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9 Attorneys for Plaintiffs

11 IN THE SUPERIOR COURT OF CALIFORNIA

12 IN AND FOR THE COUNTY OF ALAMEDA

13 THE CALIFORNIA LABOR AND)
14 WORKFORCE DEVELOPMENT)
15 AGENCY, a California governmental)
agency, *ex rel.* DARRELL HONRINE;)
16 and DARRELL HONRINE,)
17 individually,)

18 Plaintiffs,)

19 v.)

20 COAST COUNTIES TRUCK &)
21 EQUIPMENT COMPANY, a)
California corporation; and DOES 1-15,)
22 inclusive,)

23 Defendants.)
24)
25)
26)
27)
28)

Case No.: RG21088933

**SUPPLEMENTAL DECLARATION OF
HALLIE VON ROCK IN SUPPORT OF
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT**

DATE: MARCH 26, 2024

TIME: 2:30 PM

DEPT. 517

HON. KEITH FONG

RESERVATION ID: 257764486866

(CONTINUED FROM 2/27/2024)

1 **SUPPLEMENTAL DECLARATION OF HALLIE VON ROCK IN SUPPORT OF**
2 **MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (PAGA)**
3 **SETTLEMENT**

4 I, Hallie Von Rock, declare:

5 1. I am an attorney admitted to practice before this Court. I am a partner with
6 Aiman-Smith & Marcy, Professional Corporation, which is the law firm of record for the
7 plaintiffs in the case of *LWDA, et al. v. Coast Counties Truck & Equip. Co., et al.*, Alameda
8 Superior Court Case No. RG1088933.

9 2. This declaration is based on my personal knowledge, except as to matters stated
10 to be based on information and belief, and as to those matters, they are based upon documents
11 maintained at my firm in the ordinary course of litigation, or upon statements made by my
12 colleagues. I could competently testify to each of the matters set forth herein. This
13 supplemental declaration is provided in support of Plaintiffs' Motion for Approval of Private
14 Attorneys General Act ("PAGA") Settlement.

15 3. Plaintiff has updated the language in the Private Attorneys General Act
16 Settlement Agreement ("Settlement Agreement") in the Private Attorneys General Act
17 Amended Settlement Agreement ("Amended Settlement Agreement"). The Amended
18 Settlement Agreement now releases claims on behalf of the Released Parties now defined as
19 the Plaintiff, the LWDA and any individual acting on behalf of or purporting to act on behalf
20 of the LWDA. The Released Claims are those for statutory penalties by Plaintiff, the LWDA
21 and any individual acting on behalf of or purporting to act on behalf of the LWDA. The
22 Released Claims no longer include Aggrieved Employees and the Parties have added case law
23 on the issue of those who are bound by a judgment issued in a PAGA case. The Amended
24 Settlement Agreement was fully executed by the Parties on March 6, 2024.

25 4. Plaintiff has also updated the language in the Amended Settlement Agreement in
26 Paragraph 5 to state that Plaintiff will seek thirty percent (30%) of the Total Settlement
27 Amount, in the amount of Three Hundred Sixty Thousand Dollars (\$360,000) for attorney's
28 fees.

5. A true and correct copy of a redline of the Amended Settlement Agreement of PAGA Claim is attached hereto as **Exhibit A**. A true and correct copy of the clean fully executed Amended Settlement Agreement is attached hereto as **Exhibit B**.

6. Copies of my supplemental declaration and exhibits, the supplemental memorandum of points and authorities, and amended Proposed Order are being submitted concurrently with the filing of these documents on the LWDA through its online portal.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 6, 2024, at Oakland, California.

/s/ Hallie Von Rock

Hallie Von Rock

Exhibit A

**PRIVATE ATTORNEYS GENERAL ACT AMENDED SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Amended Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into between Plaintiff DARRELL HONRINE in a representative capacity on behalf of THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY (“LWDA”) and Defendant COAST COUNTIES TRUCK & EQUIPMENT COMPANY, a California Corporation (“Defendant” and/or “Coast Counties”). From time to time herein, Plaintiff and Defendant may collectively be referred to as the “Parties.”

RECITALS

A. WHEREAS, on or about December 1, 2020, Plaintiff DARRELL HONRINE sent a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant giving notice of his intent to pursue a representative action pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2699 *et seq.* (“PAGA”), on behalf of himself and the State of California as well as on behalf of a proposed group of allegedly aggrieved employees. In the letter, Plaintiff claimed Defendant violated the Industrial Welfare Commission Wage Order and California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1199 and the related IWC Wage Order No. 1-2001. On or about January 13, 2021, Plaintiff DARRELL HONRINE sent a First Amended PAGA letter to the LWDA and to Defendant wherein Plaintiff claimed Defendant violated California Labor Code sections 1174 and the Wage Order. On or about March 4, 2021, Plaintiff DARRELL HONRINE sent a Second Amended PAGA letter to the LWDA and Defendant wherein Plaintiff claimed Defendant violated California Labor Code sections 1174, 1197, 510, 201, 202, 203, 204/204b, 226, and 558;

B. WHEREAS, on or about February 11, 2021, Plaintiff commenced an action against Defendant in the Superior Court of the State of California for the County of Alameda, Case No. RG21088933, entitled *The California Labor and Workforce Development Agency, a California governmental entity, ex rel. Darrell Honrine; and Darrell Honrine, individually* (the “Action”) alleging the following claims: (1) Violations of the California Private Attorneys General Act; (2) Public Injunctive Relief; (3) Failure to Pay Minimum, Overtime, and Contractual Wages; (4) Failure to Pay Premium Meal Period Wages; (5) Failure to Provide Accurate Wage Statements; and (6) Failure to Pay All Wages Due at Separation. Claims 2–6 were brought by DARRELL HONRINE on an individual basis. On or about May 14, 2021, Plaintiff filed a First Amended Complaint against Defendant that only included claims for (1) Violations of the California Private Attorneys General Act; and (2) Public Injunctive Relief;

C. WHEREAS, on or about July 7, 2022, Defendant filed a Motion to Compel Arbitration and on August 25, 2022, the Court granted Defendant’s Motion to Compel Arbitration of Plaintiff’s Individual PAGA claims and denied Defendant’s Motion to Dismiss Plaintiff’s Representative PAGA claim;

D. WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and denies that the lawsuit is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other

things, that it has complied at all times with the California Labor Code and all other state and federal wage laws. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Action.

