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18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

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

24 Plaintiff,

25 v.

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

Defendants.

Case No. 2:21-cv-07766-ODW-PD
Assigned to Hon. Otis D. Wright, II

**PLAINTIFF'S STATEMENT OF
UNCONTROVERTED FACTS IN
SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT**

Pre-Trial Conference: October 28, 2024
Trial: November 19, 2024

Plaintiff KEITH HUCKABY and the Amended Piece-Rate Class hereby submit, pursuant to Local Rule 56-1, their Statement of Uncontroverted Facts, with references to supporting evidence, in support of their Motion for Partial Summary Judgment.

The following uncontroverted facts are applicable to all issues submitted as being without controversy:

STATEMENT OF UNCONTROVERTED FACTS

	UNCONTROVERTED FACTS	SUPPORTING EVIDENCE
1.	CRST is an interstate transportation company that employs truck drivers to pick up and drive trailers throughout the United States.	Brueck ¹ : 34:15-20; Exhibit ² (“Ex.”) 1 at CRSTF000005 (“Over-The-Road Driver Job Description”); Ex. 15 at CRSTF397843 – 397844 (“CRST Job Description”); Ex. 2 at CRSTF000257 (“Getting Started with CRST!” Manual); Ex. 3 at CRSTF000386 (2020 “Safety and Operations Handbook”); Ex. 4 at CRSTF390413 (2019 “Recruiting Manual”); Huckaby: 68:5-7; Linson:

¹ Unless otherwise noted, all deposition testimony cited herein will be referenced as “[Deponent’s Last Name]:[page]:[lines].”

² Unless otherwise notes, all exhibits cited herein will be referenced in the Declaration of Shadie L. Berenji and attached to the Compendium of Exhibits in Support of Plaintiff’s Motion for Partial Summary Judgment filed concurrently herewith.

1		31:16-25.
2		
3	2.	CRST is in the expedited freight business, Ex. 2 at CRSTF000257; Ex. 3
4		which involves quickly transporting trailers at CRST000386; Ex. 4 at
5		with freight over long distances. CRST390455.
6		
7	3.	CRST represents that it leads the industry Ex. 2 at CRSTF000250, 257;
8		with an average length of haul of Ex. 4 at CRSTF390455.
9		approximately 1,400 to 1,500 miles.
10		
11	4.	From August 9, 2017 to April 10, 2023, Joint Stipulation for Court to
12		CRST employed more than 4,512 Approve Issuance of Class
13		employees that had a residential address in Notice to Additional Class
14		California and performed work as a truck Members, ECF No. 104, ¶¶ 4-
15		driver for CRST and who were compensated 5; Order Approving Content
16		by a piece rate (“Class Members”). and Procedures for Class
17		Notice, ECF No. 93, ¶ 5.
18		
19	5.	Class Members exclude participants in the Order Granting in Part and
20		settlement in <i>Montoya v. CRST Expedited</i> , Denying in Part Motion to
21		<i>Inc.</i> , Case No. 16-cv-10095-PBS (D. Mass) Certify Class, ECF No. 60, p.
22		(“ <i>Montoya</i> ”). 18:11-13.
23		
24	6.	CRST hires twenty (20) to thirty (30) truck Ex. 6 at CRSTF391595
25		drivers a week in California. [Deposition of CRST’s
26		Federal Rule of Civil
27		Procedure (“Rule”) 30(b)(6)
28		witness, Chad Brueck, in

		<i>Markson v. CRST Int'l</i> , No. 5:17-cv-01261-RGK (C.D. Cal.) (“ <i>Markson</i> ”) at p. 16:4-10].
7.	From April 6, 2016 through February 29, 2024, CRST hired 13,669 California-resident truck drivers.	CRST’s Class Action Fairness Act Settlement Notice in <i>Leuzinger, et al. v. Gardner Trucking, Inc., et al.</i> , No. 4:21-cv-04952, (N.D. Cal. June 4, 2024), ECF No. 111-7, ¶ 3.
8.	CRST operated a trucking terminal in Jurupa Valley, California, which was known as CRST’s “Riverside Terminal.”	Ex. 7 at CRSTF000041; Brueck: 26:13-18, 31:17-32:6.
9.	The Riverside Terminal is the location in which CRST conducted the hiring process, onboarding, and training for Class Members.	Ex. 7 at CRSTF000041, 71; Declaration of Keith Huckaby in Support of Plaintiff’s Motion for Class Certification (“Huckaby Decl.”), ECF No. 41-2, ¶¶ 6-7; Brueck: 32:7-14.
10.	CRST’s nearest terminal outside of California was in Oklahoma City, Oklahoma.	Brueck: 30:25-31:2; Ex. 4 at CRSTF390437.

