

CDF LABOR LAW LLP  
David G. Hagopian, State Bar No. 145171  
dhagopian@cdflitigation.com  
Garrett V. Jensen, State Bar No. 242874  
gjensen@cdfllaborlaw.com  
Marianne C. Koepf, State Bar No. 191025  
mkoepf@cdfllaborlaw.com  
18300 Von Karman Avenue, Suite 800  
Irvine, CA 92612  
Telephone: (949) 622-1661

Attorneys for Defendant  
SUPER T TRANSPORT, INC.

BRANDON BROUILLETTE (SBN 273156)  
bbrouillette@crosnerlegal.com  
ZACHARY M. CROSNER (SBN 272295)  
zach@crosnerlegal.com  
JAMIE SERB (SBN 289601)  
jamie@crosnerlegal.com  
CROSNER LEGAL, PC  
9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210  
Tel: (310) 496-5818  
Fax: (310) 510-6429

Attorneys for Plaintiff  
SHAWN VASQUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

SHAWN VASQUEZ, as an individual on  
behalf of himself and on behalf of all others  
similarly situated,

Plaintiff,

vs.

SUPER T TRANSPORT, INC., an Idaho  
corporation; and DOES 1-100, inclusive,

Defendants.

) Case No. CVRI2300957

)

) Assigned for All Purposes To:

) Judge: Harold W. Hopp

) Dept: 1

)

) **STIPULATION AND SETTLEMENT OF**  
) **CLASS ACTION AND PAGA CLAIMS**

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) Action Filed: February 24, 2023

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1 This Stipulation and Settlement of Class Action Claims (“Agreement”) is made by and  
2 between Plaintiff Shawn Vasquez (“Plaintiff”), in his individual capacity and on behalf of the Class  
3 Members and Aggrieved Employees, on the one hand, and Defendant Super T Transport, Inc.  
4 (“Defendant”), on the other hand, after Plaintiff and Defendant engaged in informal discovery,  
5 participated in a full day of mediation, and negotiated this Agreement at arms-length. Plaintiff and  
6 Defendant are referred to in this Agreement collectively as the “Parties,” or individually as a “Party.”  
7 Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere  
8 in this Agreement.

9 For the consideration set forth herein, including, but not limited to, a release of claims by the  
10 Participating Class Members and a general release of claims by Plaintiff, Defendant agrees to pay a  
11 settlement amount of One Hundred and Eight Thousand, Seven Hundred and Ninety-One Dollars  
12 (\$108,791.00) (the “Settlement Amount”) as set forth herein.

13 Now, therefore, it is stipulated and agreed by and among the undersigned Parties, subject to  
14 the approval of the Court pursuant to the California Rules of Court, that the Settlement of the Action  
15 shall be effectuated subject to the following terms and conditions.

## 16 **ARTICLE I**

### 17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
19 meanings ascribed to them as set forth below:

20 a. “Action” means the putative class action lawsuit filed by Plaintiff against Defendant  
21 in Riverside County Superior Court, Case No. CVRI2300957, which includes the (1) the putative  
22 class action filed on February 24, 2023, (2) the First Amended Complaint filed on September 27,  
23 2023, to add a cause of action under California’s Private Attorneys General Act (“PAGA”), and (3)  
24 the Second Amended Complaint to be filed by Plaintiff against Defendant in the Action as set forth  
25 in Section 2.01, below. The Action alleges violations of Labor Code sections 98, 201-203, 204, 210,  
26 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.2, 226.6, 226.7, 227.3, 233-234, 245-248.6,  
27 256. 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197,  
28 1197.1, 1198, 1199, 2698-2699.5, 2802, 2810.5, the applicable provisions of the Industrial Welfare

Commission (“IWC”) wage orders, California Civil Section sections 1786 *et. seq.*, 15 U.S.C. sections 1681 *et. seq.*, and the following claims and/or theories, which include, but are not limited to: (1) recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage statements, (3) failure to timely pay all wages due upon separation of employment, (4) failure to timely pay wages during employment, (5) failure to pay overtime pay at the regular rate of pay, (6) failure to reimburse business expenses, (7) unfair competition practices, (8) failure to provide compliant meal periods, (9) failure to authorize and permit rest breaks, (10) failure to maintain accurate payroll and timekeeping records, (11) violation of Labor Code §§ 221-22 (unlawful to collect, withhold, or receive any part of an employee’s wages), (12) violation of Labor Code § 223 (unlawful for employers to secretly pay wages lower than those required by contract or statute), (13) violation of Labor Code § 226 (inaccurate wage statements), (14) violation of Labor Code § 216 (refusal to pay wages upon demand), (15) violation of Labor 226.2 (compensation for nonproductive time), (16) violations of Labor Code §§ 1198 and 1199 (requiring an employee to work longer than the maximum hours of work or in violation of standard conditions under other Labor Code provisions), (17) violation of Labor Code § 224 (unlawful deductions), (18) violations of Labor Code §§ 233, 234, 245-245.8 (paid sick leave provisions), (19) violations of Labor Code § 248.2 (Covid-19 supplemental paid sick leave provision), (20) violation of Labor Code § 432.5 (cannot require an employee to agree to unlawful terms of employment), (21) violations of Labor Code § 227.3 (failure to pay all vested vacation wages or paid time off at time of termination), (22) violation of Labor Code § 432.7 (impermissible inquiries pertaining to criminal histories); (23) violations of Labor Code § 976 (false advertisements re employee compensation), (24) violation of Labor Code § 2810.5 (failure to provide written notice re employment-related information), (25) violation of Labor Code § 1024.5, Calif. Civil Code §§ 1786 *et. seq.*, and 15 U.S.C. §§ 1681 *et. seq.* (consumer credit reports), and (26) requesting employees to sign unlawful non-compete, non-solicitation, or non-disclosure agreements. Plaintiff also seeks an award of attorney’s fees, costs and interest based on these allegations.

b. “Aggrieved Employees” means all current and former trucker drivers who primarily worked for Defendant in California at any time during the PAGA Period.

1 c. "Agreement" means this Stipulation and Settlement of Class Action Claims,  
2 including any attached Exhibit(s).

3 d. "Attorneys' Fees and Costs" means reasonable attorneys' fees for Class Counsel's  
4 litigation and resolution of this Action (not to exceed one-third of the Gross Settlement Amount),  
5 and Class Counsel's expenses and costs reasonably incurred in connection with this Action.

6 e. "Check-Cashing Period" means the period of 180 days after the date each of the  
7 Individual Settlement Payment checks are issued.

8 f. "Claims and Allegations at Issue" means all of the claims and allegations asserted in  
9 (i) the Second Amended Complaint to be filed by Plaintiff against Defendant, see Section 2.01 below;  
10 (ii) the First Amended Complaint filed by Plaintiff against Defendant on September 27, 2023; (iii)  
11 the Complaint filed by Plaintiff against Defendant on February 24, 2023; (iv) the letter sent to the  
12 LWDA on behalf of Plaintiff against Defendant dated February 24, 2023; and (v) any claims or  
13 allegations that could have been asserted under any applicable Industrial Welfare Commission  
14 ("IWC") Wage Order based on the facts, claims or theories expressly pleaded in the Action.