E. WHEREAS, the Parties desire to fully and finally resolve, settle, compromise, and discharge all differences and controversies between and among themselves, so as to avoid any further disputes, costs, inconveniences, or expenses of litigation;

F. WHEREAS, the Parties are separately entering into a Confidential Settlement Agreement in full satisfaction of Plaintiff's individual claims against Defendant ("Individual Settlement Agreement");

G. WHEREAS, this Agreement relates solely to the PAGA portion of the claims alleged in the operative complaint in the Action. For purposes of this settlement, the "PAGA Members" are defined as: all current and former non-exempt employees who worked for Coast Counties in California any time or times between from December 1, 2019, through the date of approval of the parties' settlement agreement by the Court, or March 1, 2024, whichever is earlier (the "PAGA Period");

H. WHEREAS, Plaintiff and Defendant have separately negotiated an individual settlement agreement, to resolve the entirety of the action, and

I. WHEREAS, because Plaintiff alleges claims under PAGA, the Parties acknowledge this Agreement must be approved by the Alameda Superior Court. Accordingly, the Parties enter into this Agreement on a conditional basis subject to the terms and conditions below and subject to Court approval.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is hereby agreed by and among the Parties as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference and are hereby made part of this Agreement.

2. Total Settlement Amount. As consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the total gross maximum sum of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) ("Total Settlement Amount"), subject to approval of the Court. The Total Settlement Amount includes all Individual Settlement Awards to PAGA Members, the Settlement Administration Costs, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the PAGA Payment to the LWDA.

3. Funding and Allocation of Total Settlement Amount.

3.1 Defendant shall pay the Total Settlement Amount to the Settlement Administrator in two installments. The first payment of \$450,000, is to be paid within thirty (30)

days of approval of the Effective Date. The second payment, of \$750,000, is to be paid no later than four (4) months after the first payment date.

3.2 The “Effective Date” is the date that the Court’s judgment approving this settlement becomes final. For purposes of this Agreement, the judgment “becomes final” upon the last to occur of the following:

- a. The entry of a Judgment finally approving this Settlement.
- b. If an appeal has been taken or sought, seven (7) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.

3.3 Defendant will not object to Plaintiff’s Counsel’s request for reasonable attorneys’ fees for Plaintiff’s Counsel’s litigation and resolution of this Action (not to exceed ~~\$400,000~~ \$360,000), plus Plaintiff’s Counsel’s expenses and costs reasonably incurred in connection with the Action (not to exceed \$43,000.00) (“Plaintiff’s Counsel Award”).

3.4 Defendant will not object to Plaintiff’s request for a PAGA Representative Service Award in an amount not to exceed \$500 allocated to Plaintiff DARRELL HONRINE, to be paid from the Total Settlement Amount.

3.5 The Parties agree to allocate not more than \$6,000.00 toward Settlement Administration Costs, which are the reasonable costs and fees of administration of this Settlement to be paid from the Total Settlement Amount, including but not limited to: (i) preparing and submitting to PAGA Members, the Parties, and government entities all appropriate tax filings and forms; (ii) computing the amount of and distributing Individual Settlement Awards, the Plaintiff’s Counsel Award, the PAGA Representative Service Award, and the LWDA Payment; and (iii) preparing and submitting filings required by law in connection with the payments required by the Settlement. The Settlement Administrator is permitted to withhold its Settlement Administration Costs from the Total Settlement Amount at any time after Defendant’s funding of the Total Settlement Amount.

3.6 The Net Settlement Amount is the amount remaining after deducting the Plaintiff’s Counsel Award, the PAGA Representative Service Award, and the Settlement Administration Costs from the Total Settlement Amount. The Net Settlement Amount shall be paid, pursuant to PAGA, as follows: Seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) shall be distributed to the PAGA Members on a pro rata basis, based upon their respective number of pay periods.

4. Individual Settlement Awards.

4.1 PAGA Members shall not be required to submit a claim in order to receive an Individual Settlement Award, and no portion of the Total Settlement Amount shall revert to

Defendant or result in an unpaid residue. If the Settlement is not approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, then no portion of the Total Settlement Amount shall be paid.

4.2 Each PAGA Member will receive an Individual Settlement Award. Individual Settlement Awards shall be paid from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement Awards shall be mailed by the Settlement Administrator as set forth below in Section 8.1.

4.3 Individual Settlement Award payments shall be made by check and shall be made payable to each PAGA Member as set forth in this Agreement.

4.4 For tax purposes, one hundred percent (100%) of each Individual Settlement Award shall be allocated as penalties and shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for the portion of his or her Individual Settlement Award.