11.	Class Members utilized the Riverside Terminal to retrieve and park their assigned CRST truck during their time off from work, also known as “Home Time.”	Ex. 9 at CRSTF000489, 631 (2018 “Safety and Operations Handbook”); Ex. 2 at CRSTF000257; Huckaby Decl., ECF No. 41-2, ¶ 9.
12.	Class Members also utilized the Riverside Terminal to conduct maintenance and/or repairs on their assigned CRST truck.	Brueck: 64:15-21.
13.	Class Members began their trip by picking up their assigned truck from CRST’s Riverside Terminal or a <i>local</i> CRST-approved parking lot. Then, when the drivers returned to their home in California, they ended their trip by dropping off the truck at CRST’s Riverside Terminal or a <i>local</i> CRST-approved parking lot.	Ex. 9 at CRSTF000489; Huckaby Decl., ECF No. 41-2, ¶¶ 8-9; Brueck: 31:17- 32:6.
14.	During the Class Members’ employment, CRST provided them with the following notices and training that were mandated by the State of California for California residents: California’s Labor Code section 2810.5 written notice for new hires, and discrimination and harassment training under California Law.	Ex. 10 at CRSTF000061; Ex. 11 at CRSTF000356-369 (“Driver Handbook”); Ex. 12 at CRSTF000650-653; Huckaby Decl., ECF No. 41-2, ¶ 9.

15.	CRST also provided the Class Members with its “Driver Employee Handbook” that included an “Addendum For Employees Residing In California,” wherein it advised the Class Members that various California laws applied to their employment, including but not limited to, state overtime laws, meal and rest period laws, paid sick leave, California Family Rights Act, and various leave of absence laws (e.g., crime victims, organ donations, civil air patrol for California wing of the Civil Auxiliary of the United States Air Force).	Ex. 11 at CRSTF000356-369.
16.	During the Class Members’ employment, CRST subjected Class Members to California State income tax.	Ex. 13 at CRSTF 000378-379 (Plaintiff’s W-2).
17.	CRST required all the Class Members to obtain a Class A Commercial Drivers License (CDL) from the State of California.	Ex. 37 at CRSTF402998.
18.	CRST’s operations and its drivers are subject to the Department of Transportation (“DOT”) regulations, including regulations that impact the maximum number of hours a truck driver may drive.	Ex. 3 at CRSTF000392; Ex. 14 at CRSTF330964; Ex. 9 at CRSTF000553; Ex. 15 at CRSTF397843-844; Acosta-Garcia: 49:7-13; Akins: 25:4-7; Aldana: 36:21-25;

		McGlothen: 20:20-23; Huckaby: 50:1-11; Rainwater: 25:17-24.
19.	CRST listed the state of “California” in the Class Members’ driver’s logs.	Ex. 17 at CRSTF000205 (Plaintiff’s DOT Log).
20.	DOT mandates that a truck driver may only be logged as on-duty under DOT Hours-of-Service Regulations for a maximum of fourteen hours at a time.	Ex. 3 at CRSTF000392; Ex. 14 at CRSTF330964 (2016 CRST “Training Guide”); Ex. 9 at CRSTF000553; Akins: 66:14-16; Aldana: 43:3-18; McGlothen: 34:8-15.
21.	Within this fourteen-hour period, a truck driver may only drive for a total of eleven hours; the remaining three hours may be spent taking care of non-driving responsibilities.	Ex. 3 at CRSTF000392; Ex. 14 at CRSTF330964; Ex. 9 at CRSTF000553; Akins: 66:14- 16, 64:13-65:3; Aldana: 43:3- 18; McGlothen: 34:8-15.
22.	After the fourteen-hour period, there is a DOT mandated ten-hour period in which the truck driver resets the “Hours of Service.”	Ex. 3 at CRSTF000392-394; Ex. 14 at CRSTF330964; Ex. 9 at CRSTF000553; Aldana: 43:3-18.
23.	Most Class Members operated as team drivers (i.e., two drivers are assigned to each truck.)	Ex. 3 at CRSTF000386; Ex. 2 at CRST000248, 257; Rainwater: 40:8-11; Huckaby: 64:12-15, 67:19-68:7.