15 g. "Class" means all current and former truck drivers who primarily worked for  
16 Defendant in California at any time during the Class Period.

17 h. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

18 Zachary M. Crosner  
19 Brandon Brouillette  
20 CROSNER LEGAL, P.C.  
21 9440 Santa Monica Blvd. Suite 301  
22 Beverly Hills, CA 90210  
23 T: (310) 496-5818  
24 E: zach@crosnerlegal.com  
25 bbrouillette@crosnerlegal.com

26 i. "Class List" means a list based on Defendant's business records that identifies each  
27 Class Member's name, last known home or mailing address, Social Security number or, as  
28 applicable, other taxpayer identification number, the number of Qualifying Workweeks worked  
during the Class Period (calculated by Defendant and sent to the Settlement Administrator), and the  
number of Qualifying Pay Periods worked during the PAGA Period (calculated by Defendant and  
sent to the Settlement Administrator).

j. “Class Members” means all current and former truck drivers who primarily worked for Defendant in California during the Class Period.

k. “Class Notice” means the Court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form, without material variation (unless as modified as directed by the Court), attached as **Exhibit A**.

l. “Class Period” means February 24, 2019, through the date of preliminary approval of the Settlement, which period may be shortened if the Escalator is triggered under Section 3.06(b).

m. “Class Representative” means the named Plaintiff in this Action seeking Court approval to serve as Class Representative.

n. “Court” means the Riverside County Superior Court, where the Action is currently pending.

o. “Defendant” means Super T Transport, Inc.

p. “Defense Counsel” means counsel for Defendant, who are:

David G. Hagopian  
Garrett V. Jensen  
Marianne C. Koepf  
CDF LABOR LAW LLP  
18300 Von Karman Avenue, Suite 800  
Irvine, CA 92612  
T: (949) 622-1661  
E: dhagopian@cdf litigation.com  
gjensen@cdf laborlaw.com  
mkoepf@cdf laborlaw.com

q. “Effective Date” of this Settlement shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv)

1 if no appeal is filed, the sixty-first (61st) calendar day after the Court enters final approval of the  
2 Settlement and the Judgment approving this Agreement.

3 r. “Final Fairness and Approval Hearing” means the hearing to be conducted by the  
4 Court to determine whether to finally approve and implement the Settlement pursuant to the terms  
5 of this Agreement.

6 s. “Final Order” means the final order signed by the Court following the Final Fairness  
7 and Approval Hearing in accordance with the terms herein, approving this Agreement.

8 t. “Gross Settlement Amount” means the settlement amount of One Hundred and Eight  
9 Thousand, Seven Hundred and Ninety-One Dollars (\$108,791.00) which Defendant shall pay in  
10 connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual  
11 Settlement Payments, Attorneys’ Fees and Costs, the Enhancement Payment, Settlement  
12 Administration Costs, and the LWDA Payment. Employer’s Share of Payroll Taxes shall be paid  
13 separately and in addition to the Gross Settlement Amount.

14 u. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,  
15 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments  
16 that constitutes wages. The Employer’s Share of Payroll Taxes shall be submitted by Defendant to  
17 the Settlement Administrator in addition to the Gross Settlement Amount.

18 v. “Enhancement Payment” means a monetary award subject to Court approval of up to  
19 Ten Thousand Dollars and Zero Cents (\$10,000.00) that will be paid to Plaintiff pursuant to Section  
20 3.06(e) of this Agreement.

21 w. “Individual Class Settlement Payment” means each Participating Class Member’s pro  
22 rata share of the Net Settlement Amount calculated according to the number of Workweeks the Class  
23 Member worked during the Class Period.

24 x. “Individual PAGA Settlement Payment” means each Aggrieved Employee’s pro rata  
25 share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the  
26 Aggrieved Employee worked during the PAGA Period.

27 y. “LWDA” means the California Labor and Workforce Development Agency.

28 z. “LWDA Payment” means the portion of the PAGA Payment payable to the LWDA.

1           aa.     “Motion for Final Approval” means Plaintiff’s submission of a written motion,  
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
3 the Settlement Agreement as set forth in this Agreement, to conduct a Final Fairness and Approval  
4 Hearing, and to enter a Final Order in this Action.

5           bb.     “Motion for Preliminary Approval” means Plaintiff’s written motion, including any  
6 evidence as may be required for the Court to grant preliminary approval of the Settlement  
7 Agreement, including as required by Rule 3.769 of the California Rules of Court.

8           cc.     “Net Settlement Amount” means the Gross Settlement Amount less the amount  
9 allocated to Settlement Administration Costs, Attorneys’ Fees and Costs, the Enhancement Payment,  
10 and the PAGA Payment.

11          dd.     “Notice of Objection Form” means the form that shall be sent to each Class Member  
12 and that a Class Member can return to the Settlement Administrator to object to the Settlement,  
13 substantially in the form attached hereto as **Exhibit B**.

14          ee.     “Objection” means the Class Member’s timely submission of a written objection  
15 notice to the Class Settlement, which must explain the reason for the objection and be signed by the  
16 Class Member.

17          ff.     “Operative Complaint” means the Second Amended Complaint to be filed by Plaintiff  
18 against Defendant as set forth in Section 2.01, below.

19          gg.     “PAGA” means the California Private Attorneys General Act of 2004, which is  
20 codified in California Labor Code §§ 2698, *et seq.*

21          hh.     “PAGA Payment” means the amount payable from the Gross Settlement Amount to  
22 resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid to  
23 the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

24          ii.     “PAGA Period” means the period from July 24, 2022, through the date of preliminary  
25 approval of the Settlement.

26          jj.     “Participating Class Member” means a Class Member who does not timely request to  
27 be excluded from the Settlement and will therefore receive a share of the Net Settlement Amount.  
28

1 kk. "Preliminary Approval Date" means the date the Court preliminarily approves the  
2 Settlement in accordance with the terms of this Agreement.

3 ll. "Preliminary Approval Order" means the order the Court enters approving and  
4 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the  
5 Final Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth  
6 in this Agreement, among other things.

7 mm. "Qualifying Pay Periods" means any pay period during which an Aggrieved  
8 Employee primarily worked for Defendant in California during the PAGA Period.

9 nn. "Qualifying Workweeks" means any week during which a Class Member primarily  
10 worked for Defendant in California during the Class Period.

11 oo. "Released Class Claims" means the claims being released as described in Section  
12 4.01, below.

13 pp. "Released PAGA Claims" means the claims being released as described in Section  
14 4.02, below.

15 qq. "Released Parties" are defined in Section 4.01, below.

16 rr. "Request for Exclusion form" means the form that shall be sent to each Class Member  
17 and that a Class Member can timely return to the Settlement Administrator to be excluded from the  
18 Class Settlement, substantially in the form attached here as **Exhibit C**.

19 ss. "Settlement" means the final resolution and disposition of the Action pursuant to this  
20 Agreement.