4.5 If any Individual Settlement Award check remains uncashed after one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided by the Settlement Administrator. Pursuant to Code of Civil Procedure section 384, any unpaid, unclaimed, or abandoned class member funds, plus any interest that has accrued thereon, shall be donated to a mutually agreeable nonprofit organization or foundation to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent

4.6 It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any PAGA Member to additional compensation or benefits under any compensation or benefit plan or agreement in place during the period covered by the Settlement. It is the intent of the Parties that Individual Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to PAGA Members in connection with this Settlement, and that PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards.

5. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel will seek an award of reasonable attorneys' fees in an amount not to exceed ~~one-third~~ thirty percent (30%) of the Total Settlement Amount, or ~~Four Hundred~~ Three Hundred Sixty Thousand Dollars (\$~~400~~360,000.00). In addition, Plaintiff's Counsel will also seek an award of litigation costs and expenses associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Forty-Three Thousand Dollars (\$43,000.00). The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award. Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award. In the event that the Court reduces or does not approve the requested attorneys' fees and/or litigation costs to Plaintiff's counsel, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

6. PAGA Representative Service Award. Subject to Court approval, Plaintiff DARRELL HONRINE will seek a service award of \$500, to be paid from the Total Settlement

Amount. Plaintiff will be solely and legally responsible to pay all applicable taxes on his service award. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for his PAGA Representative Service Award. Plaintiff will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the PAGA Representative Service Award. In the event that the Court reduces or does not approve the requested service award to Plaintiff, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

7. Timing of Settlement Payment and Distribution.

7.1 The first payment is to be paid within thirty (30) days of the Effective Date.

First payment: \$450,000. This amount will be distributed as follows, 37.5% of the Claims Administration fees, 37.5% of the PAGA representative award, 37.5% of the PAGA Attorney's fees and costs, and the remaining amount will fund 37.5% of the Net PAGA Settlement Amount, of which 75% will be paid to the LWDA and 25% will be paid to the PAGA Members.

The second payment is to be paid no later than four (4) months after the first payment date.

Second payment: \$750,000. From this amount, the Claims Administrator shall pay the remaining amount of the PAGA representative award, the remaining amount of the PAGA Attorney's fees and costs, and the remaining amount of the Net PAGA Settlement Amount.

The \$1,200,000 "PAGA Settlement Amount" shall be allocated for payment as a release of all the PAGA claims as set forth below in "Released Claims", payment of Settlement Administration Expenses, Attorneys' Fees, and Attorneys' Expenses. All payments from the Net PAGA Settlement Amount made to the PAGA Members shall be allocated exclusively as penalties, for which the claims administrator shall issue a 1099.

The Settlement Administrator shall issue the payments as set forth above within thirty (30) calendar days of receiving each payment.

8. Settlement Administration.

8.1 Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the name, last known mailing address of each Aggrieved Employee, and the total PAGA pay periods for each Aggrieved Employee. The Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. For each notice packet returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single computer and/or "skiptrace" search to obtain an updated address.

8.2 As this is a settlement of a PAGA claim only, the Parties agree that the PAGA Members do not have the right to exclude themselves from or object to the Settlement. Upon the Effective Date, Plaintiff and the LWDA will have released any claims they may have for

alleged violations of the Labor Code experienced by the PAGA Members—regardless of whether they receive and/or cash an Individual Settlement Award—that are alleged or could have been alleged in this action based on the factual allegations in the Complaint and Plaintiff’s notices to the LWDA.

8.3 Seventy-five percent (75%) of the Net Settlement Amount constitutes the LWDA Payment. The remaining twenty-five percent (25%) of the Net Settlement Amount shall be divided among PAGA Members on a pro rata basis, based on the number of pay periods each PAGA Member was employed during the PAGA Period. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the aggregate number of pay periods worked by all PAGA Members, resulting in the Pay Period Value (i.e., $\text{Net Settlement Amount} \div \text{Total Pay Periods} = \text{Pay Period Value}$). The Pay Period Value will then be multiplied by each PAGA Member’s respective number of pay periods in order to yield the PAGA Member’s Individual Settlement Award. In determining each PAGA Member’s pay periods, Defendant’s records will be presumed to be correct, unless a PAGA Member proves otherwise by providing credible documentary evidence. All disputes concerning pay periods will be finally resolved and decided by the Settlement Administrator in a binding determination without hearing or right to appeal. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Agreement. The Settlement Administrator’s determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the PAGA Members and the Parties.

8.4 The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

8.5 The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administrator responsibilities required by the Settlement.

8.6 The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amounts, as provided for in this Agreement. The Settlement Administrator shall never be empowered to make payments to Aggrieved Employee exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the parties.

9. Reasonableness and Allocation of Settlement. Having engaged in significant formal discovery and further informal exchange of information prior to mediation, the Parties believe that this is a fair, reasonable, and adequate settlement of Plaintiff’s PAGA Claim, and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential, including the legal issues involved, Defendant’s ability to pay, and the uncertainty of trial. The Parties recognize and agree that the value of the claims in the PAGA Claim are difficult to determine with any certainty and are subject to differing calculations. The Parties hereby agree that the formula for allocating the Total Settlement Amount is reasonable and that the payments provided herein are designed to provide fair settlement with respect to the PAGA Claim and are consistent with the purposes of PAGA.

10. Approval of Settlement. Plaintiff shall file a Motion for Approval of PAGA Settlement with the Alameda Superior Court. Plaintiff’s attorney agrees to provide the LWDA with a copy of this Agreement and the Motion for Approval of PAGA Settlement on the same day

as the filing of the same in the Alameda Superior Court. In addition, Plaintiff's attorney will submit a copy of the Order Granting Approval of PAGA Settlement and Judgment to the LWDA within ten (10) days of the date of its entry, as required by Labor Code section 2699(1)(3).