1	24.	CRST's team-driving approach typically	Ex. 14 at CRSTF330964; Ex.
2		resulted in one person driving while the	9 at CRSTF000555; Akins:
3		other co-driver was logged as "off-duty" or	76:21-25; Rainwater: 40:12-
4		"sleeper berth" under DOT Regulations.	15; McGlothen: 44:17-19,
5			60:23-61:3.
6			
7	25.	Team driving entailed one driver doing the	Ex. 9 at CRSTF000555; Ex.
8		driving while the other driver was resetting	14 at CRSTF330964; Ex. 3 at
9		the available hours of service while confined	CRSTF000394; McGlothen:
10		to the sleeper berth or the passenger seat of	39:1-4, 60:23-61:3; Huckaby:
11		the moving truck.	64:15-20.
12			
13	26.	Team driving allowed CRST to keep the	Reges, 54:4-11; Ex. 9 at
14		trucks in near continuous motion, as one	CRSTF000555; Acosta-
15		team driver would drive for ten hours and	Garcia: 43:1-4; Rainwater:
16		then switch to being logged as "off-duty" or	41:2-5; Huckaby: 64:15-20.
17		"sleeper berth" in order to reset the hours of	
18		service, while the second team driver would	
19		switch from being logged as "off-duty" or	
20		"sleeper berth" under DOT Regulations to	
21		driving for ten hours. The driving team	
22		would continue to switch after each ten-hour	
23		period until they got to their destination.	
24			
25	27.	CRST represented to Class Members that it	Ex. 2 at CRSTF000248.
26		was the "nation's largest team carrier."	
27			
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1	28.	CRST used recruiters (“Driver Recruiters”) to attract and hire new and/or experienced drivers that were willing to drive as a team.	Ex. 4 at CRSTF390427.
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5	29.	The Driver Recruiters were provided with a CRST “Recruiting Manual” during their onboarding and training that provided detailed instructions on their job duties, and the policies and procedures they were required to follow when they were recruiting and hiring truck drivers.	Ex. 4 at CRSTF390407; Ex. 18 at CRSTF392107-2109 (Deposition of CRST’s Rule 30(b)(6) witness, Jennifer Abernathy, in <i>Montoya</i> on September 14, 2017, at pp. 56:18-58:1, exhibit 19 [CRSTF392251-307]).
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14	30.	CRST advised Driver Recruiters that their ability to meet and exceed CRST’s expediated hiring goals was an integral component to the profitability of the company.	Ex. 4 at CRSTF390427.
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19	31.	CRST instructed its Driver Recruiters to inform prospective truck drivers that: team “drivers are able to earn a higher income than if they were driving solo” because two drivers result in being “[a]ble to run more miles” than a solo driver.	Ex. 4 at CRSTF390455.
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1	32.	CRST also instructed its Driver Recruiters to inform prospective truck drivers that: “Miles = money.”	Ex. 21 at CRSTF391212 (2020 “Recruiting Manual”).
2			
3	33.	CRST also instructed its Driver Recruiters to inform prospective drivers that: CRST “pay[s] you for your miles whether your truck is loaded or empty.”	Ex. 4 at CRSTF390455; Ex. 24 at CRSTF085851 (Email from CRST’s Senior Driver Recruiter).
4			
5	34.	In the instance that a prospective driver was not interested in team driving, CRST instructed its Driver Recruiters to inform the drivers that they have a chance to make more money through team driving because the truck is “always moving,” and if the truck slows down while team-driving, “you have the ability to make up the missed time/miles up on the back end.”	Ex. 4 at CRSTF390459.
6			
7	35.	CRST also instructed Driver Recruiters to inform prospective drivers that were not interested in team driving: “Team drivers have more average miles than solo drivers, so it <i>is</i> in fact more money!”	Ex. 20 at CRSTF390699 (“Recruiting Manual”) (emphasis in original).
8			
9	36.	CRST also instructed Driver Recruiters to inform prospective drivers that were not interested in team driving: “Team driving	Ex. 4 at CRSTF390456; Ex. 20 at CRSTF390701; Ex. 25 at CRSTF255300 (“Email from
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1		allows for higher income (more miles!)” and CRST’s Driver Recruiter”).
2		“Chance to make more money (wheels
3		always moving!)”
4		
5	37.	CRST instructed Driver Recruiters to inform Ex. 21 at CRSTF391212; Ex.
6		prospective drivers that: “If paid by the 20 at CRSTF390701.
7		mile, OTR [over the road] is the ‘best bang
8		for your buck,’ with longer hauls/miles than
9		Local & regional work.”
10	38.	CRST also instructed Driver Recruiters to Ex. 4 at CRSTF390460;
11		inform prospective drivers that drivers Brueck: 176:23 - 177:8 and
12		working for other companies that pay a flat exhibit 25 (CRSTF1047).
13		rate might not make as much as a CRST
14		truck driver. Only in “very few instances”
15		did CRST pay a flat amount to the Class
16		Members during the Class Period.
17		
18	39.	CRST’s Driver Recruiters were instructed to Ex. 4 at CRSTF390455-56,
19		further distinguish CRST’s expeditated 510; Ex. 14 at CRSTF330949
20		business through the phrase “No touch (“CRST Training Guide”).
21		freight.”
22		
23	40.	Driver Recruiters informed drivers that Ex. 4 at CRSTF390455-456.
24		CRST’s freight was “99% no-touch” and
25		“80% drop and hook.”
26		
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1 2 3 4 5 6 7	41. CRST’s training guides further explained that “drop and hook” meant that the drivers never had to sit and wait for the freight to get unloaded, and “[i]t is one of the best ways that a driver can keep rolling and making money. ”	Ex. 14 at CRSTF330949 (emphasis added).
8 9 10 11 12	42. Prospective drivers were further informed that work related to the load was marginal.	Ex. 4 at CRSTF390455-456; Ex. 24 at CRSTF085851; Ex. 26 at CRSTF210511 (Email from Senior Recruiter).
13 14 15 16	43. During the Class Members’ onboarding process, CRST provided them with a manual titled “Getting Started with CRST!” (“Onboarding Manual”).	Brueck: 157:5-21; Huckaby: 90:4-91:3; Ex. 2.
17 18 19 20 21 22 23 24 25 26 27 28	44. CRST’s Onboarding Manual stated, “Our average length of haul is approximately 1,400 to 1,500 miles – the longest in the industry! This means more time working and less time waiting. Our commitment to the long-haul market provides you with consistent mileage all year long. Our teams can currently average over 5,000 miles/week.”	Ex. 2 at CRSTF000256.

