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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ROBERT MOSS; and JAMIEL
WATKINS, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

USF REDDAWAY, INC.,

Defendant.

Case No. 5:15-CV-01541-JAK-FFM

FINAL JUDGMENT

JS-6

1 The Court, having granted final approval of the Class Action Settlement (the
2 “Settlement”) between ROBERT MOSS and JAMIEL WATKINS (collectively,
3 “Plaintiffs”) and USF REDDAWAY INC. (“Defendant”), through its Order Granting
4 Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for
5 Attorneys’ Fees and Costs (the “Final Approval Order”), hereby **ORDERS,**
6 **ADJUDGES, AND DECREES** as follows:

7 1. Final Judgment in this matter is entered in accordance with the
8 Settlement and the Final Approval Order. Unless otherwise provided herein, all
9 capitalized terms used herein shall have the same meaning as defined in the
10 Settlement.

11 2. All Class Members are hereby bound by the Final Approval Order.

12 3. The Court has personal jurisdiction over all members of the settlement
13 “Class” and Subclasses as defined in the Settlement, and the Final Approval Order,
14 and the Court has subject matter jurisdiction to approve the Settlement (including all
15 Exhibits and the Amendment thereto). The Settlement, including the definitions
16 applicable to the Settlement, is incorporated by reference into this Final Judgment.

17 4. The terms of the Settlement and Final Judgment are binding on Plaintiffs
18 and all other Class Members, as well as their heirs, executors and administrators,
19 successors and assigns, and those terms shall have *res judicata*, collateral estoppel and
20 all other preclusive effect in all pending and future claims, lawsuits or other
21 proceedings (governmental, administrative, regulatory or otherwise), including all
22 forms of alternative dispute resolution, maintained by or on behalf of any such
23 persons, to the extent those claims, lawsuits or other proceedings involve matters that
24 have been raised in this Action as provided by the Settlement. No Class Members
25 timely excluded themselves from the Class, and thus all Class Members are bound by
26 the Release of the Released Parties as set forth in the Settlement.

27 5. In accordance with the Settlement, as of the Effective Date (as defined in
28 the Settlement), Plaintiff and all Class Members are deemed to have conclusively

1 released Defendant and each of its past or present officers, directors, shareholders,
2 employees, agents, principals, heirs, representatives, accountants, auditors,
3 consultants, insurers and reinsurers, and their respective successors and predecessors
4 in interest, subsidiaries, affiliates, parent companies and attorneys, and/or any
5 individual or entity which could be jointly liable with Defendant (the “Released
6 Parties”) from any and all liabilities, demands, claims, causes of action, complaints
7 and obligations, whether known or unknown, against the Released Parties arising
8 during the Class Period that are or that could have been pled in the initial Complaint
9 or the operative First Amended Complaint (“FAC”), based on the facts alleged in the
10 causes of action in the Complaint and/or FAC, relating to the payment or non-
11 payment of wages and alleging violations of federal, state or local law or
12 administrative order, including Industrial Welfare Commission Wage Order No.9,
13 sections 11 and 12 and California Labor Code sections 201, 202, 203, 204, 226, 226.2,
14 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 2698-2699, including the failure to
15 pay wages for hours worked, minimum wage claims, rest break violations, waiting
16 time penalties, wage statement claims, Unfair Competition Law violations, PAGA
17 penalties and any other claims whatsoever that were alleged in the Action or which
18 arise out of or directly or indirectly relate to such facts alleged in this Action,
19 including without limitation all related claims for restitution and other equitable relief,
20 conversion, liquidated damages, punitive damages and any other related claims and/or
21 penalties of any nature whatsoever.

22 6. Notwithstanding the foregoing, if any Class or Subclass Members also
23 worked at any time for YRC Inc. d/b/a YRC Freight, then their claims for time spent
24 working for YRC Inc. d/b/a YRC Freight as alleged in the pending case of *Hogue v.*
25 *YRC Inc.*, Case No. 5:16-cv-01338-CJC-JEM (C.D. Cal.) are not released by this
26 Settlement Agreement. Furthermore, the Settlement shall not release any person, party
27 or entity from claims, if any, by Class Members for workers’ compensation,
28 unemployment, or disability benefits of any nature, nor does it release any claims,

1 actions, or causes of action which may be possessed by Class Members under state or
2 federal discrimination statutes, including, without limitation, the Cal. Fair
3 Employment and Housing Act, the Cal. Government Code § 12940, et seq.; the Unruh
4 Civil Rights Act, the Cal. Civil Code §51, et seq.; the California Constitution; Title
5 VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans with
6 Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement
7 Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; and all of their
8 implementing regulations and interpretive guidelines.

9 7. The Court finds that all notice requirements of the Class Action Fairness
10 Act (“CAFA”) have been satisfied. The Settlement Administrator promulgated the
11 notice required by CAFA on or around January 9, 2018. CAFA provides that “[a]n
12 order giving final approval of a proposed settlement may not be issued earlier than 90
13 days after the requisite notice is provided.” 28 U.S.C. § 1715(d). Here the requisite
14 time has passed since service of the notice for the Court to issue this Final Judgment.

15 8. In accordance with the Final Approval Order, Plaintiffs shall be paid
16 Class Representative Incentive Awards of \$14,000 each (\$28,000 in total) in the
17 manner provided by the Settlement.

18 9. Plaintiffs’ counsel shall be paid Attorneys’ Fees in the amount of
19 \$737,500.00 in fees and costs in the amount of \$24,471.62 in the manner provided by
20 the Settlement.

21 10. The Settlement Administrator, CPT Group, Inc. shall be paid \$12,500 as
22 administration fees in accordance with the terms of the Settlement.

23 11. The Court orders that \$75,000 shall be allocated as payment for penalties
24 under the California Labor Code Private Attorney Generals Act (“PAGA”), 75% of
25 which (i.e. \$56,250) shall be paid to the California Labor and Workforce
26 Development Agency (“LWDA”) for its portion of the PAGA penalties pursuant to
27 Cal. Labor Code sections 2698-2699.

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1 12. The Court finds that proper notice of the Final Approval Order was
2 provided to the LWDA in accordance with PAGA, Labor Code § 2699(k)(3).

3 13. Any checks paid to Settlement Participants shall advise that they will
4 remain valid and negotiable for ninety (90) calendar days from the date of their
5 issuance and may thereafter automatically be canceled if not cashed by a Settlement
6 Participant within that time, at which time the Settlement Participant's check will be
7 deemed void and have no further force and effect. Any Settlement Participant's failure
8 to negotiate and/or cash any such check will not abrogate or affect that Settlement
9 Participant's waivers or releases under this Settlement. The funds associated with any
10 checks which are not timely negotiated will be paid to the State of California's
11 Department of Industrial Relations' Unclaimed Wage Fund in the name of the
12 Settlement Participant(s) who did not cash their check.

13 14. The Court shall maintain jurisdiction over this action for one (1) year
14 from the date of entry of this Final Judgment for purposes of enforcing the terms of
15 the Settlement.

16 **IT IS SO ORDERED.**

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18 Dated: August 2, 2018



19 JOHN A. KRONSTADT
20 UNITED STATES DISTRICT JUDGE
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