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Attorneys for Plaintiff KEVIN DUANE WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

KEVIN DUANE WILLIAMS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

SUPERIOR TRUCK LINES, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CV-22-004257

CLASS ACTION

[Assigned for all Purposes to the Hon. Stacy P.
Speiller, Dept 22]

PAGA SETTLEMENT AGREEMENT

Complaint filed: September 21, 2022
Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff KEVIN DUANE WILLIAMS (“Plaintiff”) and Defendant SUPERIOR TRUCK LINES, INC. (“Defendant” or “STL”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant Superior Truck Lines, Inc. captioned Williams v. Superior Truck Lines, Inc. et al. initiated on September 21, 2022 and pending in Superior Court of the State of California, County of Stanislaus.
- 1.2. “Administrator” means Phoenix Settlement Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current or former non-exempt employees who worked for Defendant STL in the State of California at any time from September 1, 2021 through the date of approval of the parties’ Labor Code Private Attorneys General Act (“PAGA”) [Lab. Code § 2698, *et seq.*] settlement by the Court.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

- 1.7. “Court” means the Superior Court of California, County of Stanislaus.
- 1.8. “Defense Counsel” means Marie Trimble Holvick and John Ricca of GORDON & REES SCULLY MANSUKHANI, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Aggrieved Employee intervenes to object to the Settlement, the day the Court enters Judgment; (b) if one or more Aggrieved Employees intervenes to object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.10. “Gross Settlement Amount” means **\$320,000.00** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below, which is inclusive of an attorneys’ fees, litigation costs and claims administrative expenses. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA

PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. “PAGA Counsel” means Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of MOON LAW GROUP, PC, the attorneys representing Plaintiff in the Action.

1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. “PAGA Period” means the period from September 1, 2021 to the date of approval.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.21. “PAGA Notice” means Plaintiff’s September 17, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (**\$47,333.34**) and the 75% to LWDA (**\$141,999.99**) in settlement of PAGA claims.

1.23. “Plaintiff” means Kevin Duane Williams, the named plaintiff in the Action.

1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and its current or former agents, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates, and parent companies.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendant” means named Defendant Superior Truck Lines, Inc.

1 **2. RECITALS.**

2 2.1. On September 21, 2022, Plaintiff commenced this Action by filing a Complaint alleging
3 causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay
4 overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and
5 permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to
6 timely pay final wages at termination; (7) failure to provide accurate itemized wage
7 statements; and (8) unfair business practices. On December 14, 2022, Plaintiff filed a First
8 Amended Complaint adding a ninth cause of action for civil penalties under PAGA. The
9 First Amended Complaint is the operative complaint in the Action (the “Operative
10 Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any
11 failure to comply with the laws identified in in the Operative Complaint and denies any
12 and all liability for the causes of action alleged. On March 30, 2023, Plaintiff’s Motion
13 Dismissing Class and Individual Claims for claims one through eight was granted by the
14 Court, leaving only the ninth cause of action.

15 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
16 the LWDA by sending the PAGA Notice.

17 2.3. On September 5, 2023, the Parties participated in an all-day mediation presided over by
18 Lynn Frank, Esq. which led to this Agreement to settle the Action.

19 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, documents regarding
20 meal periods, rest periods, overtime payment, and timekeeping policies, and timesheets
21 and pay records.

22 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any
23 other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25
26 **3. MONETARY TERMS.**

27 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
28 promises to pay **\$320,000.00** and no more as the Gross Settlement Amount. Defendant has

no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be **\$106,666.67** and a PAGA Counsel Litigation Expenses Payment of not more than **\$14,000.00**. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed **\$10,000.00** except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than **\$10,000.00**, the Administrator will retain the remainder in the Net Settlement

Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of \$189,333.33 to be paid from the Gross Settlement Amount, with 75% (\$141,999.99) allocated to the LWDA PAGA Payment and 25% (\$47,333.34) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, estimated to be \$47,333.34, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 403 Aggrieved Employees who worked a total 9,150 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days of the Court's approval of this Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

1 Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that
2 the Aggrieved Employee Data omitted employee identifying information and to provide
3 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
4 any extension of the deadline by which Defendant must send the Aggrieved Employee
5 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
6 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
7 Aggrieved Employee Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fund the first installment of the
9 Gross Settlement Amount no later than 30 days after the Effective Date, in the amount of
10 **\$160,000.00**. Defendant shall pay the second installment six months after the first
11 installment in the amount of **\$160,000.00**.

12 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
13 first installment of the Gross Settlement Amount, the Administrator will mail checks for all
14 Individual PAGA Payments, the Administration Expenses Payment, and, with all
15 remaining funds from the first installment, a portion of the LWDA PAGA Payment.
16 Within 14 days after Defendant funds the second installment of the Gross Settlement
17 Amount, the Administrator will mail checks for the remainder of the LWDA PAGA
18 Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses
19 Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel
20 Litigation Expenses Payment shall not precede disbursement of Individual PAGA
21 Payments.