1	45.	CRST's Training Guide also stated that	Ex. 14 at CRSTF330988.
2		"you will be getting paid based on the miles	
3		you run" rather than by the load delivered.	
4			
5	46.	The Onboarding Manual further stated, "the	Ex. 2 at CRSTF000256.
6		more you are available, the more miles you	
7		can run."	
8			
9	47.	CRST repeatedly informed Class Members	Brueck: 153:21-154:7, 154:
10		that "while you are driving for CRST	22-155:9; Ex. 2 at
11		Expedited, you will split the miles, but not	CRSTF000255, 258; Ex. 28 at
12		the pay." And the Onboarding Manual	CRSTF111488-489 (Email
13		explained the foregoing statement with the	from CRST's Driver Manager
14		following: "you will be paid for half of the	explaining total movement
15		total miles the truck runs each week. We	miles is the <i>miles of the truck</i>);
16		split the miles, not the pay. As an example,	Ex. 27 at CRSTF021115
17		if you and your co-driver 'run' 6,000 miles	(Email from CRST's Driver
18		in a week, you will be paid for 50% of the	Development Recruiter); Ex.
19		miles or 3,000 miles."	30 at CRSTF145954 (2018
20			Driver "Pay Scale"); Huckaby:
21			101:21-22; Ex. 25 at
22			CRSTF255300 (Email from
23			CRST's Driver Recruiter).
24			
25	48.	CRST also informed drivers that "base pay"	Ex. 29 at CRSTF003586-587
26		was on "ALL MILES (loaded, empty or	(Email from CRST's Senior
27		bobtail)" when it explained some of the	Driver Manager) (emphasis in
28		different types of compensation the Class	original).

