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Attorneys for Defendant
 Swift Transportation, Inc.

11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE DISTRICT OF ARIZONA**

14 Pamela A. Julian, on her own behalf , and
 15 on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 Swift Transportation, Inc. and Swift
 Transportation Co. of Arizona, LLC,

19 Defendants.

Case No CV-16-00576-ROS

**JOINT STIPULATION OF
 COLLECTIVE ACTION
 SETTLEMENT**

1 5. Following the issuance of notice approved by the Court, approximately
2 9,578 employee Trainee drivers filed Consent Forms to join the Action on or before the opt-
3 in deadline of January 16, 2018.

4 6. On December 28, 2018, the Court granted Plaintiffs' motion for summary
5 judgment holding, in part, that "Swift was entitled to deduct no more than eight hours per day
6 as time Plaintiffs were allowed to sleep." *Julian v. Swift Transp. Co. Inc.*, 360 F. Supp. 3d
7 932, 952 (D. Ariz. 2018).

8 7. On December 27, 2019, the Court granted Plaintiffs' motion for damages,
9 holding that Plaintiffs were entitled to damages attributable to unpaid sleeper berth time over
10 8 hours per day, in the amount of \$7,839,834. *Julian v. Swift Transp. Co. Inc.*, 2019 U.S. Dist.
11 LEXIS 221423, at *12-18, *21 (D. Ariz. Dec. 27, 2019).

12 8. On April 20, 2020, the parties filed their joint pretrial order, proposed
13 jury instructions, juror questionnaire, and verdict forms. Dkt. Nos. 262, 264, 265, 270, 271.
14 In addition, the parties each filed their respective trial memoranda of law. Dkt. Nos. 267, 272.
15 Swift filed four motions *in limine*, see Dkt. Nos. 263, 266, 268, 273, and Plaintiffs filed eight
16 motions *in limine* as a single omnibus filing. Dkt. 269.

17 9. On August 10, 2020, Swift, Counsel for Swift, and Counsel for Named
18 Plaintiff Julian and all opt-in employee Trainee driver Plaintiffs (the "Collective") participated
19 in a mediation conducted by Antonio Piazza, a nationally recognized mediator experienced in
20 class and collective action cases, to resolve all disputes related to the Action. On August 12,
21 2020, the Parties accepted Mr. Piazza's mediator's proposal and agreed, subject to approval of
22 this Court, to a settlement of the Action. The Parties entered into this Settlement Agreement
23 to memorialize their settlement.

24 10. Counsel for the Collective has thoroughly investigated the facts of the
25 Complaint and has diligently pursued an investigation of the Collective's claims against Swift.
26 As part of formal discovery, Swift produced, and Collective Counsel reviewed, DOT logs,
27 wage statements, wage and hour policies, among other documents and information. Swift took
28 the depositions of eleven opt-in plaintiffs. Plaintiffs took five depositions of Swift's corporate

1 representative witnesses designated pursuant to FRCP 30(b)(6), and nine depositions of Swift
2 trainers.

3 11. The Parties recognize the issues in the Action are likely only to be
4 resolved with extensive and costly proceedings; recognize that further litigation will cause
5 inconvenience, distraction, disruption, delay and expense disproportionate to the potential
6 benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any
7 litigation. Based on their own independent investigation and evaluation, Collective Counsel
8 is of the opinion that the settlement with Swift for the consideration and on the terms in this
9 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
10 Collective, given all known facts and circumstances, the dispute between the parties as to legal
11 precedent governing the dispute, the risk of significant delay, the defenses asserted by Swift,
12 and numerous potential appellate issues. Likewise, while Swift specifically denies all liability,
13 it has agreed to enter into this Settlement Agreement to avoid the cost and business disruption
14 associated with further defending the Action.

15 12. The Parties have agreed to fully, finally, and forever compromise and
16 settle all claims asserted in the Action. To achieve a complete release of Swift, each Collective
17 Member acknowledges this Settlement Agreement is intended to include in its effect all claims
18 raised in the Action or that could have been raised based on the facts alleged, including, but
19 not limited to: claims for unpaid wages, minimum wages, overtime, or relief under the FLSA,
20 or any state or local law regulating hours of work, wages, the payment of wages, and/or the
21 payment of overtime compensation, and any other similar or related claims.