21 tt. "Settlement Administration Costs" means all costs (not to exceed \$2,990.00) incurred  
22 by the Settlement Administrator in administering the Settlement, including, but not limited to, the  
23 following: (i) printing, mailing and re-mailing (if necessary) of Class Notices to Class Members; (ii)  
24 preparing and submitting to Participating Class Members and government entities all appropriate tax  
25 filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments,  
26 the Enhancement Award, Attorneys' Fees and Costs, and the LWDA Payment; (iv) processing and  
27 validating Requests for Exclusions and Notices of Objection; (v) establishing a Qualified Settlement  
28 Fund ("QSF"), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the



appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

uu. “Settlement Administrator” means APEX Class Action Administration which will be responsible for the administration of the Settlement pursuant to the terms of this Agreement.

## ARTICLE II

### CONTINGENT NATURE OF THE AGREEMENT

#### **Section 2.01: Filing of the Second Amended Complaint**

As part of the settlement, the Parties shall stipulate to filing a Second Amended Complaint (“SAC”) in the action, which shall amend the putative class claims to include all facts, allegations and theories pled under the PAGA claim that were not part of the putative class claims.

The SAC shall become the Operative Complaint in the Action.

All material allegations in the SAC shall be deemed denied by Defendant without the necessity of Defendant filing an Answer to the SAC. The SAC shall be filed by Plaintiff with the Court prior to the Motion for Preliminary Approval.

#### **Section 2.02: Stipulation to Class Certification for Settlement Purposes**

The Parties agree that the Action will be stayed until the requests for preliminary and final approval of the Settlement are either granted or denied, except to proceed with those motions. Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Operative Complaint for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Action. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court.

#### **Section 2.03: Continued Best Efforts to Obtain Court Approval of Settlement**

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement in accordance with the terms of this Agreement and shall use their respective best efforts to obtain Court approval and to implement this

1 Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for  
2 Final Approval and instead addresses issues/concerns with the filed motion, the Parties agree to meet  
3 and confer to address the Court's concerns. If the Parties are unable to reach a resolution, the Parties  
4 agree to seek the assistance of mediator Lou Marlin to resolve the dispute.

5 **Section 2.04: Effect of Non-Occurrence of Effective Date**

6 If the Effective Date does not occur, the Parties agree as follows:

- 7 (a) Any conditional certification of the Class will be vacated and Plaintiffs,  
8 Defendant, and the Class will be returned to their positions with respect to the  
9 Action as if this Agreement had not been entered into. Any Settlement  
10 Administration costs incurred to that point will be split by the Parties.  
11 However, if Defendant exercises its option to terminate this Settlement (as  
12 addressed in Section 3.04(c)), Defendant shall be responsible for the full  
13 amount of Settlement Administration Costs incurred up to the date of  
14 termination.
- 15 (b) Any orders of the Court preliminarily or finally approving certification of any  
16 class contemplated by this Agreement shall be null, void, and vacated, and  
17 shall not be used or cited thereafter by any person or entity.
- 18 (c) The fact that the Parties were willing to stipulate to certification for the  
19 purposes of this Agreement shall have no bearing on, nor be admissible in  
20 connection with, the issue of certification of the Class with respect to any  
21 cause of action alleged in the Action.
- 22 (d) The fact of the settlement terms reflected in this Agreement and the fact that  
23 Defendant did not oppose the certification of a Class under this Agreement or  
24 that the Court preliminarily approved the certification of the Class shall not be  
25 used or cited thereafter by any person or entity in any manner whatsoever,  
26 including without limitation any contested proceeding relating to the  
27 certification of any class.  
28

(e) This Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever (except as addressed in this Section regarding costs and agreements).

### ARTICLE III

#### **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

##### **Section 3.01: Preliminary Approval and Conditional Class Certification**

Plaintiff will submit his Motion for Preliminary Approval (“Motion”) along with this Agreement to the Court for preliminary approval pursuant to Rule 3.769 of the California Rules of Court. The Motion will be scheduled to be heard within 90 calendar days from November 20, 2023, i.e., on or before February 16, 2024, or, if it is not possible to schedule a hearing on preliminary approval on or before February 16, 2024, then the Motion will be scheduled for the first available date thereafter. Plaintiff’s Motion for Preliminary Approval will request an order conditionally certifying the Class. The Motion for Preliminary Approval will request a hearing date for the Final Fairness and Approval Hearing to be included in the Preliminary Approval Order. Defendants will not oppose the Motion for Preliminary Approval. At least three (3) business days prior to submission of Plaintiffs’ Motion for Preliminary Approval, Plaintiffs’ counsel will prepare and deliver to Defense Counsel a draft of the Motion for Preliminary Approval papers for counsel’s review, including a draft of the notice, memorandum in support, and any supporting declarations. Any proposed changes or revisions shall be incorporated by Class Counsel to the extent Class Counsel deems them reasonable. However, if Class Counsel chooses not to incorporate Defendant’s requested changes or revisions, Defendant reserves the right to file and objection and/or opposition to Plaintiff’s Motion for Preliminary Approval of the parties’ Settlement.

##### **Section 3.02: The Settlement Administrator**

The Parties have chosen APEX Class Action Administration to administer the Settlement pursuant to this Agreement and to act as the Settlement Administrator. The Settlement Administrator shall perform all functions required under this Agreement and take necessary steps to effectuate the

Settlement, including, but not limited to, the following: distributing and responding to inquiries about the Class Notice; determining the validity of any Requests for Exclusion and/or notice of Objection; calculating the Net Settlement Amount and the Individual Settlement Payments; issuing the Individual Settlement Payment checks and distributing them to Participating Class Members and Aggrieved Employees; issuing the PAGA Payment to the LWDA; and issuing payment to Class Counsel for Attorneys' Fees and Costs, to Plaintiff for his Enhancement Award, and to the appropriate taxing authorities for the Employer's Share of Payroll Taxes, which will be paid by Defendant, separately and in addition to the Gross Settlement Amount. The Settlement Administrator shall provide Class Counsel with estimated average of the recovery for the Class Members, and the high and low ranges. To protect Class Members' privacy rights, the Settlement Administrator shall maintain any and all Class Member identifying information provided to it by Defendant ("Class Data") in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate the terms of this Agreement. The Settlement Administrator has a continuing duty to immediately notify Defense Counsel if it discovers the confidentiality of the Class Data has been breached.

**Section 3.03: Notice to Class Members**

No later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator the Class List.

Within ten (10) calendar days of receiving the Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known addresses, the Court approved Class Notice. The Class Notice will include a calculation of each Class Member's estimated share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of mailing of the Class Notice to postmark objections or Requests for Exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. Class Members shall not be required to submit claim forms in order to receive their share of the Net Settlement Amount.

If a Class Notice is returned with a forwarding address, the Settlement Administrator shall

1 re-mail the Class Notice to the forwarding address. With respect to each Class Member whose Notice  
2 is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall  
3 promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on a  
4 database such as LexisNexis based on set criteria and, if another address is identified, shall mail the  
5 Notice Packet to the newly identified address. It is the intent of the Parties that reasonable means be  
6 used to locate Class Members and that the Settlement Administrator be given discretion to take steps  
7 in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to  
8 the Participating Class Members.