1	Members could earn (e.g., monitoring pay,	
2	city work pay).	
3		
4	49. CRST's payroll statements establish that	Ex. 38 at CRSTF001015
5	Class Members were paid for their miles	("Payroll Statement"); Ex. 39
6	even when they drove trailers that were	at CRSTF001087 ("Payroll
7	empty (i.e., did not include a load).	Statement"); Ex. 40 at
8		CRSTF001090 ("Payroll
9		Statement"); Ex. 41 at
10		CRSTF397718 (Vaughn
11		Linson's Payroll Statement);
12		Linson: 171:6-176:10, 30:9-
13		31:25.
14	50. CRST's policies also illustrate that Class	Ex. 22 at CRSTF032702 (2022
15	Members would be paid for the total	"Student Driver Handbook")
16	"movement miles" for the truck with the	(emphasis in original); Ex. 28
17	following example: "the total movement	at CRSTF111488-489 (Email
18	miles for the Truck for this pay period was	from CRST's Driver Manager
19	1069 miles. The total paid miles for the	explaining total movement
20	Driver were 534.5. Based off this example	miles is the <i>miles of the truck</i>);
21	it's for a truck that had two drivers on the	Brueck: 19:20-25; 20:1-9.
22	truck."	
23		
24	51. The only compensation plan that the Class	Ex. 32 at CRSTF000380
25	Members signed was "CRST Expedited	("Wage Verification,
26	Solutions Wage Verification Expedited Pay	Expedited Pay Scale"); Ex. 31
27	Scale" ("Mileage Pay Plan").	at CRSTF270360 ("Wage
28		

1		Verification Expediated Pay
2		Scale – Revised May 2021”);
3		Ex. 30 at CRSTF145954; Ex.
4		33 at CRSTF000055
5		(Plaintiff’s Wage
6		Verification).
7		
8	52.	In the Mileage Pay Plan, CRST promised to
9		pay each driver a certain amount per mile, in
10		relevant part, as follows:
11		“My wage rate will be _ cents per mile. I
12		will split miles with [my Mentor and/or Co-
13		driver,” or “Co-driver and/or Student trainee
14		(if I am a Mentor)].”
15		
16	53.	Class Members were also provided with a
17		“CRST Expedited Pay” sheet that stated,
18		“[p]lease note that while you are driving for
19		CRST Expedited, you will split the miles,
20		but not the pay.”
21		
22	54.	CRST’s Rule 30(b)(6) witness on
23		compensation in the analogous <i>Montoya</i>
24		case testified, that: “the main component of
25		CRST’s driver compensation is miles
26		driven.” The <i>Montoya</i> ’s minimum wage
27		claims were “premised on a theory nearly
28		identical to the ones” asserted by the Class

Ex. 32 at CRSTF000380; Ex. 33 at CRSTF000055.

Ex. 2 at CRSTF000255.

Ex. 19 at CRSTF393626 (Deposition of CRST’s Rule 30(b)(6) witness, Chad Brueck, in *Montoya* at p. 7:17-25); *see also* Brueck: 19:20-25, 20:1-9; CRST’s Opposition to Plaintiff’s

1	Members in this case.	Motion for Class Certification,
2		ECF No. 47, pp. 8:10-12,
3		14:7-17, 41:12-18.
4		
5	55. Class Members who have testified in this	Huckaby: 92:13-14, 94:17-20,
6	case confirmed that the driver's base pay	97:23-100:9, 98:25, 99:12,
7	was based on the miles driven, not based on	100:8-14; Aldana: 19:3-16,
8	the load.	33:21- 34:18, 45:23- 46:15;
9		Akins: 24:17-21, 140:5-8;
10		Acosta-Garcia: 66:2-21,
11		66:17-67:16; Rainwater:
12		103:4-9; McGlothen: 55:6-10;
13		Linson: 171:6-176:10; Ex. 42
14		at CRSTF000718 ("Huckaby's
15		Payroll Statement"); Ex. 43 at
16		CRSTF000804 ("Trip
17		Report").
18	56. Class Members were required to safely drive	Ex. 1 at CRSTF000005
19	CRST's semi-tractors with up to a 53' trailer	("CRST's OTR Job
20	in the contiguous 48 states.	Description); Ex. 3 at
21		CRSTF000386; Ex. 4 at
22		CRSTF390413; Ex. 15 at
23		CRSTF397843-844.
24		
25	57. Class Members were required to control the	Ex. 1 at CRSTF000005; Ex.
26	steering wheel, operate the brake and	14 at CRSTF330928 - 934;
27	accelerator pedals, back and park a tractor-	Ex. 9 at CRSTF000593; Ex.
28		

