

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Washington, D.C.

SWIFT TRANSPORTATION CO., INC.

and

Case 21-CA-38735

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

JOINT MOTION TO REMAND CASE TO THE REGIONAL DIRECTOR
FOR PROCESSING OF WITHDRAWAL OF CHARGE PURSUANT
TO A NON-BOARD SETTLEMENT

Under Sections 102.24 and 102.47 of the Board's Rules and Regulations, Series 8, as amended, Counsel for the General Counsel ("General Counsel"), Swift Transportation, Co., Inc. ("Respondent"), and International Brotherhood of Teamsters ("Union"), make this joint motion to the Board to remand Case 21-CA-38735 to the Regional Director of Region 21 for processing of the withdrawal of the underlying unfair labor practice charge pursuant to a non-Board settlement.

This motion is based upon the following:

1. On May 28, 2009, the Regional Director for Region 21 of the Board issued a complaint in the above-captioned case. On December 9, 2009, Administrative Law Judge Lana Parke issued a decision in Case 21-CA-38735, finding, *inter alia*, that Respondent had violated Section 8(a)(1) and (3) with regard to two alleged discriminatees, and dismissing the complaint allegations regarding two others. (JD(SF)-46-09) On March 1, 2010, Respondent and the Union filed their respective exceptions to the ALJ's decision.

2. On about March 3, 2010, Respondent and the Union entered into a non-Board settlement with regard to the charge in Case 21-CA-38735. The four alleged discriminatees named in the charge, who were represented by private counsel, also entered into non-Board settlements with Respondent with regard to the charge in Case 21-CA-38735 and any potential claims under California law. In relevant part, the non-Board settlements provide for a waiver of reinstatement and a sum to be paid to each of the alleged discriminatees, along with a neutral referral for prospective employers. Copies of these settlements are attached as Exhibits 1-5, respectively.

3. General Counsel has no objection to the terms of the non-Board settlement agreements reached between Respondent, the Union, and the four alleged discriminatees, inasmuch as they provide a remedy for the complaint allegations (including those dismissed by the ALJ), and do not appear to be repugnant to the purposes of the Act.

4. Furthermore, General Counsel met with each of the four alleged discriminatees, discussed the terms of the non-Board settlements, and ascertained that they were satisfied with said terms, including the waiver of reinstatement and the remuneration.

5. General Counsel, Respondent, and the Union believe these non-Board settlement agreements adequately remedy the unfair labor practices alleged in Case 21-CA-38735, and that it is therefore the preferred method for resolving the underlying dispute, rather than continuing litigation.

6. On about March 8, 2010, the Union requested to withdraw the underlying charge in Case 21-CA-38735 based on the foregoing non-Board settlements. Further based thereon, Respondent and the Union agree to withdraw their respective exceptions to the ALJ's decision which they both filed March 1, 2010.

Accordingly, and for the above reasons, General Counsel, Respondent, and the Union, jointly move the Board to remand Case 21-CA-38735 to the Regional Director of Region 21 of the Board for processing of the withdrawal of the charge and for monitoring of compliance with the terms of the non-Board settlement agreements; *Provided*, that upon the motion of General Counsel, Case 21-CA-38735 shall immediately revert and be reinstated to the same post-exceptions status before the Board in which the case is currently pending, if, in the sole determination of the General Counsel, Respondent has failed to comply with the terms of the non-Board settlement agreements.

Respectfully submitted,

For the General Counsel:

_____ Dated _____
Ami Silverman, Counsel for the General Counsel
Lindsay Parker, Counsel for the General Counsel
National Labor Relations Board, Region 21
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017

For Respondent:

_____ Dated _____
Ronald J. Holland, Attorney at Law
Janelle Milodragovich, Attorney at Law
Littler Mendelson
650 California Street, 20th Floor
San Francisco, CA 94108

For the Union:

_____ Dated _____
Michael T. Manley, Attorney at Law
International Brotherhood of Teamsters Legal Department
25 Louisiana Avenue, NW
Washington, DC 20001

Accordingly, and for the above reasons, General Counsel, Respondent, and the Union, jointly move the Board to remand Case 21-CA-38735 to the Regional Director of Region 21 of the Board for processing of the withdrawal of the charge and for monitoring of compliance with the terms of the non-Board settlement agreements; *Provided*, that upon the motion of General Counsel, Case 21-CA-38735 shall immediately revert and be reinstated to the same post-exceptions status before the Board in which the case is currently pending, if, in the sole determination of the General Counsel, Respondent has failed to comply with the terms of the non-Board settlement agreements.