9 If a Class Member's Notice is re-mailed, the Class Member shall have forty-five (45) days  
10 from the date of the initial mailing, to postmark objections or requests for exclusion. If the Class  
11 Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class  
12 Counsel and Defense Counsel as part of a weekly status report provided to the Parties.

13 In the event a Class Notice remains undeliverable forty-five (45) days after its initial mailing,  
14 the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The  
15 Settlement Administrator will hold the Class Member's Individual Settlement Payment during the  
16 Check-Cashing Period on behalf of the Class Member. If, at the conclusion of the Check-Cashing  
17 Period, the Class Member's Notice and Individual Settlement Payment remain undeliverable, the  
18 Settlement Administrator will redistribute the value of the uncashed settlement checks to those class  
19 members who have cashed their checks.

20 No later than thirty (30) court days prior to the Final Fairness and Approval Hearing, the  
21 Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration  
22 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
23 for and re-sending of any returned Notice Packets, as well as the number of requests for exclusion  
24 and objections that the Settlement Administrator received.

25 **Section 3.04: Responses to Notice**

26 **a. Settlement Terms Bind All Class Members Who Do Not Submit a Timely**  
27 **Request for Exclusion**

28 Any Class Member who does not affirmatively opt out of the Settlement by submitting a

1 timely Request for Exclusion will be bound by all of its terms including those pertaining to the  
2 Released Class Claims and Released PAGA Claims, as well as any Final Order that may be entered  
3 by the Court if it grants final approval of the Settlement. However, any Aggrieved Employee who  
4 opts out of the Settlement will still be releasing the PAGA Released Claims.

5 **b. Class Member Disputes**

6 If a Class Member/Aggrieved Employee disputes the Individual Settlement Payment  
7 Amount or basis thereof, the Class Member/Aggrieved Employee may produce evidence to the  
8 Settlement Administrator for the Class/PAGA Period. In order for the dispute to be considered,  
9 s/he must follow the directions on the Notice of Class Action Settlement.

10 Written notice of the dispute must be received by the Settlement Administrator within 45  
11 calendar days of the mailing or any remailing of the Notice. The date of mailing of the Notice by the  
12 Settlement Administrator to the Class Member, and the date the notice of dispute was postmarked,  
13 shall be conclusively determined according to the records of the Settlement Administrator. Upon the  
14 timely receipt of any dispute, the Settlement Administrator will notify Defense Counsel in writing  
15 (email constitutes a writing for this purpose) of the dispute within three (3) business days of receipt  
16 and let Class Counsel know generally that an individual has disputed the Individual Settlement  
17 Amount, or basis thereof, without providing full details of the dispute. Defendant's records will be  
18 presumed determinative, absent evidence to rebut Defendant's records, but the Settlement  
19 Administrator will evaluate the evidence submitted by the Class Member and make the final decision  
20 as to the validity of such evidence.

21 **c. Requests for Exclusion from Class Members**

22 By entering into this Agreement, Plaintiff agrees that he will not request exclusion from the  
23 Class. Class Members who wish to exclude themselves (opt-out of) from the Class Settlement must  
24 send the Administrator by mail, a Request for Exclusion that must be signed by the Class Member  
25 or his or her authorized representative, include the last four digits of his/ Social Security Number (to  
26 verify his/her identity) and identify the case as Vasquez v. Super T Transport, Inc. postmarked by no  
27 later than forty-five (45) days after the date the Settlement Administrator initially mails or re-mails  
28 (if necessary) the Notice Packet to the Class Members. The Class Notice shall contain instructions

on how to validly exclude oneself from the Class and this Settlement, but the Request for Exclusion must just state that they request exclusion from the class and do not wish to participate in the settlement, or words to that effect. The date of the initial mailing of the Class Notice, and the date the signed Request for Exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly submits a Request for Exclusion will not be entitled to any Individual Settlement Payment from the Net Settlement Amount, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon. However, even if Class Members validly opt out of the Settlement, they will still be entitled to a portion of the employees' share of the PAGA Payment if the Class Member also qualifies as an Aggrieved Employee. The Parties agree that the Court's approval of the Settlement Payment, inclusive of the settlement and release pertaining to the PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion effect to the fullest extent of the law.

Any Class Member who fails to timely submit a Request for Exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

Defendant has the unilateral right to void this Agreement in the event more than ten percent (10%) of Class Members opt out of the Settlement. Defendant must notify Class Counsel and the Court whether it is exercising this right to void no later than fourteen (14) days after the end of the class notice period and the Settlement Administrator notifies the Parties of the total number of valid Request for Exclusion Forms it has received. If Defendant exercises this option, it must pay for any costs incurred by the Settlement Administrator.

#### **d. Objections to Settlement**

Class Members may object to the Settlement by submitting to the Settlement Administrator) his or her notice of Objection or by appearing at the Final Fairness and Approval Hearing to explain their objection(s). In order for a Class Member to object to this Agreement, or any term of it, the

1 Class Member must not submit a Request for Exclusion notice (*i.e.*, must not opt out). The Objection  
2 notice must include the Class Member's full name, address and telephone number, and a written  
3 statement of the grounds of objection, and be signed by the objecting Class Member or his or her  
4 attorney, along with all supporting papers for the objection as applicable (such as documents showing  
5 that the number of workweeks calculated is incorrect). Settlement Class Members who fail to make  
6 objections in the manner specified above shall be deemed to have waived any objections and shall  
7 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

8 The notice of Objection and supporting papers must be sent to the Settlement Administrator  
9 by mail/fax no later than forty-five (45) days after the Class Notice was initially mailed to the Class  
10 Members (or ten (10) days after the Settlement Administrator re-mails the Notice to the Class  
11 Member, whichever is later). The date of the initial mailing of the Class Notice, and the date the  
12 signed notice of Objection was postmarked, shall be conclusively determined according to the  
13 records of the Settlement Administrator. The Settlement Administrator shall send any notice of  
14 Objection it receives to Defense Counsel and Class Counsel within three (3) business days of receipt.

15 The Court retains final authority with respect to the consideration and admissibility of any  
16 Class Member objections.

17 **e. Encouragement of Class Members**

18 The Parties, Class Counsel, and Defense Counsel shall not, directly or indirectly, through any  
19 person, encourage or solicit any Class Member to exclude himself or herself from this Settlement  
20 (opt out) or to object to the Settlement. However, nothing in this Agreement shall bar or prohibit  
21 any Party, Class Counsel, or Defense Counsel from responding to questions from Class Members  
22 concerning this Settlement.

23 **Section 3.05: Final Fairness and Approval Hearing**

24 The Final Fairness and Approval Hearing shall be held before the Court in order to (1) review  
25 this Agreement and determine whether the Court should grant final approval pursuant to the Motion  
26 for Final Approval, and (2) consider any timely objections made pursuant to Section 3.04(d), above,  
27 and any responses from the Parties to such objections. At the Final Fairness and Approval Hearing,  
28 the Parties shall ask the Court to grant final approval of this Agreement and shall submit to the Court



1 a proposed Final Order and Judgment.