1	trailer unit, and potentiality shift manual	15 at CRSTF397843-844.
2	transmission engines.	
3		
4	58. The Class Members were required to be able	Ex. 1 at CRSTF000005;
5	to drive up to a 10-hour shift and up to 70	Huckaby: 72:8-15, 80:6-13;
6	hours per week.	Akins: 66:14-16, 68:5-8;
7		Acosta-Garcia: 68:19-69:5;
8		Rainwater: 56:1-5.
9		
10	59. Class Members were the single direct	Ex. 1 at CRSTF000005.
11	contact responsible for good public relations	
12	with the motoring public and with CRST's	
13	existing and prospective customers.	
14	Therefore, CRST expected them to be able	
15	to communicate orally and in writing with	
16	others, including company representatives,	
17	fellow drivers, and customers.	
18		
19	60. The Class Members were also required to be	Ex. 1 at CRSTF000005; Ex.
20	able to read, write and do basic math to	15 at CRSTF397843-844.
21	properly complete bills of lading, trip sheets,	
22	logs, accident, and cargo claims paperwork.	
23		
24	61. The Class Member were also required to be	Ex. 1 at CRSTF000005; Ex.
25	proficient in reading and understanding	15 at CRSTF397843-844.
26	maps.	
27		
28		

1 2 3 4 5 6 7 8 9 10 11 12 13 14	62. Class Members were required to be skilled in completing the “difficult task” of “backing a truck.” Class Members had to be consciously aware of every fixed object, truck/vehicle, and person behind and to the sides of the unit while backing up. During this process, the co-driver was required to stand in front of the truck, or off to one side (usually the passenger side) and stay 5 to 7 feet away from the truck if ever directly in front of it. The co-driver had to yell and signal, “STOP” before the driver made contact with something.	Ex. 34 at CRSTF000040. (“Entry-Level Driver Training Requirement Certificate”); Ex. 9 at CRSTF000593.
15 16 17 18 19 20 21	63. In addition to driving, CRST’s truck drivers’ normal work duties included picking up and delivering trailers.	Ex. 1 at CRSTF000005; Ex. 15 at CRSTF397843-844; Brueck: 34:15-20; Acosta-Garcia: 21:10-22:1; Rainwater: 22:4-11; Linson: 30:9-31:14, 171:6-176:10.
22 23 24 25 26 27 28	64. CRST’s truck drivers’ normal work duties also included communicating with CRST’s dispatchers, driver managers and/or customers about assigned trips and delivering the trailers.	Reges: 109:7-13; Ex. 1 at CRSTF000005; Ex. 9 at CRSTF000492 - 495; Ex. 15 at CRSTF397843-844; Huckaby: 32:9-20, 34:2-5; Akins: 33:3-15; Aldana: 36:6-

		15; Rainwater: 23:5-16; Linson: 31:16-25.
65.	CRST's truck drivers' normal work duties also included conducting daily pre-trip and post-trip inspections.	Ex. 9 at CRSTF000501 – 504, 506 – 510; Ex. 15 at CRSTF397843-844; Brueck: 35:7-15; Reges: 94:21-25, 102:20-103:1; Huckaby: 50:19-51:11, 58:7-14; Akins: 42:7-22, 43:8-20, 46:9-18; Acosta-Garcia: 31:8-24, 77:7-19; Aldana: 85:14-21; Rainwater: 55:3-6, 70:9-14, 72:7-21; McGlothen: 25:2-26:12; Linson: 80:15-18.
66.	CRST's truck drivers' normal work duties also included completing paperwork and entering data (e.g., DOT driver logs, Bills of Lading).	Ex. 1 at CRSTF000005; Ex. 9 at CRSTF000492 – 495, 571; Ex. 15 at CRSTF397843-844; Brueck: 45:8-9, 49:23-50:8; Huckaby: 32:9-20; Akins: 33:3-15, 84:1-10; Acosta-Garcia: 31:8-24, 79:13-19; Aldana: 36:6-15; Rainwater: 23:17-25, 78:7-18; McGlothen: 21:21-22:1; Linson: 85:8-87:7.

67.	CRST's truck drivers' normal work duties also included using CRST's onboard computer system to communicate required information to CRST.	Ex. 9 at CRSTF000492 – 495, 546 - 550; Huckaby: 34:2-5, 55:11-17; Acosta-Garcia: 31:8-24; Aldana: 36:6-15; Rainwater: 23:12-16; Linson: 48:14-49:1, 158:18-23.
68.	CRST's truck drivers' normal work duties also included fueling the truck.	Brueck: 45:18-20; Reges: 103:7-11, 103:22-24; Huckaby: 41:22-42:7, Akins: 37:20-24, 85:14-18, 86:3-7; Acosta-Garcia: 31:8-24, 81:17-19; Aldana: 28:5-24, 36:6-15; Rainwater: 55:3-6; McGlothen: 41:12-19; Linson: 64:16-65:7, 103:1-104:17.
69.	CRST's truck drivers' normal work duties also included hooking/unhooking trailers.	Ex. 1 at CRSTF000005; Ex. 15 at CRSTF397843-844; Brueck: 47:18-24; Huckaby: 55:4-7; Akins: 49:8-11; Acosta-Garcia: 31:8-24; Aldana: 36:6-15.
70.	CRST's truck drivers' normal work duties also included scaling the freight.	Brueck: 171:14-24; Reges: 102:12-18; Huckaby: 55:21-56:8; Akins: 50:11-16; Acosta-Garcia: 31:8-24, 84:1-17,