Respectfully submitted,

For the General Counsel:

 Dated 03/10/2010
Ami Silverman, Counsel for the General Counsel
Lindsay Parker, Counsel for the General Counsel
National Labor Relations Board, Region 21
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017

For Respondent:

_____ Dated _____
Ronald J. Holland, Attorney at Law
Janelle Milodragovich, Attorney at Law
Littler Mendelson
650 California Street, 20th Floor
San Francisco, CA 94108

For the Union:

_____ Dated _____
Michael T. Manley, Attorney at Law
International Brotherhood of Teamsters Legal Department
25 Louisiana Avenue, NW
Washington, DC 20001

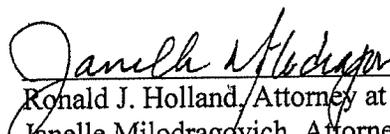
Accordingly, and for the above reasons, General Counsel, Respondent, and the Union, jointly move the Board to remand Case 21-CA-38735 to the Regional Director of Region 21 of the Board for processing of the withdrawal of the charge and for monitoring of compliance with the terms of the non-Board settlement agreements; *Provided*, that upon the motion of General Counsel, Case 21-CA-38735 shall immediately revert and be reinstated to the same post-exceptions status before the Board in which the case is currently pending, if, in the sole determination of the General Counsel, Respondent has failed to comply with the terms of the non-Board settlement agreements.

Respectfully submitted,

For the General Counsel:

_____ Dated _____
Ami Silverman, Counsel for the General Counsel
Lindsay Parker, Counsel for the General Counsel
National Labor Relations Board, Region 21
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017

For Respondent:

 _____ Dated 3/10/10
Ronald J. Holland, Attorney at Law
Janelle Milodragovich, Attorney at Law
Littler Mendelson
650 California Street, 20th Floor
San Francisco, CA 94108

For the Union:

_____ Dated _____
Michael T. Manley, Attorney at Law
International Brotherhood of Teamsters Legal Department
25 Louisiana Avenue, NW
Washington, DC 20001

Accordingly, and for the above reasons, General Counsel, Respondent, and the Union, jointly move the Board to remand Case 21-CA-38735 to the Regional Director of Region 21 of the Board for processing of the withdrawal of the charge and for monitoring of compliance with the terms of the non-Board settlement agreements; *Provided*, that upon the motion of General Counsel, Case 21-CA-38735 shall immediately revert and be reinstated to the same post-exceptions status before the Board in which the case is currently pending, if, in the sole determination of the General Counsel, Respondent has failed to comply with the terms of the non-Board settlement agreements.

Respectfully submitted,

For the General Counsel:

Dated _____

Ami Silverman, Counsel for the General Counsel
Lindsay Parker, Counsel for the General Counsel
National Labor Relations Board, Region 21
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017

For Respondent:

Dated _____

Ronald J. Holland, Attorney at Law
Janelle Milodragovich, Attorney at Law
Littler Mendelson
650 California Street, 20th Floor
San Francisco, CA 94108

For the Union:

 Dated 3-10-2010
Michael T. Manley, Attorney at Law
International Brotherhood of Teamsters Legal Department
25 Louisiana Avenue, NW
Washington, DC 20001

STATEMENT OF SERVICE

I hereby certify that a copy of JOINT MOTION TO REMAND CASE TO THE REGIONAL DIRECTOR was submitted by E-filing to the Executive Secretary of the National Labor Relations Board on March 10, 2010.

The following parties were served with a copy of that document by electronic mail on March 10, 2010.