2 **Section 3.06: Settlement Payment Procedures**

3 **a. Funding the Settlement Amount**

4 In exchange for the releases set forth in this Agreement and subject to the terms and  
5 conditions set forth herein, One Hundred and Eight Thousand, Seven Hundred and Ninety-One  
6 Dollars (\$108,791.00) on a non-reversionary basis. The Gross Settlement Amount includes  
7 Individual Settlement Payments to Participating Class Members and Aggrieved Employees,  
8 Settlement Administration Costs, Attorneys' Fees and Costs, the Enhancement Payment, and the  
9 LWDA Payment. The Employer's Share of Payroll Taxes will be paid by Defendant, separate from  
10 and in addition to the Gross Settlement Amount.

11 The GSA will be payable by Defendant fifteen (15) calendar days after the Effective Date of  
12 the Settlement.

13 In no event shall Defendant be required to pay more than the GSA, other than as provided in  
14 this Section (employer's share of payroll taxes) and Section 3.06(b) (if the escalator clause is  
15 triggered).

16 **b. Escalator Clause**

17 Defendant represented at the parties' mediation held on November 20, 2023, that,  
18 through October 16, 2023, there were approximately 542 Qualifying Workweeks in the Class Period.  
19 If the number of Qualifying Workweeks covered by the Settlement through October 16, 2023, is  
20 more than ten percent (10%) greater than 542 (i.e., 597 workweeks), then Defendant will have the  
21 choice of: (1) proportionally increasing the Gross Settlement Amount above the ten percent (10%)  
22 according to the following formula (Total Number of workweeks divided by 597  $\times$  \$108,791.00); or  
23 (2) ending the settlement Class Period on the last day before the 10% threshold is exceeded.

24 **c. Payment of Attorneys' Fees and Costs**

25 Class Counsel shall apply for an award of attorneys' fees of up to one-third (33 and 1/3%) of  
26 the Gross Settlement Amount, which is Thirty-Six Thousand, Two Hundred Sixty-Three Dollars and  
27 Sixty-Seven Cents (\$36,263.67). In addition, subject to Court approval, Class Counsel shall be  
28 entitled to an award of reasonable costs associated with Class Counsel's prosecution of the Action

1 not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). Such application for attorneys'  
2 fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants  
3 will not object to or oppose Plaintiffs' application for these amounts. Class Counsel shall be paid any  
4 Court-awarded attorneys' fees and costs as provided in this Section. The Court's approval of  
5 attorneys' fees and/or costs in an amount less than that requested by Class Counsel shall not  
6 invalidate this Agreement.

7 The Attorneys' Fees and Costs approved by the Court shall encompass all work performed  
8 and all costs and expenses related to the investigation, prosecution, and settlement of the Action  
9 incurred through the Effective Date. To the extent that the Court approves less than the amounts of  
10 attorneys' fees and/or costs that Class Counsel requests, the difference between the requested and  
11 awarded amounts will be reallocated to the Net Settlement Amount.

12 **d. Payment of Settlement Administration Costs**

13 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
14 shall not constitute payment to any Participating Class Member. Class Counsel will submit  
15 an application for Court approval for an allocation of Settlement Administration Costs no greater than  
16 Two Thousand Nine Hundred and Ninety Dollars (\$2,990.00). Defendant will not object to or oppose  
17 Plaintiff's application for this amount. To the extent there are unused funds of this cost allocation,  
18 such funds will be reallocated to the Net Settlement Amount. The Settlement Administration costs  
19 shall be paid in accordance with this Section.

20 **e. Payment of Enhancement Payments to Plaintiff**

21 Subject to Court approval, Plaintiff shall receive an Enhancement Payment of up to Ten  
22 Thousand Dollars and Zero Cents (\$10,000.00) for his services as class representative and in  
23 exchange for a general release of Plaintiff's claims. Defendant will not oppose this request. The  
24 Enhancement Payment will be paid from the Gross Settlement Amount and is not allocated as  
25 payment to any Participating Class Member. Plaintiff shall be paid the Court-awarded Enhancement  
26 Payment in accordance with this Section. To the extent that the Court approves less than the amount  
27 of the Enhancement Payment that Plaintiff has requested, the difference between the requested and  
28 awarded amount will be reallocated to the Net Settlement Amount.

1 Because it is the intent of the Parties that the Enhancement Payment represents payment to  
2 Plaintiff for services performed on behalf of the Class Members and not to be considered wages, the  
3 Settlement Administrator will not withhold any taxes from the Enhancement Payment. The  
4 Enhancement Payment will be reported on an IRS Form 1099, which the Settlement Administrator  
5 will provide to each Plaintiff and to the pertinent taxing authorities as required by law.

6 **f. LWDA Payment**

7 In consideration of claims alleged under PAGA, Class Counsel will request that the Court  
8 approve allocation of Five Thousand Dollars (\$5,000.00) of the Gross Settlement Amount as PAGA  
9 penalties. Seventy-five percent (75%), or Three Thousand Seven Hundred and Fifty Dollars  
10 (\$3,750.00), of this amount will be paid to the LWDA, and twenty-five percent (25%), or One  
11 Thousand, Two Hundred and Fifty Dollars (\$1,250.00) will be payable from the Gross Settlement  
12 Amount for distribution to Aggrieved Employees. Defendant will not oppose this request for  
13 allocation and distribution of payments under this Section 3.06(f). The Court's adjustment, if any, of  
14 the amount allocated as PAGA penalties will not invalidate this Agreement, as long as the Gross  
15 Settlement Amount does not exceed \$108,791.00 (excluding Defendant's share of the payroll taxes  
16 applicable to the Net Settlement Amount allocated to wages) and subject to Section 3.06(b) above  
17 and final approval of the Settlement is granted.

18 **g. PAGA Payments to Aggrieved Employees**

19 If a Class Member requests exclusion from the Settlement, the Class Member will still receive  
20 his or her share of the employees' portion of the PAGA Payment if he/she is an Aggrieved Employee.  
21 The share of the PAGA Payment will be determined on a pro rata basis based upon the number of  
22 Qualifying Pay Periods that the Aggrieved Employee worked during the PAGA Period. The Parties  
23 agree that the Court's approval of the Settlement Payment, inclusive of the settlement and release  
24 pertaining to the PAGA claim, shall be entitled to res judicata, issue preclusion, and claim preclusion  
25 effect to the fullest extent of the law. *See Arias v. Superior Ct.* (2009) 46 Cal.4th 969, 986 ("Because  
26 an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004  
27 functions as a substitute for an action brought by the government itself, a judgment in that action  
28 binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an

1 action brought by the government. ... Accordingly, with respect to the recovery of civil penalties,  
2 nonparty employees as well as the government are bound by the judgment in an action brought under  
3 the act.”).