		85:1-7; McGlothen: 29:9-14.
71.	CRST's truck drivers' normal work duties also included waiting on CRST's customers and dispatch.	Brueck: 50:22-51:4; Reges: 106:9-18; Huckaby: 32:9-20; Akins: 25:12-22, 84:1-10; Acosta-Garcia: 31:8-24; Aldana: 36:6-15, 41:4-10; Linson: 86:18-87:7.
72.	CRST's truck drivers' normal work duties also included pulling through the DOT weigh stations and participating in DOT's tests and inspections.	Ex. 1 at CRSTF000005; Ex. 15 at 397843-844 ("CRST Job Description"); Ex. 9 at CRSTF000505 – 506; Brueck: 97:19- 98:2, 98:3-6; Huckaby: 56:16-24; Akins: 52:2-6; Acosta-Garcia: 31:8-24.
73.	When Class Members were in the truck, but were not driving, they were also expected to create a safer driving experience by providing another set of eyes and ears to their co-driver.	Ex. 4 at CRSTF390455.
74.	CRST explained that a co-driver could help navigate tight locations (e.g., drop yards, dock, parking lots), combat fatigue, look at maps, and navigate any safety issues that could arise on the road.	Ex. 4 at CRSTF390455-459; Ex. 9 at CRSTF000593.

1	75.	The Class Members' non-driving teammate could have been called upon to help with a maneuver or provide emergency assistance.	Ex. 4 at CRSTF390459; Ex. 9 at CRSTF000593.
2	76.	In addition to the normal work duties, Class Members were obligated to perform maintenance duties (e.g., dumping cooler inside the radiator and pulling fifth wheels.)	Brueck: 46:7-25; Ex. 3 at CRSTF000390; Ex. 9 at CRSTF000614.
3	77.	CRST operated a "forced dispatch" system, which meant that when Class Members received an assignment, they had to accept that dispatch or face disciplinary action. CRST's Safety and Operations Handbook stated, "Failure by any company CRST driver to accept a legal dispatch will result in disciplinary action. The driver(s) will be placed at the bottom of the available trucks for dispatch list. The refusal will be documented in the driver performance file."	Ex. 9 at CRSTF000471.
4	78.	CRST's Mileage Pay Plan did not include separate pay for and/or expressly reference the following non-driving tasks: (1) conducting pre-trip and post-trip vehicle inspections; (2) completing required paperwork/data entry; (3) stopping and scaling at weigh stations; (4) participating in	Brueck: 36:14-16, 45:16-20, 49:22-50:8, 50:12-21, 50:22-51:11, 51:15-18, 55:3-5, 96:24-97:18, 97:19-98:6, 115:2-25; Ex. 23 at CRST's Response to Interrogatory No. 2.

1	DOT inspections; and (5) fueling	
2	("Admittedly Compensable Non-Driving	
3	Tasks").	
4		
5	79. CRST admits that the Class Members were	Ex. 1 at CRSTF000005; Ex.
6	required to perform the Admittedly	15 at CRSTF397843 – 844;
7	Compensable Non-Driving Tasks.	Ex. 9 at CRSTF000492 - 495;
8		Brueck: 35:7-15, 45:8-12,
9		47:18-21, 49:23-50:4, 50:12-
10		21, 171:14-24; Reges: 102:12-
11		18, 102:20-25, 103:7-11,
12		103:14-24, 104:1-5,104:13-16,
13		106:9-18, 127:5-24, 128;1-7,
14		135:16-24,137:14-16.
15	80. CRST admits that the Admittedly	Brueck: 36:14-16, 45:16-20,
16	Compensable Non-Driving Tasks were	47:22-24, 50:5-8, 55:3-5, 98:3-
17	compensable.	6, 107:1-5; Reges: 127:5-24,
18		128;1-7, 135:16-24, 137:14-
19		16; Ex. 19 at CRSTF393634,
20		635, 640, 641 (Deposition of
21		CRST's Rule 30(b)(6) witness,
22		Chad Brueck, in <i>Montoya</i> at
23		pp. 15:23-16:23, 21:14-17,
24		22:3-11).
25		
26	81. CRST admits that it did not allocate any	Brueck: 36:14-16, 45:8-20,
27	portion of the per-mile rate to any of the	47:18-24, 49:23-50:8, 50:12-
28		