Ronald J. Holland, Attorney at Law
Littler Mendelson
650 California Street, 20th Floor
San Francisco, CA 94108
RHolland@littler.com

Janelle Milodragovich, Attorney at Law
Littler Mendelson
650 California Street, 20th Floor
San Francisco, CA 94108
jmilodragovich@littler.com

Michael T. Manley, Attorney at Law
International Brotherhood of Teamsters
Legal Department
25 Louisiana Avenue, NW
Washington, DC 20001
MManley@teamster.org



Ami Silverman
Lindsay R. Parker
Counsel for the General Counsel
National Labor Relations Board,
Region 21

**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL
RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release of All Claims ("Agreement") is entered into between Swift Transportation Co., Inc. (hereinafter "Swift") and International Brotherhood of Teamsters (hereinafter "the Union").

The Union filed an unfair labor practice charge against Swift before Region 21 of the National Labor Relations Board ("NLRB"), Case No. 21-CA-38735 seeking reinstatement, back pay, and other relief. The NLRB issued a Complaint and the matter was heard before Administrative Law Judge Lana Parke. Judge Parke issued a decision on the matter in December 2009.

The Union filed a second unfair labor practice charge against Swift before Region 21 of the NLRB, Case No. 21-CA-39000 seeking reinstatement, back pay, and other relief. The NLRB subsequently issued a Complaint and the matter was set for hearing in March 2010.

Swift and the Union desire to avoid the costs and risks of litigation and to settle fully and finally all differences between them, including, but not limited to, any differences, issues, claims, or causes of action known to the Union as of the signing of this Agreement relating to the Union's attempts to organize workers at Swift's Wilmington, California facility. Swift denies all of the Union's allegations in the above-referenced Charges. The Union maintains that the charges are well-founded in law and fact.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, Swift and the Union agree as follows:

1. The Union and Swift agree to withdraw the exceptions that they have each filed in Case No. 21-CA-38735 and both agree not to otherwise further pursue any action in Case No. 21-CA-38735 after the date of the signing of this Agreement. The Union and Swift agree to file a joint motion with the NLRB to remand the case to the Region in order to process a non-Board settlement. The Union and Swift agree to work together to obtain the Region's cooperation in this matter. In return, Swift has entered into individual Settlement Agreements with each of the alleged discriminatees involved in Case No. 21-CA-38735 for the amounts agreed upon in the email between counsel dated March 2, 2010. Swift and the Union shall each bear their own attorneys' fees and costs.

2. The Union agrees to withdraw and not otherwise pursue the Charges in Case No. 21-CA-39000 after the date that the Union signs this Agreement. In return, Swift has entered into individual Settlement Agreements with each of the alleged discriminatees involved in Case No. 21-CA-39000 for the amounts agreed upon in the email between

counsel dated March 2, 2010. Swift and the Union shall each bear their own attorneys' fees and costs.

3. The Union represents that other than the two above-referenced Charges, it has not filed any complaints, claims, or actions against Swift with any state, federal or local agency, court or any other tribunal, and that it will not do so at any time hereafter based on conduct or omissions presently known by the Union occurring before the date that the Union signs this Agreement.

4. Confidentiality. Except to the extent disclosure is required for approval of withdrawal of the Charges, the parties agree that the terms of this Agreement are strictly confidential and that they will not disclose the negotiation of, fact of, or terms of this Agreement to third parties (including, but not limited to, locals affiliated with the Union), except that the parties may disclose the terms of this Agreement in response to a subpoena, search warrant, or any other lawful request of any state or federal agency or court. The parties also agree that they shall not make comments or remarks regarding the events giving rise to the above-referenced charges. The Parties also agree to instruct any person to whom they disclose any part of this Agreement that the negotiation of, fact of, and terms of this Agreement are confidential and must not be disclosed by them to anyone. In response to any inquiry regarding the Charges or the Union's prior claims, the Union agrees to state only that "the matter has been amicably resolved." This confidentiality provision is a material term of this Agreement, without which the settlement herein would not have been entered into.

5. Dispute Resolution. The parties agree that any dispute regarding the application and interpretation or alleged breach of this Agreement shall be subject to arbitration by an arbitrator selected by the parties. Should any action be brought to enforce any provision of this Agreement, or for damages resulting from any alleged breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable costs, expenses, and attorneys' fees in addition to any other necessary and proper relief.

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6. The Union and Swift understand that the terms of this Agreement are dependent upon the Region agreeing to allow the withdrawal of the charges in Case No. 21-CA-38735 and Case No. 21-CA-39000. In the event that the Region refuses to agree to the withdrawal of the charges in either case or to a non-Board settlement, the terms of this Agreement shall be null and void and no longer binding upon the parties.