22 DEFINITIONS

23 13. “Action” means the action entitled *Pamela A. Julian v. Swift*
24 *Transportation, Inc. et al.*, Case No. 2:16-CV-00576-ROS, pending in United States District
25 Court of Arizona.

26 14. “Complaint” means the “Complaint for Violations of the Fair Labor
27 Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, Julian originally filed on December 29,
28 2015, in the United States District Court of Delaware, Case No. 1:15-cv-01212-SLR, and

1 which was subsequently transferred to the United States District Court of Arizona, with the
2 new Case No. 2:16-CV-00576-ROS.

3 15. "Collective" means Named Plaintiff Julian and the individuals who
4 submitted timely written consents to joint this Action under 29 U.S.C. § 216(b) on or before
5 January 16, 2018, and whose claims have not been withdrawn or dismissed. The persons
6 identified in this paragraph are "Collective Members" and are collectively referred to as "the
7 Collective." The written consents to join submitted by the Collective Members previously
8 have been filed with the Court as Docket Nos. 10, 38, 40 - 43, 47, 50 - 52, 54 - 59, 62, 68 - 69,
9 131-151. A list of all Collective Members is also maintained by the Administrator who sent
10 notice, the Heffler Claims Group. For purposes of settlement only, Swift stipulates to the
11 validity of the written consents filed by the Collective Members, the eligibility of the
12 Collective Members to participate in the Action, the right of the Collective Members to
13 participate in the amicable resolution of the Action in accordance with the terms of this
14 Settlement Agreement, and to the certification of the Collective Members as an FLSA
15 Collective under 29 U.S.C. § 216(b).

16 16. "Collective Period" means the period from January 6, 2014 through
17 January 16, 2018, the end of the opt-in period.

18 17. "Collective Counsel" means counsel for the Collective, Joshua Konecky
19 and Nathan Piller of Schneider Wallace Cottrell Konecky LLP.

20 18. "Swift Counsel" means counsel for Defendant Swift Transportation, Inc.,
21 Richard H. Rahm, Angela J. Rafoth, and Amis Pan of Littler Mendelson, P.C.

22 **TERMS OF SETTLEMENT**

23 19. Settle All Claims, Damages or Causes of Action. All claims, damages,
24 or causes of action alleged or that could have been alleged based on the facts in the Complaint
25 will be settled and compromised under the terms in this Settlement Agreement, as approved
26 by this Court.

27 20. Gross Settlement Amount. The "Gross Settlement Amount" will mean
28 Fourteen Million Dollars and No Cents (\$14,000,000.00), to be paid by Swift under this

1 Collective Members will be deemed paid to such Collective Members solely in the year in
2 which such payments are issued to the Settlement Collective Members. Counsel does not
3 purport this communication to constitute tax or legal advice. If this Settlement Agreement, or
4 any of its attachments, is interpreted to contain or constitute advice regarding any U.S. Federal
5 tax issue, such advice is not intended to be used, and cannot be used, by any person to avoid
6 penalties under the Internal Revenue Code.

7 24. No Representation of Tax Treatment. Swift makes no representation on
8 the tax treatment or legal effect of the payments, and Collective Members are not relying on
9 any statement, representation or calculation by Swift or by the Settlement Administrator.
10 Collective Members understand and agree they will be solely responsible for the payment of
11 any taxes and penalties assessed on their respective payments and will defend, indemnify, and
12 hold Swift free and harmless against any claims resulting from treatment of such payments.

13 25. Swift's Payment. The Settlement Payments plus the employer-side
14 portion of payroll taxes on Collective Members' Settlement Payments provided for in this
15 Settlement Agreement, are the sole payments to be made by Swift to the Collective as the
16 result of this Action. Receipt of Settlement Payments will not entitle any Collective Member
17 to additional compensation or benefits under any company bonus, contest or other
18 compensation or benefit plan or agreement in place during the Collective Period covered by
19 the Settlement Agreement. Payments under the Settlement Agreement will not entitle a
20 Collective Member to any increased retirement, 401(k) benefits or matching benefits, or other
21 compensation benefits. This provision will apply notwithstanding any contrary language or
22 agreement in any benefit or compensation plan document that might have been in effect during
23 the Collective Period covered by this Settlement Agreement.