4 **h. Individual Settlement Payments to Participating Class Members**

5 The Parties agree that the Net Settlement Amount shall be used to fund Individual Class  
6 Settlement Payments and Individual PAGA Settlement Payments (collectively, “Individual  
7 Settlement Payments”). The Parties agree that the Net Settlement Amount shall be divided between  
8 all Participating Class Members in proportion to the number of Qualifying Workweeks for each Class  
9 Member. To calculate the amount each Participating Class Member will receive, the Net Settlement  
10 Amount will be divided by the total number of Qualifying Workweeks worked by all Participating  
11 Class Members during the Class Period to determine the base dollar amount per Qualifying  
12 Workweek. The Settlement Administrator shall then multiply the number of Qualifying Workweeks  
13 for each Participating Class Member by the base dollar amount. In addition, all Aggrieved Employees  
14 shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees  
15 based on their Qualifying Pay Periods during the PAGA Period. The Settlement Administrator shall  
16 disperse Individual Settlement Payments to Participating Class Members in compliance with Section  
17 3.06 (a) above.

18 Each Individual Settlement Payment will represent wages, penalties, expenses and interest  
19 allocated using the following formula: twenty five percent (25%) allocated to wages (with legally  
20 required tax withholding) and seventy five percent (75%) allocated to penalties, expenses and  
21 interest.

22 Based on the information contained in the Class List, the Settlement Administrator shall  
23 calculate: (a) the Net Settlement Amount, (b) the Individual Settlement Payment for each  
24 Participating Class Member based on the formula specified above, (c) the amount of the Individual  
25 Settlement Payments to be allocated to wages and interest and penalties based on the formula  
26 specified above, (d) Defendant’s share of the payroll taxes applicable to the Net Settlement Amount  
27 allocated to wages; and (e) the employee tax withholding amount based on the allocation of each  
28 Individual Settlement Payment to wages.

1 Individual Settlement Payments allocated to wages will be reduced by applicable employee  
2 withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the  
3 Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 for the  
4 interest, expenses and penalty portions of the Individual Settlement Payments.

5 Participating Class Members shall have 180 days from the date their Individual Settlement  
6 Payment checks are dated to cash their settlement checks.

7 **i. Distribution of the Gross Settlement Amount**

8 The Settlement Administrator will distribute the Individual Settlement Payments to  
9 Participating Class Members in accordance with Section 3.06(a) above. If Individual Settlement  
10 Payments are returned to the Settlement Administrator as undeliverable, the Settlement  
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
12 a mass search on a database such as LexisNexis based on set criteria and, if another address is  
13 identified, shall mail the check to the newly identified address. If the Settlement Administrator is  
14 unable to obtain a valid mailing address or if any funds representing Individual Settlement Payments  
15 remain uncashed upon the expiration of the Check-Cashing Period, the Settlement Administrator will  
16 deliver the monies represented by the check to the State of California's State Controller Unclaimed  
17 Property Fund with an identification of the amount of unclaimed funds attributable to each Class  
18 Member.

19 **j. No Credit Toward Benefit Plans**

20 The Individual Settlement Payments made to Participating Class Members under this  
21 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
22 calculate any additional benefits under any benefit plans to which any Class Members may be  
23 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
24 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
25 intent that this Agreement will not affect any rights, contributions, or amounts to which any Class  
26 Members may be entitled under any benefit plans.

1 **ARTICLE IV**

2 **RELEASES**

3 **Section 4.01: Releases by Participating Class Members and Plaintiffs**

4 The “Settlement Class Release Period” runs from February 24, 2019 through the date of preliminary  
5 approval of the settlement (unless the Escalator is triggered and Defendant elects to end the  
6 Settlement Class Release Period sooner in accordance with Section 3.06(b) of this Agreement.)  
7 During the Settlement Class Release Period, Plaintiffs and Participating Class Members will release  
8 the Released Parties (defined in this paragraph below) from all claims under federal, state or local  
9 law, that were asserted or could have been asserted based solely upon the facts, claims, and theories  
10 expressly pleaded in the Second Amended Complaint or any prior Complaints, including claims for  
11 violations of Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5,  
12 226, 226.2, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256, 432.5, 432.7, 510, 512, 558, 558.1, 976,  
13 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802, 2810.5,  
14 the applicable provisions of the Industrial Welfare Commission (“IWC”) wage orders, California  
15 Civil Section sections 1786 *et. seq.*, 15 U.S.C. sections 1681 *et. seq.*, and the following claims and/or  
16 theories, which include, but are not limited to: (1) recovery of unpaid wages and liquidated damages;  
17 (2) failure to furnish accurate itemized wage statements, (3) failure to timely pay all wages due upon  
18 separation of employment, (4) failure to timely pay wages during employment, (5) failure to pay  
19 overtime pay at the regular rate of pay (6) failure to reimburse business expenses, (7) unfair  
20 competition practices, (8) failure to provide compliant meal periods, (9) failure to authorize and  
21 permit rest breaks, (10) failure to maintain accurate payroll and timekeeping records, (11) violation  
22 of Labor Code §§ 221-22 (unlawful to collect, withhold, or receive any part of an employee’s wages),  
23 (12) violation of Labor Code § 223 (unlawful for employers to secretly pay wages lower than those  
24 required by contract or statute), (13), violation of Labor Code § 226 (and inaccurate wage  
25 statements), (14) violation of Labor Code § 216 (refusal to pay wages upon demand), (15) violation  
26 of Labor 226.2 (compensation for nonproductive time), (16) violations of Labor Code §§ 1198 and  
27 1199 (requiring an employee to work longer than the maximum hours of work or in violation of  
28 standard conditions under other Labor Code provisions); (17) violation of Labor Code § 224

(unlawful deductions), (18) violations of Labor Code §§ 233, 234, 245-245.8 (paid sick leave provisions), (19) violations of Labor Code § 248.2 (Covid-19 supplemental paid sick leave provision), (20) violation of Labor Code § 432.5 (cannot require an employee to agree to unlawful terms of employment), (21) violations of Labor Code § 227.3 (failure to pay all vested vacation wages or paid time off at time of termination), (22) violation of Labor Code § 432.7 (impermissible inquiries pertaining to criminal histories); (23) violations of Labor Code § 976 (false advertisements re employee compensation), (24) violation of Labor Code § 2810.5 (failure to provide written notice re employment-related information); (25) violation of Labor Code § 1024.5, Calif. Civil Code §§ 1786 *et. seq.*, and 15 U.S.C. §§ 1681 *et. seq.* (consumer credit reports) and (26) requesting employees to sign unlawful non-compete, non-solicitation, or non-disclosure agreements. Plaintiff also seeks an award of attorney's fees, costs and interest based on these allegations. Together, all of these claims, allegations and/or theories, are collectively referred as the "Released Class Claims".

Plaintiff and Participating Class Members will waive and release the Released Class Claims against Defendant Super T Transport, Inc., together with its current and former officers, directors, employees, and agents (collectively, including Defendant, the "Released Parties").