22 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
23 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
24 face of each check shall prominently state the date (not less than 180 days after the
25 date of mailing) when the check will be voided. The Administrator will cancel all
26 checks not cashed by the void date. Before mailing any checks, the Settlement
27 Administrator must update the recipients' mailing addresses using the National
28 Change of Address Database.

1 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all
2 Aggrieved Employees whose checks are returned undelivered without USPS
3 forwarding address. Within 7 days of receiving a returned check the Administrator
4 must re-mail checks to the USPS forwarding address provided or to an address
5 ascertained through the Aggrieved Employee Address Search. The Administrator
6 need not take further steps to deliver checks to Aggrieved Employees whose re-
7 mailed checks are returned as undelivered. The Administrator shall promptly send
8 a replacement check to any Aggrieved Employee whose original check was lost or
9 misplaced, requested by the Aggrieved Employee prior to the void date.

10 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
11 and cancelled after the void date, the Administrator shall transmit the funds
12 represented by such checks [to the California Controller's Unclaimed Property
13 Fund in the name of the Aggrieved Employee.

14 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
15 any additional benefits or make any additional payments to the Aggrieved
16 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
17 Agreement.
18

19 **5. RELEASES OF CLAIMS.**

20 Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and
21 PAGA Counsel will release claims against all Released Parties as follows:

22 5.1. Plaintiff's Release.

23 5.1.1. Scope of Plaintiff's Release. With respect to this Settlement, Plaintiff releases the
24 Released PAGA Claims defined below. Plaintiff has separately entered into an
25 individual settlement agreement that includes a general release of all claims, known
26 and unknown.

27 5.2. Release by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees and
28 the State of California release all Released PAGA Claims. The "Released PAGA Claims"

are all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, arising under PAGA, that each Aggrieved Employee and the State of California had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Action, or that arise from or could have been asserted under PAGA, based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's operative Complaint and/or PAGA Notice through the date of approval of the parties' settlement ("the Released PAGA Claims"). The Released PAGA Claims specifically include, but are not limited to claims for PAGA penalties based upon alleged violations of Labor Code §§ 201 to 203, 204, 210, 226, 226.2, 226.7, 227.3, 246, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2699(f)(2) and the related IWC Wage Orders and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded as a basis for PAGA penalties based on the facts asserted in the Action, including: (1) failure to pay for all hours worked, including overtime, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of hours worked and meal periods, (5) failure to reimburse and indemnify expenses, (6) failure to pay all accrued vacation wages at termination, (7) failure to timely pay all wages, failure to furnish accurate itemized wage statements, (8) failure to pay all earned wages twice per month ("Released PAGA Claims"). The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the PAGA claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint or PAGA Notice on file in the Action.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

1 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

2 The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

3 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining approval of this Settlement under Labor Code Section
5 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA
6 Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed"
7 bid for administering the Settlement and attesting to its willingness to serve; competency;
8 operative procedures for protecting the security of Aggrieved Employee Data; amounts of
9 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
10 relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
11 LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA
12 Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting
13 to its timely transmission to the LWDA of all necessary PAGA documents (including the
14 initial notice of violations (Labor Code § 2699.3(a)), the Operative Complaint (Labor Code
15 § 2699(l)(1)), and this Agreement (Labor Code § 2699(l)(2))) and all facts relevant to any
16 actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
17 In their Declarations, Plaintiff and/or PAGA Counsel shall aver that they are not aware of
18 any other pending matter or action asserting claims that will be extinguished or adversely
19 affected by the Settlement or identify any such claims if they are aware of any other
20 pending matters.

21 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the application or motion for approval of
23 this Settlement no later than 30 days after the full execution of this Agreement and, if
24 necessary, obtaining a prompt hearing date for the motion and appearing in Court to
25 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
26 Order granting approval to the Administrator.

27 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
28 motion for approval of this Settlement and/or the supporting declarations and documents,

PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrator, to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 403 Aggrieved Employees who worked 9,150 Pay Periods during the PAGA Period. Should the actual

number of pay periods worked by Aggrieved Employees exceed 9,150 by more than 10% (i.e., if there are 10,065 or more pay periods), Plaintiff may exercise the option to withdraw from the settlement and, if that occurs, this Agreement will be entirely void. However, the Parties may also agree to modify the terms of the settlement, including shortening the PAGA Period, based on the changed facts.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff

1 that Defendant's defenses in the Action have merit. The Parties agree that representative
2 treatment is for purposes of this Settlement only. If, for any reason the Court does not
3 approve this Settlement, Defendant reserves all available defenses to the claims in the
4 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
5 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
6 will not be admissible in connection with, any litigation (except for proceedings to enforce
7 or effectuate the Settlement and this Agreement).