24 26. Attorneys' Fees. In consideration for settling this matter and in exchange
25 for the release of all claims by the Collective, and subject to approval and/or modification by
26 the Court, Swift agrees that Collective Counsel may seek from the Gross Settlement Amount
27 attorneys' fees, expenses, and costs not to exceed 33 1/3 of the Gross Settlement Amount.
28 Collective Counsel will apply for fees and costs at the same time it submits to the Court a

1 proposed final order and judgment of dismissal as discussed in Paragraph 31 below. Swift
2 will not object to Collective Counsel's application for attorneys' fees, expenses, and costs in
3 this amount. The attorneys' fees and costs are to compensate Collective Counsel for all the
4 work performed in the Action, and all the work remaining to be performed in documenting the
5 Settlement Agreement, securing Court approval of the Settlement Agreement, ensuring the
6 Settlement Agreement is fairly administered and implemented, obtaining dismissal of the
7 Action with prejudice, and representing the Collective regarding any objections and/or appeals
8 from this Settlement Agreement, including any interest. Any reduction in the amounts of fees
9 or costs awarded by the Court will be allocated to the Net Settlement Amount and will not
10 result in a nullification of the Settlement Agreement. If Collective Counsel appeals any refusal
11 by the Court to award fees and costs in the amounts requested, payment to the Collective
12 Members will not be delayed.

13 27. Named Plaintiff Julian's Service Payment: Subject to Court approval,
14 Swift agrees Collective Counsel may seek from the Gross Settlement Amount a service
15 payment to Named Plaintiff Julian in an amount not to exceed fifteen thousand dollars
16 (\$15,000.00) for her services as the Named Plaintiff and her individual and complete release
17 contained herein. Swift will not object to Collective Counsel's application for a service
18 payment to Plaintiff in this amount. This service payment, which is in addition to Plaintiff's
19 Settlement Payment to which she is entitled with other Collective Members, will be deducted
20 from the Gross Settlement Amount. The Settlement Administrator will issue an IRS Form
21 1099 for the service payment to Plaintiff for her services as Named Plaintiff and her general
22 release of claims, and Plaintiff will be solely responsible for correctly characterizing this
23 payment for tax purposes and for paying any taxes due on the amount received. Named
24 Plaintiff will defend, indemnify, and hold Swift free and harmless against any claims resulting
25 from treatment of her service payment. Named Plaintiff agrees to pay all taxes due on the
26 service payment. The Settlement Administrator will submit the service payment approved by
27 the Court to Plaintiff on the same date Collective Counsel are paid their attorneys' fees and
28 costs.

1 28. Settlement Administrator: The Parties agree that, subject to Court
2 approval, the reasonable costs of the Settlement Administrator and notice and/or publication
3 associated with the administration of this Settlement Agreement, estimated to be One Hundred
4 Sixteen Thousand Seven Hundred Seventy Six Dollars (\$116,776), will be paid from the Gross
5 Settlement Amount. Subject to the approval of the Court, the Settlement Administrator will
6 be the Heffler Claims Group (the “Settlement Administrator”).

7 29. Allocation of Payments to the Collective: Each of the Collective
8 Members shall each be allocated an equal portion of the Net Settlement Amount. This
9 allocation formula is not a material term of the Settlement.

10 30. Posting Gross Settlement Amount. Swift will post the Gross Settlement
11 Amount with the Settlement Administrator within 5 court days after the Final Effective Date
12 as defined below.