#### **Section 4.02: PAGA Release by Plaintiff and the State of California**

a. The "PAGA Release Period" runs from July 24, 2022 through the date of preliminary approval of the settlement. In addition to the release set forth in Section 4.01 above, for the PAGA Release Period, Plaintiff and the State of California shall be deemed to have released the Released Parties of any and all claims and/or causes of action under the PAGA that were asserted or could have been asserted by the Labor Commissioner for the violations expressly pleaded in the Second Amended Complaint and/or any prior Complaints, and/or as set forth in the LWDA Notice against Defendant dated February 24, 2023, including violations of Labor Code sections 98, 201-203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5, 226, 226.2, 226.6, 226.7, 227.3, 233-234, 245-248.6, 256. 432.5, 432.7, 510, 512, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698-2699.5, 2802, 2810.5, the applicable provisions of the Industrial Welfare Commission ("IWC") wage orders, California Civil Section sections 1786 *et. seq.*, 15 U.S.C. sections 1681 *et. seq.*, and the following claims and/or theories, which include, but are not limited to: (1)

1 recovery of unpaid wages and liquidated damages; (2) failure to furnish accurate itemized wage  
2 statements, (3) failure to timely pay all wages due upon separation of employment, (4) failure to  
3 timely pay wages during employment, (5) failure to pay overtime pay at the regular rate of pay (6)  
4 failure to reimburse business expenses, (7) unfair competition practices, (8) failure to provide  
5 compliant meal periods, (9) failure to authorize and permit rest breaks, (10) failure to maintain  
6 accurate payroll and timekeeping records, (11) violation of Labor Code §§ 221-22 (unlawful to  
7 collect, withhold, or receive any part of an employee's wages), (12) violation of Labor Code § 223  
8 (unlawful for employers to secretly pay wages lower than those required by contract or statute), (13),  
9 violation of Labor Code § 226 (inaccurate wage statements), (14) violation of Labor Code § 216  
10 (refusal to pay wages upon demand), (15) violation of Labor 226.2 (compensation for nonproductive  
11 time), (16) violations of Labor Code §§ 1198 and 1199 (requiring an employee to work longer than  
12 the maximum hours of work or in violation of standard conditions under other Labor Code  
13 provisions); (17) violation of Labor Code § 224 (unlawful deductions), (18) violations of Labor  
14 Code §§ 233, 234, 245-245.8 (paid sick leave provisions), (19) violations of Labor Code § 248.2  
15 (Covid-19 supplemental paid sick leave provision), (20) violation of Labor Code § 432.5 (cannot  
16 require an employee to agree to unlawful terms of employment), (21) violations of Labor Code  
17 § 227.3 (failure to pay all vested vacation wages or paid time off at time of termination),  
18 (22) violation of Labor Code § 432.7 (impermissible inquiries pertaining to criminal histories);  
19 (23) violations of Labor Code § 976 (false advertisements re employee compensation), (24)  
20 violation of Labor Code § 2810.5 (failure to provide written notice re employment-related  
21 information);(25) violation of Labor Code § 1024.5 (consumer credit reports), and (26) requesting  
22 employees to sign unlawful non-compete, non-solicitation, or non-disclosure agreements. Plaintiff  
23 also seeks an award of attorney's fees, costs and interest based on these allegations. Together, all of  
24 these claims, allegations and/or theories, are collectively referred as the "Released PAGA Claims".

#### 25 **Section 4.03: General Release by Plaintiff**

26 For and during the Settlement Class Release Period, Plaintiff, for himself, his heirs,  
27 successors, and assigns, waive, release, acquit, and forever discharges the Released Parties from any  
28 and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising



1 from Plaintiff's employment with Defendant Super T Transport, Inc., whether known or unknown,  
2 which exist or may exist as of the Parties' execution of this Agreement.

3 Section 1542 of the California Civil Code provides as follows:

4 *"A general release does not extend to claims that the creditor or releasing party*  
5 *does not know or suspect to exist in his or her favor at the time of executing the*  
6 *release and that, if known by him or her, would have materially affected his or*  
7 *her settlement with the debtor or released party."*

8 Plaintiff's general release provided herein is made with an express waiver and relinquishment of any  
9 claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants that he has read this  
10 Agreement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted  
11 with or had the opportunity to consult with counsel about this Agreement and specifically about the  
12 waiver of § 1542, and that Plaintiff understands this Agreement and the § 1542 waiver, and so he  
13 freely and knowingly enters into this Agreement. Plaintiff further acknowledges that he later may  
14 discover facts different from or in addition to those Plaintiff now knows or believes to be true  
15 regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the  
16 releases and agreements contained in this Agreement shall remain effective in all respects  
17 notwithstanding any later discovery of any different or additional facts.

18 **Section 4.04: No Additional Attorneys' Fees or Costs**

19 Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set  
20 forth herein, the Parties agree to bear their own attorneys' fees and costs related to this Action.

21 **Section 4.05: Inapplicability of California Labor Code 206.5**

22 The Participating Class Members, including Plaintiff, shall be deemed to have acknowledged  
23 and agreed that there is a bona fide dispute as to their claim for wages and/or penalties and/or any  
24 other recovery solely in connection with this Action, and that the payments to them set forth in this  
25 Agreement constitute payment of all sums allegedly due to them solely from the claims alleged in  
26 the Action. Participating Class Members, including Plaintiff, shall be deemed to have acknowledged  
27 and agreed that Labor Code section 206.5 does not apply to any such payments. That section provides  
28 in pertinent part as follows: **"No employer shall require the execution of any release of any claim**

1 or right on account of wage due, or to become due, or made as an advance on wages to be  
2 earned, unless payment of such wages has been made.” Each Participating Class Member shall  
3 be deemed to have made the foregoing Release as if by manually signing it. This section in no way  
4 limits the releases set forth in Sections 4.01, 4.02 and 4.03, above.

## 5 **ARTICLE V**

### 6 **LIMITATIONS ON USE OF THIS SETTLEMENT**

#### 7 **Section 5.01: No Admission**

8 Defendant disputes the allegations in the Action and contends that, but for this Settlement, a  
9 Class should not have been certified in the Action. This Agreement is entered into solely for the  
10 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
11 construed as an admission of liability or wrongdoing by Defendant. The Parties enter into this  
12 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and  
13 risk of continued litigation. In entering into this Agreement, Defendant does not admit—and in fact  
14 specifically denies—that it violated any federal, state, or local law; violated any regulations or  
15 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal  
16 requirements; breached any contract; violated or breached any duty; engaged in any  
17 misrepresentation or deception; or engaged in any other unlawful conduct with respect to any and all  
18 employees at Defendant. Neither this Agreement, nor any of its terms or provisions, nor any of the  
19 negotiations connected with it, will be construed as an admission or concession by Defendant of any  
20 such violations or failures to comply with any applicable law. Except as necessary in a proceeding  
21 to enforce the terms of this Agreement, this Agreement and its terms and provisions will not be  
22 offered or received as evidence in any action or proceeding to establish any liability or admission on  
23 the part of Defendant or the Released Parties or to establish the existence of any condition  
24 constituting a violation of, or non-compliance with, federal, state, local, or other applicable law.

#### 25 **Section 5.02: Non-Evidentiary Use**

26 Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the  
27 Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed  
28 to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including

1 but not limited to, evidence of a presumption, concession, indication, or admission by any of the  
2 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or  
3 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
4 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
5 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims  
6 released through this Agreement.