10.1 If, for any reason, the Court declines to approve this Agreement, the Parties agree to use their best efforts to address the issues raised by the Court and renew their request for court approval. If, for any reason, the Court does not ultimately approve this Agreement, this Agreement shall be null and void, and shall not be referred to or utilized for any purpose. In that event, Defendant shall have no obligation to make any payment under this Agreement or its Individual Settlement Agreements with Plaintiff's. Defendant also does not waive but rather expressly reserves all rights to challenge Plaintiff's PAGA claims and allegations on all procedural and factual grounds, and to assert all applicable defenses if this Agreement is not approved by the Court.

11. Tax Treatment. Plaintiff and his attorneys agree to indemnify Defendant and hold Defendant harmless from any liability, including, but not limited to, penalties imposed by the IRS or other government agency, resulting from the characterization and reporting of payments made pursuant to this Agreement.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) PLAINTIFFS (A) HAVE RELIED EXCLUSIVELY UPON THEIR OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAVE NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) ARE NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THEM; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY PLAINTIFFS OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

12. Attorneys' Fees and Costs. The Parties agree that this Agreement resolves any claim for attorneys' fees and costs incurred in the Action or otherwise as between Plaintiff, on the one hand, and Defendant, on the other. The Parties shall each bear their own attorneys' fees and costs.

13. Scope of Release of Claims.

13.1 Upon the Effective Date, in exchange for the Individual Settlement Payments to Aggrieved Employees and the PAGA Payment to the LWDA, Plaintiff DARRELL HONRINE, the LWDA and any individual acting on behalf of or purporting to act on behalf of the LWDA shall be deemed to have fully and finally released and discharged as a representative of the State of California, and on behalf of the group of Aggrieved Employees, agrees to fully release and discharge Coast Counties, its and its agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent companies, (the "Released Parties"), from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as any and all claims for penalties, attorneys fees, costs or interest that were alleged or which could have been alleged based on the factual allegations in the operative complaint and/or PAGA letter in the Action. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a judgment in a "representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." As of the Effective Date, this Settlement effectively releases, precludes and bars all Released Claims against Defendant and the Released Parties. This does not run contrary to the principle that under PAGA, private plaintiff brings an action as proxy or agency of the LWDA. "An employee plaintiff suing ... under ... [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies." *ZB, N.A. v. Superior Court of San Diego County*, 8 Cal. 5th 175, 185 (2019); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014). Released Claims are all claims under , causes of action, debts, liabilities, demands, damages, penalties, costs, and attorneys' fees, whether known or unknown, contingent or vested, arising from or based on a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") for any violations of the Labor Code or Wage Orders that were alleged by Plaintiff in the Action, or that could have been alleged based on the facts asserted in the Action or Plaintiff's notices to the LWDA, including but not limited to claims for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1199 and the related IWC Wage Order No. 1-2001 (the "Released Claims"), during the PAGA Period.

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13.2 Plaintiff understands and agrees that the Released Claims include not only claims presently known to Plaintiff, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims, as described in Section 13.1.

13.3 Plaintiff understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but, in exchange for the PAGA Representative Service Award, he nevertheless waives any claims or rights based on different or additional facts. Plaintiff knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, 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 RELEASED PARTY.

13.4 The Parties hereto represent and warrant that they have the authority to enter into this Agreement on their own behalf and to bind all persons or entities who may claim through them.

14. Escalator Clause. Defendant has represented that the Aggrieved Employees have worked a total of no greater than 15,000 total pay periods during the PAGA Period. Should the actual number of pay periods worked by the Aggrieved Employees exceed 15,000 by more than 5% greater than this figure (i.e., if there are 16,500 or more total pay periods), then Defendant shall pay an additional sum proportionate to the increase in the pay periods over 5% (for example, if the number of pay periods is 6% greater than 15,000 pay periods, Defendant shall pay an additional 1% of the PAGA Settlement Amount). However, the Parties may also agree to modify the duration of the PAGA period as an alternative.

15. No Admission of Liability. Defendant denies all claims alleged in this Action and deny any wrongdoing whatsoever. Neither this Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. The Parties agree that this Agreement will not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any PAGA Member, other than according to the terms of this Agreement and the Individual Settlement Agreements.

16. Jurisdiction of the Court. Following entry of the Order Granting Approval of PAGA Settlement and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

17. Public Comment. Prior to approval of the PAGA settlement by the Court, the parties agree that this Agreement is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case, and Plaintiff's counsel will not communicate with other wage-hour plaintiffs' counsel about this settlement, nor utilize it in any way in their marketing or advertising materials or website, until after Approval of the settlement. The parties agree that Tripper Ortman, who has assisted the parties as mediator in this case, may, at his discretion, execute a Declaration supporting the settlement, and the Court may, in its discretion, contact Mr. Ortman to discuss the settlement and whether or not the settlement is fair and reasonable.

18. Motion for Approval of PAGA Settlement. Plaintiff will prepare and provide a draft of the Motion for Approval of PAGA Settlement to Defendant at least five (5) business

days prior to filing to allow Defense Counsel a reasonable opportunity to review and comment on it.

19. General Provisions.

19.1 This Agreement has been reviewed by the Parties hereto and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. The Parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

19.2 The Parties agree that this Agreement constitutes a compromise of and full accord and satisfaction of doubtful and disputed claims and shall not be treated as an admission of liability by anyone at any time, for any purpose.

19.3 The Parties to this Agreement agree to execute such other documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

19.4 The Parties agree that this Agreement, along with the Confidential Individual Settlement Agreement, contain the entire agreement between them, contain full and the only consideration for the terms agreed to herein, and that the terms of this Agreement are contractual and not a mere recital.