13 31. Negotiation of Settlement Payments. Collective Members will have one
14 hundred eighty (180) days from the date the checks of the Settlement Payments are issued
15 pursuant to Paragraph 36 below to negotiate them. For any Collective Member whose check
16 has not been cashed after ninety (90) days from the date of the mailing of the Settlement
17 Payment pursuant to Paragraph 36 below, the Settlement Administrator shall promptly
18 perform further address tracing to locate updated address, and shall promptly re-mail the
19 Settlement Payment to any newly found address(es). Once a Settlement Payment is re-mailed
20 to such newly found address, the Settlement Administrator shall stop payment on the originally
21 issued check to that Collective Member. Collective Members will have ninety (90) days from
22 the date of re-mailing of any check pursuant to the preceding sentences to negotiate the re-mailed
23 check; except that in the event a check is re-mailed within the first ninety (90) days of the
24 original one hundred eighty (180) check cashing period, whether pursuant to Paragraph 37
25 below or otherwise, the Collective Member shall have until the end of the original one hundred
26 eighty (180) check cashing period to negotiate the check. After the later of one hundred eighty
27 (180) days from the original date the checks are issued pursuant to Paragraph 36 below, or
28 ninety (90) days after the last re-mailing of any Settlement Payment pursuant to either this

1 Paragraph or Paragraph 37 below, the Settlement Administrator shall stop payments on any
2 checks issued to Collective Members that still have not been negotiated, and corresponding
3 funds shall be remitted by the Settlement Administrator, with Court approval, to the University
4 of Arizona James Rogers College of Law Workers' Rights Clinic
5 (<https://law.arizona.edu/workers-rights-clinic>) as the *Cy Pres* recipient. Collective Members
6 shall be bound by the terms of this Settlement Agreement, even if they fail to timely negotiate
7 their checks.

8 **RELEASE OF CLAIMS**

9 32. Released Parties. This Settlement Agreement includes a complete
10 settlement and release of all claims arising from the Action, which were raised or which could
11 have been raised in the Action based upon the facts alleged in the Complaint. The released
12 parties include: (a) all of Swift's present and former parent companies, subsidiaries, related or
13 affiliated companies; (b) Swift's divisions, and (c) the present and former officers, directors,
14 members, managers, shareholders, agents, insurers, operators, partners, joint ventures,
15 franchisees, franchisors, consultants, attorneys, successors or assignees (the "Released
16 Parties").

17 33. Releasing Parties. Effective as of the Final Effective Date, each and every
18 Collective Member and their respective heirs, beneficiaries, devisees, legatees, executors,
19 administrators, trustees, conservators, guardians, personal representatives, successors-in-
20 interest, and assigns (collectively, the "Releasing Parties") hereby forever completely release
21 and discharge the Released Parties, as defined earlier in this Settlement Agreement, from any
22 and all claims alleged, or could have been brought on the facts alleged, in the Action, under
23 the FLSA or similar state statutes, including any wage-related claims, demands, rights,
24 liabilities, expenses, and losses of any kind, that any of the Releasing Parties has, had, might
25 have or might have had against any of the Released Parties pertaining to alleged unpaid wages
26 (including minimum wage and overtime) as a Trainee that occurred at any time during the
27 Collective Period.
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SETTLEMENT APPROVAL

1
2 34. Submission of Settlement Agreement for Approval. Collective Counsel,
3 as soon as practicable after the execution of this Settlement Agreement, but no later than
4 September 18, 2020, shall submit this Settlement Agreement to and move the Court for an
5 Order, a copy of which is attached as Exhibit 1 (“Final Approval Order”), which shall:

6 a. Assert jurisdiction over the claims and Parties alleged in the
7 Action and the implementation and administration of this Settlement
8 Agreement;

9 b. Grant final approval of the settlement set forth in this Settlement
10 Agreement as adequate, fair, and reasonable and in the best interests of all
11 Plaintiffs and members of the Collective;

12 c. Approve the Collective Settlement Notice, copies of which are
13 attached as Exhibits 2 & 3, which will accompany each of the Settlement
14 Payments, and authorize the mailing of the Collective Settlement Notice, W-9
15 Forms, and the Settlement Amount to all members of the Collective;

16 d. Appoint the Heffler Claims Group or some other claims
17 administrator acceptable to the Parties as the Settlement Administrator; and

18 e. Dismiss with prejudice all claims encompassed by this Settlement
19 Agreement in materially the same form as attached as Exhibit 1.

20 35. Entry of Judgment Pursuant to FRCP 58. Collective Members and Swift
21 agree to request that the Court enter judgment on the date upon which a Final Approval Order
22 is entered by the Court approving this Settlement Agreement. The Court will have continuing
23 jurisdiction after judgment for the purposes of addressing: (i) the interpretation and
24 enforcement of the terms of the settlement; (ii) settlement administration matters, and (iii) such
25 post-judgment matters as may be appropriate under Court rules or as set forth in this Settlement
26 Agreement.