7 **Section 5.03: Nullification**

8 The Parties have agreed to the certification of the Class encompassing all claims alleged in  
9 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
10 make a final determination that it will not certify this Class for settlement, or (b) the Court should  
11 for any reason make a final determination that it will not approve this Settlement, or (c) the Court  
12 should for any reason make a final determination that it will not enter the Final Order, or (d) the Final  
13 Order is reversed, or declared or rendered void, or (e) the Court should for any reason make a final  
14 determination that it will not dispose of the Action in its entirety, then (i) this Agreement shall be  
15 considered null and void; (ii) neither this Agreement nor any of the related negotiations or  
16 proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same  
17 position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court;  
18 and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action  
19 pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in  
20 connection with, the issue of whether the Class should be certified by the Court in a non-settlement  
21 context in this Action or any other action, and in any of those events, Defendant expressly reserves  
22 the right to oppose certification of the Class.

23 **ARTICLE VI**

24 **MISCELLANEOUS PROVISIONS**

25 **Section 6.01: Amendments or Modification**

26 The terms and provisions of this Agreement may be amended or modified only by an express  
27 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.  
28

1           **Section 6.02: Assignment**

2           None of the rights, commitments, or obligations recognized under this Agreement may be  
3 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
4 consent of all other Parties and their respective counsel. The representations, warranties, covenants,  
5 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
6 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

7           **Section 6.03: Governing Law**

8           This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
9 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
10 of laws.

11           **Section 6.04: Entire Agreement**

12           This Agreement, including the Exhibits A – C, referred to herein, which forms an integral  
13 part hereof, contains the entire understanding of the Parties with respect to the subject matter  
14 contained herein. In case of any conflict between text contained in Articles I through VI of this  
15 Agreement and text contained in the Exhibit to this Agreement, the former (*i.e.*, Articles I through  
16 VI) shall be controlling, unless the Exhibit is changed by or in response to a Court order. There are  
17 no restrictions, promises, representations, warranties, covenants, or undertakings governing the  
18 subject matter of this Agreement other than those expressly set forth or referred to herein. This  
19 Agreement supersedes all prior agreements and understandings among the Parties with respect to the  
20 Settlement of the Action, including correspondence between Class Counsel and Defense Counsel  
21 and drafts of prior agreements or proposals.

22           **Section 6.05: Waiver of Compliance**

23           Any failure of any Party, Class Counsel, or Defense Counsel to comply with any obligation,  
24 covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing,  
25 to the extent permitted under applicable law, by the Party or Parties and their respective counsel  
26 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to  
27 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition  
28 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

1           **Section 6.06: Counterparts and Electronic Signatures**

2           This Agreement, and any amendments hereto, may be executed in any number of  
3 counterparts, and any Party and/or their respective counsel may execute any such counterpart, each  
4 of which when executed and delivered shall be deemed to be an original. All counterparts taken  
5 together shall constitute one instrument. A fax, PDF, or electronic signature on this Agreement shall  
6 be as valid as an original signature.

7           **Section 6.07: Meet and Confer Regarding Disputes**

8           Should any dispute arise among the Parties or their respective counsel regarding the  
9 implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet  
10 and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

11          **Section 6.08: Agreement Binding on Successors**

12          This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
13 of each of the Parties.

14          **Section 6.09: Cooperation in Drafting**

15          The Parties have cooperated in the negotiation and preparation of this Agreement. This  
16 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
17 was the drafter or participated in the drafting of this Agreement.

18          **Section 6.10: Fair and Reasonable Settlement**

19          The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
20 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
21 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
22 further believe that the Settlement is consistent with public policy, and fully complies with applicable  
23 law. The Parties further acknowledge that they are each represented by competent counsel and have  
24 had an opportunity to consult with their counsel regarding the fairness and reasonableness of this  
25 Settlement.

26          **Section 6.11: Headings**

27          The descriptive heading of any section or paragraph of this Agreement is inserted for  
28 convenience of reference only and does not constitute a part of this Agreement and shall not be

1 considered in interpreting this Agreement.

2 **Section 6.12: Notice**

3 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
4 communications under this Agreement must be in writing and addressed as follows:

5 *To Plaintiffs and the Class:*

6 Zachary M. Crosner  
7 Brandon Brouillette  
8 CROSNER LEGAL, P.C.  
9 9440 Santa Monica Blvd. Suite 301  
10 Beverly Hills, CA 90210  
11 T: (310) 496-5818  
12 E: zach@crosnerlegal.com  
13 bbrouillette@crosnerlegal.com

14 And

15 *To Defendant:*

16 David G. Hagopian  
17 Garrett V. Jensen  
18 Marianne C. Koepf  
19 CDF LABOR LAW LLP  
20 18300 Von Karman Avenue, Suite 800  
21 Irvine, CA 92612  
22 T: (949) 622-1661  
23 E: dhagopian@cdf litigation.com  
24 gjensen@cdf laborlaw.com  
25 mkoepf@cdf laborlaw.com

26 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

27 To the extent consistent with class action procedure, this Agreement shall be enforceable by  
28 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
extent to enforce and effectuate the terms and intent of this Agreement.

29 **Section 6.14: Mutual Full Cooperation**

30 The Parties agree fully to cooperate with each other to accomplish the terms of this  
Agreement, including but not limited to execution of such documents, and taking such other action

as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement (after execution of this agreement), or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

**Section 6.15: Authorization to Act**

Class Counsel represent and warrant that they are authorized by Plaintiffs, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

**Section 6.16: No Reliance on Representations**

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Dated: 12 / 23 / 2024, 2024



Shawn Vasquez  
Plaintiff

Dated: \_\_\_\_\_, 2024

Peter Haver  
President of Super T Transport, Inc.

as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement (after execution of this agreement), or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

**Section 6.15: Authorization to Act**

Class Counsel represent and warrant that they are authorized by Plaintiffs, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties. Defendant represents and warrants that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

**Section 6.16: No Reliance on Representations**

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Shawn Vasquez  
Plaintiff



Dated: December 20, 2024

\_\_\_\_\_  
Peter Haver  
President of Super T Transport, Inc.



1 APPROVED AS TO CONTENT AND FORM:

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Dated: December 26, 2024

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Dated: \_\_\_\_\_, 2024

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Brandon Brouillette  
CROSNER LEGAL  
Attorneys for Plaintiff

Garrett V. Jensen  
CDF LABOR LAW LLP  
Attorneys for Defendant Super T Transport, Inc.

1 APPROVED AS TO CONTENT AND FORM:

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4 Dated: \_\_\_\_\_, 2024

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8 Dated: December 30, 2024

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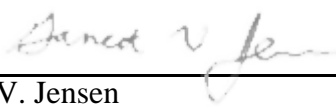
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\_\_\_\_\_  
Brandon Brouillette  
CROSNER LEGAL  
Attorneys for Plaintiff

  
\_\_\_\_\_  
Garrett V. Jensen  
CDF LABOR LAW LLP  
Attorneys for Defendant Super T Transport, Inc.