1	Admittedly Compensable Non-Driving	21, 55:3-5 98:3-6, 107:1-5,
2	Tasks.	171:14-24; Reges: 33:11-34:4,
3		102:12-18, 102:20-25, 103:7-
4		11, 103:14-24, 104:1-5, 127:5-
5		24,128:1-7, 135:16-24,
6		137:14-16.
7		
8	82. CRST's per-mile pay was not contingent on	Nelson: 75:19-76:3.
9	how many Admittedly Compensable Non-	
10	Driving Tasks were performed or how long	
11	they would take.	
12		
13	83. All of CRST's company documents were	Ex. 32 at CRSTF000380; Ex.
14	wholly silent on compensation for any of the	33 at CRSTF000055; Ex. 2 at
15	Admittedly Compensable Non-Driving	CRSTF000250, 255-258;
16	Tasks.	Brueck: 37:10-16, 38:3-12,
17		154:13-155:9, 156:7-10.
18	84. CRST's Rule 30(b)(6) witness is unaware of	Brueck: 19:20-20:9, 145:7-23,
19	Class Members ever being told that the	153:25-154:7, 154:22-155:9.
20	Mileage Pay Plan was intended to cover all	
21	tasks necessary to complete a load	
22	assignment.	
23		
24	85. CRST's pay statements set forth a per-mile	Ex. 38 at CRSTF001015
25	rate that was applied to "miles," and taxable	("Payroll Statement"); Ex. 39
26	income pay codes for limited work tasks	at CRSTF001087; Ex. 40 at
27	(e.g., "Load/Unload Help," "Load-Unload,"	CRSTF001090; Ex. 41 at
28	extra stop, city work, breakdowns and	CRSTF397718; Brueck: 22:7-

1	layovers lasting more than 48 hours).	23:7.
2		
3	86. CRST's pay statements did not include any	Ex. 38 at CRSTF001015.
4	taxable income pay codes for any of the	
5	Admittedly Compensable Non-Driving	
6	Tasks.	
7		
8	87. In May 2023 – <i>after</i> the class period –	Ex. 51 at CRSTF390322-323
9	CRST promulgated a new driver manual	(“2023 Driver Employee
10	changing its prior policies and stating that	Handbook – Section II: Payroll
11	the Mileage Pay Plan is intended to	and Leaves – Activity Based
12	compensate for all Non-driving Tasks	Compensation”).
13	necessary to complete delivery of the load:	
14	[“For employees paid based on activity, i.e.,	
15	the designated mileage rate as compensation	
16	for completing a trip and delivering a load,	
17	the employee is required to perform various	
18	job functions and the mileage-based pay is	
19	designed to compensate an employee for all	
20	hours worked by the employee performing	
21	those job functions in completing the trip	
22	and delivering the load. These hours worked	
23	includes all time logged as on-duty, both	
24	driving and non-driving, and all time that	
25	could or should have been logged as on-	
26	duty, including but not limited to, receiving	
27	the dispatch, trip planning for the load, pre-	
28		

1	trip and post-trip inspections of the	
2	equipment and/or the load, driving, fueling,	
3	on-duty breaks, dealing with customers,	
4	waiting to load and unload, loading and	
5	unloading, and completing and returning	
6	paperwork for the load, unless otherwise	
7	noted.”]	
8		
9	88. CRST maintained no such policy during the	Brueck: 142:16-21; Ex. 50 at
10	class period.	CRSTF000336 – 343 (“2021
11		Driver Employee Handbook –
12		Section II: Payroll and
13		Leaves”); Ex. 49 at
14		CRSTF000931 - 937 (“2016
15		Driver Employee Handbook –
16		Compensation – Section II:
17		Payroll and Leaves”).

DATE: August 5, 2024

BERENJI LAW FIRM, APC

By: /s/ Shadie L. Berenji

SHADIE L. BERENJI

Class Counsel