NOTICE TO COLLECTIVE MEMBERS

1
2 36. Notice and Settlement Payment. Upon the Court’s final approval of this
3 Settlement Agreement and within ten (10) days of the final Effective Date, the Settlement
4 Administrator shall e-mail each Collective Member, for whom an e-mail address was provided
5 during the previous notice and opt-in process conducted pursuant to the Court’s conditional
6 certification order, or otherwise provided by Collective Counsel, the Court-approved
7 Settlement Notice (“Notice”), attached hereto as Exhibit 2 hereto. The Notice shall be tailored
8 for each Collective Member to indicate the current mailing address that the Settlement
9 Administrator has on file for that Collective Member, and to provide instructions to and a
10 mechanism for the Collective Member to securely update their mailing address for purposes
11 of receiving the Settlement Payment. Thirty (30) days after the e-mailing of the Notice, the
12 Settlement Administrator shall mail, via First Class United States mail and email, a second
13 Court-approved Settlement Notice (“Payment Notice”), attached as Exhibit 3 hereto, and a
14 Settlement Payment reflecting the individual Collective Member’s share of the Net Settlement
15 Amount using each individual’s last known address. The Settlement Administrator shall use
16 the mailing address it has on file from the previous notice and opt-in process, as updated
17 through the National Change of Address (“NCOA”) service of the U.S. Post Office, or
18 provided by the Collective Member or Swift, whichever yields the most recent address. Within
19 five (5) days of the filing of this Settlement Agreement with the Court, the Settlement
20 Administrator will provide Swift with the names of all opt-in Plaintiffs in the Collective;
21 thereafter, within five (5) days of the final Effective Date, Swift shall provide the Settlement
22 Administrator with the Social Security Numbers of the Collective Members (for the purpose
23 of allowing the Settlement Administrator to process the Settlement Payments and perform the
24 related tax reporting) and any Collective Members’ email and/or mailing addresses that were
25 updated in Swift’s personnel records after November 17, 2017 (the date the previous opt-in
26 notice was sent).

27 37. Returned Settlement Payments. If a Settlement Payment is returned to
28 the Settlement Administrator with a forwarding address, the Settlement Payment shall be re-

1 mailed by the Settlement Administrator within ten (10) business days following receipt of the
2 returned mail to the address indicated. If a Settlement Payment is returned to the Settlement
3 Administrator without a forwarding address, the Settlement Administrator shall undertake
4 reasonable efforts (such as address traces) to search for the correct address, and shall promptly
5 re-mail the Settlement Payment to any newly found address(es). The Parties agree to cooperate
6 with the Settlement Administrator to locate a more recent address for Collective Members
7 where necessary.

8 **FINAL EFFECTIVE DATE**

9 38. Final Effect Date Definition. Final Effective Date shall be the first date
10 after all of the following events and conditions have been met or have occurred:

11 a. The Court has entered a Final Approval Order approving this
12 Settlement Agreement and the Court has entered the judgment as provided in
13 Paragraph 35;

14 b. The time to appeal from the Final Approval Order has expired and
15 the Settlement Agreement is not otherwise vacated or made void;

16 c. The time to appeal from the Final Approval Order has expired and
17 no notice of appeal has been filed; and

18 d. If an appeal is actually filed, the latest of the following, if
19 applicable, has occurred:

20 i. Any appeal from the Final Approval Order has been
21 finally dismissed;

22 ii. The Final Approval Order has been affirmed on
23 appeal in a form substantially identical to the form of the Final
24 Approval Order entered by the Court;

25 iii. The time to petition for review with respect to any
26 appellate decision affirming the Final Approval Order has expired;

27 iv. If a petition for review of an appellate decision is
28 filed, the petition has been denied or dismissed, or, if granted, has

1 resulted in affirmance of the Final Approval Order in a form
2 substantially identical to the form of the Final Order entered by the
3 Court. The Parties agree that the Court shall retain jurisdiction to
4 enforce the terms of this Settlement Agreement unless specifically
5 set forth otherwise herein.