Date: 3-8-2010

By: Michael T. Manley
Michael T. Manley
INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS

Date: 3.9.10

By: Michelle Denton
SWIFT TRANSPORTATION CO.,
INC. Michelle Denton

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**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL
RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is entered into between Swift Transportation Co., Inc. (hereinafter "Swift") and Bismark Sanchez (hereinafter "Sanchez").

WHEREAS, the International Brotherhood of Teamsters filed an unfair labor practice charge against Swift before Region 21 of the National Labor Relations Board, Case No. 21-CA-38735 (hereinafter, the "Charge") seeking reinstatement, back pay, and other relief;

WHEREAS, Swift denies all of Sanchez's allegations; and

WHEREAS, Swift and Sanchez desire to avoid the costs and risks of litigation and to settle fully and finally all differences between them, including, but not limited to, any differences, issues, claims, or causes of action relating to Sanchez's employment with Swift and the termination of Sanchez's employment with Swift;

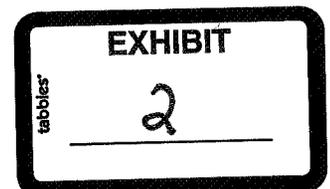
NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, Swift and Sanchez agree as follows:

1. **Non-Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission by Swift of any liability whatsoever, or as an admission by Swift of any violation of the rights of Sanchez or any other person, or the violation of any order, law, statute, regulation, duty, or contract whatsoever against Sanchez or any other person or persons. Swift specifically disclaims any liability to Sanchez or any other person for any alleged violation of the rights of Sanchez or any other person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Swift.

2. **Dismissals, Settlement Approval, and Settlement Payment.**

a. This Agreement is expressly contingent on the conditions in the settlement agreement between Swift and the International Brotherhood of Teamsters dated March 2, 2010. In the event the Swift/IBT settlement agreement becomes null and void, this Agreement is also null and void and no longer binding on the parties.

b. Within fourteen (14) business days after the parties receive notice of the Regional Director's approval of withdrawal of both the above-referenced Charge and 21-CA-39000 with prejudice, Swift will cause to be delivered to Sanchez's counsel two (2) checks (the "Settlement Payments") for a gross sum of Six Thousand dollars and zero cents (\$6,000.00). The first check, in the gross amount of Three Thousand Nine Hundred Dollars and zero cents (\$3,900.00), less taxes required under federal and California law for wage payments, will be made payable to "Bismark Sanchez" as the full and complete settlement of Sanchez's claims against Swift. The second check, in the gross amount of Two Thousand One Hundred Dollars and zero cents (\$2,100.00) will be made payable to "Law Offices Of Anthony Trujillo, LLC." All settlement proceeds will be subject to applicable tax reporting and withholding requirements,



and Sanchez and his counsel agree to provide IRS Forms W-9 for this purpose. Swift will issue an IRS Form W2 to Sanchez and an IRS Form 1099 MISC to the Law Offices Of Anthony Trujillo. Swift acknowledges that it will comply with FICA and all applicable tax laws when making these settlement payments.

c. Sanchez understands and agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to Sanchez under this Agreement, and agrees that he will not, individually or collectively, seek any further compensation for any other claimed damages, costs, expert witness fees, or attorney's fees in connection with the matters encompassed in this Agreement. Sanchez further agrees that upon receipt of these payments he shall have received all amounts claimed to be due by virtue of his employment by Swift and that no other sums of any kind are owed to him.

d. Sanchez acknowledges and agrees that Swift has made no representations or warranties, or promises of any kind regarding the tax consequences of any amounts received by them pursuant to this Agreement. Sanchez agrees to pay any additional federal or state employee taxes, if any, which are required by law to be paid with respect to this settlement. If there is a claim made by any taxing authority against Swift for failure to withhold taxes from the amounts received pursuant to this Agreement, Sanchez further agrees to indemnify and hold Swift harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Swift for any amounts levied against Swift as taxes, penalties, or interest for failure to withhold.