19.5 The Parties agree that upon the occurrence of the entry of judgment or dismissal pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6, and the Court shall retain exclusive and continuing equity jurisdiction of this Action of all Parties to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents and obligations of the Agreement.

19.6 Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to full reimbursement of its attorneys' fees incurred in such action.

19.7 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.

19.8 This Agreement may be amended only by a written instrument executed by the Parties hereto.

19.9 Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

19.10 This Agreement shall be construed in accordance with the laws of the State of California.

19.11 This Agreement may be signed in counterparts by the Parties, and if so executed, each counterpart shall have the full force and effect of an original. With respect to the execution of this Agreement, a facsimile or electronic copy of a signatory's signature shall suffice and be treated as an original signature.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date this Agreement is signed.

DATED: _____

DARRELL HONRINE
Plaintiff

DATED: _____

**COAST COUNTIES TRUCK & EQUIPMENT
COMPANY**

By: _____
Craig Archer

Approved As To Form:

DATED: _____

AIMAN-SMITH & MARCY

HALLIE VON ROCK
Attorneys for Plaintiff
DARRELL HONRINE

DATED: _____

GORDON REES SCULLY MANSUKHANI, LLP

SAT SANG KHALSA
Attorneys for Defendant
COAST COUNTIES TRUCK & EQUIPMENT
COMPANY

Exhibit B

PRIVATE ATTORNEYS GENERAL ACT AMENDED SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Amended Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into between Plaintiff DARRELL HONRINE in a representative capacity on behalf of THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY (“LWDA”) and Defendant COAST COUNTIES TRUCK & EQUIPMENT COMPANY, a California Corporation (“Defendant” and/or “Coast Counties”). From time to time herein, Plaintiff and Defendant may collectively be referred to as the “Parties.”

RECITALS

A. WHEREAS, on or about December 1, 2020, Plaintiff DARRELL HONRINE sent a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant giving notice of his intent to pursue a representative action pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2699 *et seq.* (“PAGA”), on behalf of himself and the State of California as well as on behalf of a proposed group of allegedly aggrieved employees. In the letter, Plaintiff claimed Defendant violated the Industrial Welfare Commission Wage Order and California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1199 and the related IWC Wage Order No. 1-2001. On or about January 13, 2021, Plaintiff DARRELL HONRINE sent a First Amended PAGA letter to the LWDA and to Defendant wherein Plaintiff claimed Defendant violated California Labor Code sections 1174 and the Wage Order. On or about March 4, 2021, Plaintiff DARRELL HONRINE sent a Second Amended PAGA letter to the LWDA and Defendant wherein Plaintiff claimed Defendant violated California Labor Code sections 1174, 1197, 510, 201, 202, 203, 204/204b, 226, and 558;

B. WHEREAS, on or about February 11, 2021, Plaintiff commenced an action against Defendant in the Superior Court of the State of California for the County of Alameda, Case No. RG21088933, entitled *The California Labor and Workforce Development Agency, a California governmental entity, ex rel. Darrell Honrine; and Darrell Honrine, individually* (the “Action”) alleging the following claims: (1) Violations of the California Private Attorneys General Act; (2) Public Injunctive Relief; (3) Failure to Pay Minimum, Overtime, and Contractual Wages; (4) Failure to Pay Premium Meal Period Wages; (5) Failure to Provide Accurate Wage Statements; and (6) Failure to Pay All Wages Due at Separation. Claims 2–6 were brought by DARRELL HONRINE on an individual basis. On or about May 14, 2021, Plaintiff filed a First Amended Complaint against Defendant that only included claims for (1) Violations of the California Private Attorneys General Act; and (2) Public Injunctive Relief;

C. WHEREAS, on or about July 7, 2022, Defendant filed a Motion to Compel Arbitration and on August 25, 2022, the Court granted Defendant’s Motion to Compel Arbitration of Plaintiff’s Individual PAGA claims and denied Defendant’s Motion to Dismiss Plaintiff’s Representative PAGA claim;

D. WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and denies that the lawsuit is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other

things, that it has complied at all times with the California Labor Code and all other state and federal wage laws. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Action.

E. WHEREAS, the Parties desire to fully and finally resolve, settle, compromise, and discharge all differences and controversies between and among themselves, so as to avoid any further disputes, costs, inconveniences, or expenses of litigation;

F. WHEREAS, the Parties are separately entering into a Confidential Settlement Agreement in full satisfaction of Plaintiff's individual claims against Defendant ("Individual Settlement Agreement");

G. WHEREAS, this Agreement relates solely to the PAGA portion of the claims alleged in the operative complaint in the Action. For purposes of this settlement, the "PAGA Members" are defined as: all current and former non-exempt employees who worked for Coast Counties in California any time or times between from December 1, 2019, through the date of approval of the parties' settlement agreement by the Court, or March 1, 2024, whichever is earlier (the "PAGA Period");

H. WHEREAS, Plaintiff and Defendant have separately negotiated an individual settlement agreement, to resolve the entirety of the action, and

I. WHEREAS, because Plaintiff alleges claims under PAGA, the Parties acknowledge this Agreement must be approved by the Alameda Superior Court. Accordingly, the Parties enter into this Agreement on a conditional basis subject to the terms and conditions below and subject to Court approval.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is hereby agreed by and among the Parties as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference and are hereby made part of this Agreement.

2. Total Settlement Amount. As consideration for the settlement described herein and the release contained in this Agreement, Defendant agrees to pay the total gross maximum sum of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) ("Total Settlement Amount"), subject to approval of the Court. The Total Settlement Amount includes all Individual Settlement Awards to PAGA Members, the Settlement Administration Costs, the Plaintiff's Counsel Award, the PAGA Representative Service Award, and the PAGA Payment to the LWDA.