6 **BINDING EFFECT**

7 39. Collective Bound by Settlement Agreement. All members of the
8 Collective will be bound by the terms and conditions of this Settlement Agreement, the Final
9 Approval Order, the judgment, and the releases set forth herein and will be deemed to have
10 waived all objections and opposition to the fairness, reasonableness, and adequacy of the
11 settlement.

12 **TERMINATION OF THE SETTLEMENT AGREEMENT**

13 40. In the event that (a) the Court declines to enter the Final Approval Order
14 or to enter the Judgment or any part thereof as provided for herein; or (b) any material
15 conditions to the Settlement Agreement are not satisfied; or (c) the Court disapproves this
16 Settlement Agreement in its entirety, or any material term in this Settlement Agreement, and
17 such disapproval becomes final by reason of its affirmance on appeal or lapse of time or
18 otherwise; or (d) the Court approves this Settlement Agreement, but any such judgment and
19 approval is finally reversed on appeal, this Settlement Agreement will be void and the Final
20 Approval Order and Judgment will be vacated upon application to the Court. In such event,
21 (a) this Settlement Agreement (except for Paragraph 41) will be terminated and become void
22 and of no effect; (b) any actions taken or to be taken in connection with this Settlement
23 Agreement and the settlement terms will become null and void and of no effect; (c) this
24 Settlement Agreement and the settlement terms and any hearings or proceedings will not be
25 referred to or used as evidence for or against any Party or Collective Member in this or any
26 other action or proceeding; and (d) all proceedings will resume 45 days thereafter as if this
27 Settlement Agreement had not been proposed for approval of the Court. If any monies for
28 attorneys' fees, costs, and expenses have been paid to Collective Counsel or any monies for

1 service payment have been paid to Named Plaintiff, Collective Counsel agree to return
2 immediately such monies within ten (10) business days.

3 **MUTUAL FULL COOPERATION**

4 41. The Parties agree to fully cooperate with each other to accomplish the
5 terms of this Settlement Agreement, including but not limited to, execution of such documents
6 and taking such other action as reasonably may be necessary to implement the terms of this
7 Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts,
8 including all efforts contemplated by this Settlement Agreement and any other efforts that may
9 become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement
10 and the terms set forth herein. As soon as practicable after execution of this Settlement
11 Agreement, Collective Counsel will, with the assistance and cooperation of Swift and its
12 counsel, take all necessary steps to secure the Court's final approval of this Settlement
13 Agreement.

14 **NO PRIOR ASSIGNMENTS**

15 42. The Parties and their counsel represent, covenant, and warrant they have
16 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
17 or encumber to any person or entity any portion of any liability, claim, demand, action, cause
18 of action or rights released and discharged except as set forth herein.

19 **NO ADMISSION**

20 43. Nothing contained herein, nor the consummation of this Settlement
21 Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or
22 wrongdoing on the part of Swift. All Parties hereto have entered into this Settlement
23 Agreement with the intention to avoid further disputes and litigation with the attendant
24 inconvenience and expense.

25 **ENFORCEMENT ACTIONS**

26 44. If Swift or Named Plaintiff Julian, the signatories to this Settlement
27 Agreement, institute a legal action or other proceeding against any other Party or Parties to
28 enforce the provisions of this Settlement Agreement or to declare rights and/or obligations

1 under this Settlement Agreement, the successful Party or Parties may be entitled to recover
2 from the unsuccessful Party or Parties reasonable attorneys' fees and costs at the Court's
3 discretion. This provision will not apply to any legal action or other proceeding instituted by
4 any person or entity other than Named Plaintiff Julian or Swift.

5 **NOTICES**

6 45. Unless otherwise specifically provided, all notices, demands or other
7 communications given will be in writing and will be deemed to have been duly given by the
8 third business day after mailing by United States registered or certified mail, return receipt
9 requested, addressed as follows:

10 To Collective Counsel:

11 Joshua Konecky
12 Nathan Piller
13 Schneider Wallace Cottrell Konecky LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608

14 To Swift's Counsel:

15 Richard H. Rahm
16 Angela J. Rafter
17 Amis Pan
18 LITTLER MENDELSON, P.C.
333 Bush Street
34th Floor
San Francisco, CA 94104

19 **CONSTRUCTION**

20 46. The Parties agree that the terms and conditions of this Settlement
21 Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties,
22 and this Settlement Agreement will not be construed in favor of or against any Party by reason
23 of the extent to which any Party or his, her or its counsel participated in the drafting of this
24 Settlement Agreement.

