-cashing deadline has expired), Plaintiffs shall file a report
2 with this Court certifying compliance with the terms of each respective Settlement
3 Agreement, and proposing appropriate actions to be taken for any remaining funds due
4 to uncashed settlement checks.

5 IT IS SO ORDERED.

6 Dated: February 23, 2023



7 _____
8 Stanley Blumenfeld, Jr.
9 United States District Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28