3. Funding and Allocation of Total Settlement Amount.

3.1 Defendant shall pay the Total Settlement Amount to the Settlement Administrator in two installments. The first payment of \$450,000, is to be paid within thirty (30)

days of approval of the Effective Date. The second payment, of \$750,000, is to be paid no later than four (4) months after the first payment date.

3.2 The “Effective Date” is the date that the Court’s judgment approving this settlement becomes final. For purposes of this Agreement, the judgment “becomes final” upon the last to occur of the following:

- a. The entry of a Judgment finally approving this Settlement.
- b. If an appeal has been taken or sought, seven (7) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.

3.3 Defendant will not object to Plaintiff’s Counsel’s request for reasonable attorneys’ fees for Plaintiff’s Counsel’s litigation and resolution of this Action (not to exceed \$360,000), plus Plaintiff’s Counsel’s expenses and costs reasonably incurred in connection with the Action (not to exceed \$43,000.00) (“Plaintiff’s Counsel Award”).

3.4 Defendant will not object to Plaintiff’s request for a PAGA Representative Service Award in an amount not to exceed \$500 allocated to Plaintiff DARRELL HONRINE, to be paid from the Total Settlement Amount.

3.5 The Parties agree to allocate not more than \$6,000.00 toward Settlement Administration Costs, which are the reasonable costs and fees of administration of this Settlement to be paid from the Total Settlement Amount, including but not limited to: (i) preparing and submitting to PAGA Members, the Parties, and government entities all appropriate tax filings and forms; (ii) computing the amount of and distributing Individual Settlement Awards, the Plaintiff’s Counsel Award, the PAGA Representative Service Award, and the LWDA Payment; and (iii) preparing and submitting filings required by law in connection with the payments required by the Settlement. The Settlement Administrator is permitted to withhold its Settlement Administration Costs from the Total Settlement Amount at any time after Defendant’s funding of the Total Settlement Amount.

3.6 The Net Settlement Amount is the amount remaining after deducting the Plaintiff’s Counsel Award, the PAGA Representative Service Award, and the Settlement Administration Costs from the Total Settlement Amount. The Net Settlement Amount shall be paid, pursuant to PAGA, as follows: Seventy-five percent (75%) shall be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) shall be distributed to the PAGA Members on a pro rata basis, based upon their respective number of pay periods.

4. Individual Settlement Awards.

4.1 PAGA Members shall not be required to submit a claim in order to receive an Individual Settlement Award, and no portion of the Total Settlement Amount shall revert to

Defendant or result in an unpaid residue. If the Settlement is not approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, then no portion of the Total Settlement Amount shall be paid.

4.2 Each PAGA Member will receive an Individual Settlement Award. Individual Settlement Awards shall be paid from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement Awards shall be mailed by the Settlement Administrator as set forth below in Section 8.1.

4.3 Individual Settlement Award payments shall be made by check and shall be made payable to each PAGA Member as set forth in this Agreement.

4.4 For tax purposes, one hundred percent (100%) of each Individual Settlement Award shall be allocated as penalties and shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Member for the portion of his or her Individual Settlement Award.

4.5 If any Individual Settlement Award check remains uncashed after one hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided by the Settlement Administrator. Pursuant to Code of Civil Procedure section 384, any unpaid, unclaimed, or abandoned class member funds, plus any interest that has accrued thereon, shall be donated to a mutually agreeable nonprofit organization or foundation to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent

4.6 It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any PAGA Member to additional compensation or benefits under any compensation or benefit plan or agreement in place during the period covered by the Settlement. It is the intent of the Parties that Individual Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to PAGA Members in connection with this Settlement, and that PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Awards.

5. Plaintiff's Counsel Award. Subject to Court approval, Plaintiff's Counsel will seek an award of reasonable attorneys' fees in an amount not to exceed thirty percent (30%) of the Total Settlement Amount, or Three Hundred Sixty Thousand Dollars (\$360,000.00). In addition, Plaintiff's Counsel will also seek an award of litigation costs and expenses associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Forty-Three Thousand Dollars (\$43,000.00). The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award. Plaintiff's Counsel will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award. In the event that the Court reduces or does not approve the requested attorneys' fees and/or litigation costs to Plaintiff's counsel, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

6. PAGA Representative Service Award. Subject to Court approval, Plaintiff DARRELL HONRINE will seek a service award of \$500, to be paid from the Total Settlement

Amount. Plaintiff will be solely and legally responsible to pay all applicable taxes on his service award. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for his PAGA Representative Service Award. Plaintiff will provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement Administrator to process the PAGA Representative Service Award. In the event that the Court reduces or does not approve the requested service award to Plaintiff, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

7. Timing of Settlement Payment and Distribution.

7.1 The first payment is to be paid within thirty (30) days of the Effective Date.

First payment: \$450,000. This amount will be distributed as follows, 37.5% of the Claims Administration fees, 37.5% of the PAGA representative award, 37.5% of the PAGA Attorney's fees and costs, and the remaining amount will fund 37.5% of the Net PAGA Settlement Amount, of which 75% will be paid to the LWDA and 25% will be paid to the PAGA Members.

The second payment is to be paid no later than four (4) months after the first payment date.

Second payment: \$750,000. From this amount, the Claims Administrator shall pay the remaining amount of the PAGA representative award, the remaining amount of the PAGA Attorney's fees and costs, and the remaining amount of the Net PAGA Settlement Amount.