8 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
9 together with its attached exhibits shall constitute the entire agreement between the Parties
10 relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
14 appropriate action required or permitted to be taken by such Parties pursuant to this
15 Agreement to effectuate its terms, and to execute any other documents reasonably required
16 to effectuate the terms of this Agreement including any amendments to this Agreement.

17 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
18 best efforts, in good faith, to implement the Settlement by, among other things, modifying
19 the Settlement Agreement, submitting supplemental evidence and supplementing points
20 and authorities as requested by the Court. In the event the Parties are unable to agree upon
21 the form or content of any document necessary to implement the Settlement, or on any
22 modification of the Agreement that may become necessary to implement the Settlement,
23 the Parties will seek the assistance of a mediator and/or the Court for resolution.

24 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
25 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity and portion of any liability, claim, demand, action, cause
27 of action, or right released and discharged by the Party in this Settlement.

28 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are

1 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
2 relied upon as such within the meaning of United States Treasury Department Circular 230
3 (31 CFR Part 10, as amended) or otherwise.

4 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all Parties
6 or their representatives, and approved by the Court.

7 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
8 benefit of, the successors of each of the Parties.

9 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the state of California,
11 without regard to conflict of law principles.

12 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
13 this Agreement. This Agreement will not be construed against any Party on the basis that
14 the Party was the drafter or participated in the drafting.

15 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
16 during Action and in this Agreement relating to the confidentiality of information shall
17 survive the execution of this Agreement.

18 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
19 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
20 provided to PAGA Counsel by Defendant in connection with the mediation, other
21 settlement negotiations, or in connection with the Settlement, may be used only with
22 respect to this Settlement, and no other purpose, and may not be used in any way that
23 violates any existing contractual agreement, statute, or rule of court. Not later than 90 days
24 after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff
25 shall destroy all paper and electronic versions of Aggrieved Employee Data received from
26 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant
27 makes a written request to PAGA Counsel for the return, rather than the destructions, of
28 Aggrieved Employee Data.

1 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this
3 Agreement.

4 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
5 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
6 weekend or federal legal holiday, such date or deadline shall be on the first business day
7 thereafter.

8 10.15. Notice. All notices, demands or other communications between the Parties in connection
9 with this Agreement will be in writing and deemed to have been duly given as of the third
10 business day after mailing by United States mail, or the day sent by email or messenger,
11 addressed as follows:

12 To Plaintiff:

13 Kane Moon (SBN 249834)
14 kmoon@moonlawgroup.com
15 H. Scott Leviant (SBN 200834)
16 hsleviant@moonlawgroup.com
17 Mariam Ghazaryan (SBN 341119)
18 mghazaryan@moonlawgroup.com
19 **MOON LAW GROUP, PC**
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

20 To Defendant:

21 Marie Trimble Holvick (SBN)
22 mholvick@grsm.com
23 John Ricca (SBN 324998)
jricca@grsm.com
24 **GORDON REES SCULLY MANSUKHANI, LLP**
275 Battery Street, Suite 2000
San Francisco, California 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054

26 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts
27 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
28 shall be accepted as an original. All executed counterparts and each of them will be

deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: January 24, 2024

DocuSigned by:

By: E90E7CABF0F0418...
KEVIN DUANE WILLIAMS

Plaintiff's Counsel:

Dated: January 24, 2024

MOON LAW GROUP, PC

By: 
Kane Moon
H. Scott Leviant
Mariam Ghazaryan

Attorneys for Plaintiff KEVIN DUANE WILLIAMS

Defendant:

Dated: January __, 2024

SUPERIOR TRUCK LINES, INC.

By: _____
Print Name

Signature

Title

deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff:

Dated: January __, 2024

By:

DocuSigned by:

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KEVIN DUANE WILLIAMS

Plaintiff's Counsel:

Dated: January __, 2024

MOON LAW GROUP, PC

By:

Kane Moon
 H. Scott Leviant
 Mariam Ghazaryan

Attorneys for Plaintiff KEVIN DUANE WILLIAMS

Defendant:

Dated: January 30, 2024

SUPERIOR TRUCK LINES, INC.

By:

FRANK R. AMARAL, JR.
 Print Name

Frank R. Amaral Jr.
 Signature

Owner
 Title

Defendant's Counsel:

Dated: January 30, 2024

**GORDON & REES SCULLY MANSUKHANI,
LLP**

By: /s John Ricca, by permission

Marie Trimble Holvick
John Ricca

Attorneys for Defendant SUPERIOR TRUCK LINES,
INC.