25 **CAPTIONS AND INTERPRETATIONS**

26 47. Paragraph titles or captions contained herein are inserted as a matter of
27 convenience and for reference, and in no way define, limit, extend, or describe the scope of
28

1 this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement
2 is contractual and not merely a recital.

3 **MODIFICATION**

4 48. This Settlement Agreement may not be changed, altered, or modified,
5 except in writing and signed by the Parties, and approved by the Court. This Settlement
6 Agreement may not be discharged except by performance under its terms or by a writing
7 signed by the Parties. Notwithstanding the foregoing, if the Court, as a condition of granting
8 final approval, requires certain modifications to this Settlement Agreement or the Collective
9 Settlement Notice, counsel for the Parties are authorized to enter into a stipulation consistent
10 with the Court's requirements to modify this Settlement Agreement without having to obtain
11 signatures from the Parties themselves, provided that the modifications are consistent with the
12 Court's order and the Parties have indicated agreement in writing to their Counsel to those
13 modifications.

14 **INTEGRATION CLAUSE**

15 49. This Settlement Agreement contains the entire agreement between the
16 Parties relating to the settlement and transaction contemplated hereby, and upon its full
17 execution by the Parties all prior or contemporaneous agreements, understandings,
18 representations, and statements, whether oral or written and whether by a Party or such Party's
19 legal counsel, are merged herein. No rights hereunder may be waived except in writing.

20 **BINDING ON ASSIGNS**

21 50. This Settlement Agreement will be binding upon and inure to the benefit
22 of the Parties and their respective heirs, trustees, executors, administrators, successors and
23 assigns.

24 **SIGNATORIES**

25 51. It is agreed that because the members of the Collective are so numerous,
26 it is impossible or impractical to have each member of the Collective execute this Settlement
27 Agreement. The Notice, attached as Exhibits 2 & 3, will advise all Collective Members of
28

1 the binding nature of the release, and the release will have the same force and effect as if this
2 Settlement Agreement were executed by each member of the Collective.

3 **PARTIES' AUTHORITY**

4 52. The signatories represent that they fully may enter into this Settlement
5 Agreement and bind the Parties to the terms thereof.

6 **NON-DISPARAGEMENT**

7 53. The Parties agree not to disparage each other.

8 **COUNTERPARTS**

9 54. This Settlement Agreement may be executed in counterparts, and when
10 each Party has signed and delivered at least one such counterpart, each counterpart will be
11 deemed an original, and, when taken together with other signed counterparts, will constitute
12 one Settlement Agreement, which will be binding upon and effective on all Parties.

13
14 Dated: 09 / 18 / 2020

15 

16 _____
17 Plaintiff Pamela Julian

18 Dated: 09/18/2020, 2020

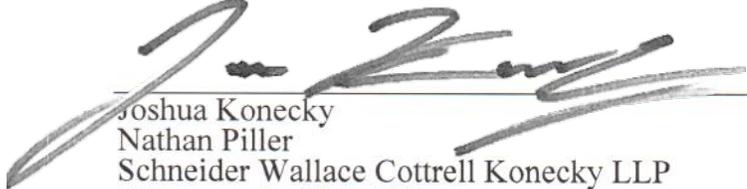
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20 _____
21 Defendant Swift Transportation, Inc.

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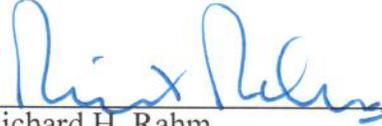
APPROVED AS TO FORM

Dated: September 18, 2020



Joshua Konecky
Nathan Piller
Schneider Wallace Cottrell Konecky LLP
Attorneys for Plaintiffs

Dated: Sept 18, 2020



Richard H. Rahm
Angela J. Rafoth
Littler Mendelson, P.C.
Attorneys for Defendant
Swift Transportation, Inc.

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