The \$1,200,000 "PAGA Settlement Amount" shall be allocated for payment as a release of all the PAGA claims as set forth below in "Released Claims", payment of Settlement Administration Expenses, Attorneys' Fees, and Attorneys' Expenses. All payments from the Net PAGA Settlement Amount made to the PAGA Members shall be allocated exclusively as penalties, for which the claims administrator shall issue a 1099.

The Settlement Administrator shall issue the payments as set forth above within thirty (30) calendar days of receiving each payment.

8. Settlement Administration.

8.1 Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the name, last known mailing address of each Aggrieved Employee, and the total PAGA pay periods for each Aggrieved Employee. The Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. For each notice packet returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single computer and/or "skiptrace" search to obtain an updated address.

8.2 As this is a settlement of a PAGA claim only, the Parties agree that the PAGA Members do not have the right to exclude themselves from or object to the Settlement. Upon the Effective Date, Plaintiff and the LWDA will have released any claims they may have for

alleged violations of the Labor Code experienced by the PAGA Members—regardless of whether they receive and/or cash an Individual Settlement Award—that are alleged or could have been alleged in this action based on the factual allegations in the Complaint and Plaintiff’s notices to the LWDA.

8.3 Seventy-five percent (75%) of the Net Settlement Amount constitutes the LWDA Payment. The remaining twenty-five percent (25%) of the Net Settlement Amount shall be divided among PAGA Members on a pro rata basis, based on the number of pay periods each PAGA Member was employed during the PAGA Period. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the aggregate number of pay periods worked by all PAGA Members, resulting in the Pay Period Value (i.e., $\text{Net Settlement Amount} \div \text{Total Pay Periods} = \text{Pay Period Value}$). The Pay Period Value will then be multiplied by each PAGA Member’s respective number of pay periods in order to yield the PAGA Member’s Individual Settlement Award. In determining each PAGA Member’s pay periods, Defendant’s records will be presumed to be correct, unless a PAGA Member proves otherwise by providing credible documentary evidence. All disputes concerning pay periods will be finally resolved and decided by the Settlement Administrator in a binding determination without hearing or right to appeal. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Agreement. The Settlement Administrator’s determination of the eligibility for and amount of each Individual Settlement Award shall be binding upon the PAGA Members and the Parties.

8.4 The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

8.5 The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administrator responsibilities required by the Settlement.

8.6 The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amounts, as provided for in this Agreement. The Settlement Administrator shall never be empowered to make payments to Aggrieved Employee exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the parties.

9. Reasonableness and Allocation of Settlement. Having engaged in significant formal discovery and further informal exchange of information prior to mediation, the Parties believe that this is a fair, reasonable, and adequate settlement of Plaintiff’s PAGA Claim, and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential, including the legal issues involved, Defendant’s ability to pay, and the uncertainty of trial. The Parties recognize and agree that the value of the claims in the PAGA Claim are difficult to determine with any certainty and are subject to differing calculations. The Parties hereby agree that the formula for allocating the Total Settlement Amount is reasonable and that the payments provided herein are designed to provide fair settlement with respect to the PAGA Claim and are consistent with the purposes of PAGA.

10. Approval of Settlement. Plaintiff shall file a Motion for Approval of PAGA Settlement with the Alameda Superior Court. Plaintiff’s attorney agrees to provide the LWDA with a copy of this Agreement and the Motion for Approval of PAGA Settlement on the same day

as the filing of the same in the Alameda Superior Court. In addition, Plaintiff's attorney will submit a copy of the Order Granting Approval of PAGA Settlement and Judgment to the LWDA within ten (10) days of the date of its entry, as required by Labor Code section 2699(1)(3).

10.1 If, for any reason, the Court declines to approve this Agreement, the Parties agree to use their best efforts to address the issues raised by the Court and renew their request for court approval. If, for any reason, the Court does not ultimately approve this Agreement, this Agreement shall be null and void, and shall not be referred to or utilized for any purpose. In that event, Defendant shall have no obligation to make any payment under this Agreement or its Individual Settlement Agreements with Plaintiff's. Defendant also does not waive but rather expressly reserves all rights to challenge Plaintiff's PAGA claims and allegations on all procedural and factual grounds, and to assert all applicable defenses if this Agreement is not approved by the Court.

11. Tax Treatment. Plaintiff and his attorneys agree to indemnify Defendant and hold Defendant harmless from any liability, including, but not limited to, penalties imposed by the IRS or other government agency, resulting from the characterization and reporting of payments made pursuant to this Agreement.

CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) PLAINTIFFS (A) HAVE RELIED EXCLUSIVELY UPON THEIR OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAVE NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) ARE NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THEM; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY PLAINTIFFS OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

12. Attorneys' Fees and Costs. The Parties agree that this Agreement resolves any claim for attorneys' fees and costs incurred in the Action or otherwise as between Plaintiff, on the one hand, and Defendant, on the other. The Parties shall each bear their own attorneys' fees and costs.

13. Scope of Release of Claims.

13.1 Upon the Effective Date, in exchange for the Individual Settlement Payments to Aggrieved Employees and the PAGA Payment to the LWDA, Plaintiff DARRELL HONRINE, the LWDA and any individual acting on behalf of or purporting to act on behalf of the LWDA shall be deemed to have fully and finally released and discharged Coast Counties, its and its agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent companies, (the "Released Parties"), from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as all claims for penalties, attorneys fees, costs or interest that were alleged or which could have been alleged based on the factual allegations in the operative complaint and/or PAGA letter in the Action. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a judgment in a "representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." As of the Effective Date, this Settlement effectively releases, precludes and bars all Released Claims against Defendant and the Released Parties. This does not run contrary to the principle that under PAGA, private plaintiff brings an action as proxy or agency of the LWDA. "An employee plaintiff suing ... under ... [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies." *ZB, N.A. v. Superior Court of San Diego County*, 8 Cal. 5th 175, 185 (2019); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014). Released Claims are all claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") for any violations of the Labor Code or Wage Orders that were alleged by Plaintiff in the Action, or that could have been alleged based on the facts asserted in the Action or Plaintiff's notices to the LWDA, including but not limited to claims for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1199 and the related IWC Wage Order No. 1-2001, during the PAGA Period.

13.2 Plaintiff understands and agrees that the Released Claims include not only claims presently known to Plaintiff, but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the released claims, as described in Section 13.1.

13.3 Plaintiff understands that he may hereafter discover facts different from what he now believes to be true, which if known, could have materially affected this Agreement, but, in exchange for the PAGA Representative Service Award, he nevertheless waives any claims or rights based on different or additional facts. Plaintiff knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, 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 RELEASED PARTY.

13.4 The Parties hereto represent and warrant that they have the authority to enter into this Agreement on their own behalf and to bind all persons or entities who may claim through them.

14. Escalator Clause. Defendant has represented that the Aggrieved Employees have worked a total of no greater than 15,000 total pay periods during the PAGA Period. Should the actual number of pay periods worked by the Aggrieved Employees exceed 15,000 by more than 5% greater than this figure (i.e., if there are 16,500 or more total pay periods), then Defendant shall pay an additional sum proportionate to the increase in the pay periods over 5% (for example, if the number of pay periods is 6% greater than 15,000 pay periods, Defendant shall pay an additional 1% of the PAGA Settlement Amount). However, the Parties may also agree to modify the duration of the PAGA period as an alternative.

15. No Admission of Liability. Defendant denies all claims alleged in this Action and deny any wrongdoing whatsoever. Neither this Agreement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. The Parties agree that this Agreement will not be admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiff or any PAGA Member, other than according to the terms of this Agreement and the Individual Settlement Agreements.

16. Jurisdiction of the Court. Following entry of the Order Granting Approval of PAGA Settlement and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

17. Public Comment. Prior to approval of the PAGA settlement by the Court, the parties agree that this Agreement is confidential (except for purposes of enforcement) and that neither party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement. Other than as specifically set forth above, the parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case, and Plaintiff's counsel will not communicate with other wage-hour plaintiffs' counsel about this settlement, nor utilize it in any way in their marketing or advertising materials or website, until after Approval of the settlement. The parties agree that Tripper Ortman, who has assisted the parties as mediator in this case, may, at his discretion, execute a Declaration supporting the settlement, and the Court may, in its discretion, contact Mr. Ortman to discuss the settlement and whether or not the settlement is fair and reasonable.

18. Motion for Approval of PAGA Settlement. Plaintiff will prepare and provide a draft of the Motion for Approval of PAGA Settlement to Defendant at least five (5) business

days prior to filing to allow Defense Counsel a reasonable opportunity to review and comment on it.

19. General Provisions.

19.1 This Agreement has been reviewed by the Parties hereto and their respective attorneys, and the Parties have had a full opportunity to negotiate the contents hereof. The Parties hereto expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Agreement.

19.2 The Parties agree that this Agreement constitutes a compromise of and full accord and satisfaction of doubtful and disputed claims and shall not be treated as an admission of liability by anyone at any time, for any purpose.

19.3 The Parties to this Agreement agree to execute such other documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement.

19.4 The Parties agree that this Agreement, along with the Confidential Individual Settlement Agreement, contain the entire agreement between them, contain full and the only consideration for the terms agreed to herein, and that the terms of this Agreement are contractual and not a mere recital.

19.5 The Parties agree that upon the occurrence of the entry of judgment or dismissal pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6, and the Court shall retain exclusive and continuing equity jurisdiction of this Action of all Parties to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents and obligations of the Agreement.

19.6 Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to full reimbursement of its attorneys' fees incurred in such action.

19.7 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.

19.8 This Agreement may be amended only by a written instrument executed by the Parties hereto.

19.9 Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, such term or provision shall be deemed to be deleted as though it had never been a part of this Agreement, and the validity, legality and enforceability of the remaining terms and provisions shall not be in any way affected or imperiled thereby.

19.10 This Agreement shall be construed in accordance with the laws of the State of California.

19.11 This Agreement may be signed in counterparts by the Parties, and if so executed, each counterpart shall have the full force and effect of an original. With respect to the execution of this Agreement, a facsimile or electronic copy of a signatory's signature shall suffice and be treated as an original signature.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date this Agreement is signed.

DATED: 03/06/2024


Darrell Honrine (Mar 6, 2024 06:43 MST)
DARRELL HONRINE
Plaintiff

DATED: _____

**COAST COUNTIES TRUCK & EQUIPMENT
COMPANY**

By: Craig Archer
Craig Archer

Digitally signed by Craig Archer
DN: cn=Craig Archer, o=Coast Counties Peterbilt, ou,
email=carcher@coastcounties.com, c=US
Date: 2024.03.05 15:01:07 -0800

Approved As To Form:

DATED: 03/06/2024

AIMAN-SMITH & MARCY


Hallie Von Rock (Mar 6, 2024 14:00 PST)
HALLIE VON ROCK
Attorneys for Plaintiff
DARRELL HONRINE

DATED: 3/5/2024

GORDON REES SCULLY MANSUKHANI, LLP



SAT SANG KHALSA
Attorneys for Defendant
COAST COUNTIES TRUCK & EQUIPMENT
COMPANY