3. **No Other Claims.** Sanchez represents that with the exception of the above-referenced Charge, he has not, individually or collectively, filed any complaints, claims, or actions against Swift with any state, federal or local agency, court, or any other tribunal, and that he will not, individually or collectively, do so at any time hereafter based on conduct or omissions occurring on or before the date that Sanchez signed this Agreement, and that if any court or agency assumes jurisdiction of the same, Sanchez will direct the court or agency to dismiss or withdraw it.

4. **Confidentiality.**

a. Except to the extent disclosure may be required by law, Sanchez agrees that the terms of this Agreement are strictly confidential and that he will not disclose the negotiation of or terms of this Agreement to third parties, except that Sanchez and his counsel may disclose the terms of this Agreement to their respective accountant(s), or in response to a subpoena, search warrant, or any other lawful request of any state or federal agency or court. Sanchez also agrees to instruct any person to whom he discloses any part of this Agreement that the negotiation of, fact of, and terms of this Agreement are confidential and must not be disclosed by them to anyone. In response to any inquiry regarding Sanchez's claims, Sanchez and his counsel agree to state only that "the matter has been amicably resolved."

b. Unless requested by a government agency, or in response to a subpoena or other court order, Sanchez agrees that he will not, individually or collectively, be interviewed by, initiate a discussion with, or initiate any disclosure to or discuss with any individuals any

information or documents concerning the terms and amount of this Agreement. Except as required by law, Sanchez also agrees that he will hold confidential: (1) any information or knowledge pertaining to the terms of this Agreement; (2) any information obtained by Sanchez through the investigation of the Charge; and (3) all proprietary and confidential information obtained by Sanchez during the course of his employment with Swift.

c. Sanchez and his counsel also agree that they will not make false or defamatory comments or remarks (written, verbal, or otherwise) regarding Swift, as well as any affiliated concerns (including but not limited to all entities owned or operated by Swift or Swift's current or former affiliates), all their predecessors, successors, and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)).

d. The confidentiality provision in this Paragraph is a material term of this Agreement, without which the settlement herein would not have been entered into. Sanchez acknowledges that Swift may pursue any and all legal remedies against him for violations of this confidentiality provision.

5. **Prospective Employers.** Sanchez agrees to refer any prospective employer to DriverFACTS, who shall confirm Sanchez's dates of employment, last position held and other items required by law. Swift agrees that it will provide Sanchez a neutral letter of reference along with payments due under paragraph 2 of this Agreement which confirm Sanchez's dates of employment, and last position, and will state that Swift will refer all prospective employers to DriverFACTS for information required by DOT regulation.

6. **Civil Code Section 1542 Waiver.** Sanchez agrees that all rights under section 1542 of the Civil Code of the State of California are hereby waived by him. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This waiver is not a mere recital, but is a known waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein. Accordingly, Sanchez intends a full and final settlement of all matters, whether or not presently known or disputed at the time of this Agreement, that could have arisen between the parties, so that all claims before the date Sanchez signs this Agreement are forever barred.

7. **Release.** Notwithstanding the provisions of section 1542 of the Civil Code of the State of California, Sanchez hereby irrevocably and unconditionally releases and forever discharges Swift, as well as any affiliated concerns (including but not limited to all entities owned or operated by Swift or Swift's current or former affiliates), all their predecessors,

successors, and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)) (hereafter collectively the "Releasees," all of whom are expressly agreed to be third-party beneficiaries of this Agreement), from any and all charges, complaints, claims for unpaid wages, causes of action, suits, debts, contracts, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Sanchez at any time had or claimed to have or which Sanchez may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Sanchez's employment with Swift and the termination of his employment with Swift, and all claims that have been made or could be made in the Charge. Sanchez acknowledges that he has already been paid all wages that Swift concedes are owed to him. Sanchez further acknowledges that upon receipt of the settlement funds provided for in this agreement, he will have received all wages and have been fully compensated for all hours worked and any and all services performed for Swift, including Releasees.

8. **Claims Released.** Sanchez understands the word "claims" to include all actions, claims, arbitrations, and grievances; whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Sanchez's employment with Swift or the termination of his employment with Swift, including any claims under the Civil Rights Acts of 1866, 1964, or 1991, The Employee Retirement Income Security Act of 1974 ("ERISA"), The Age Discrimination in Employment Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Business & Professions Code and any other federal, state, or local law, ordinance, regulation, or order, or federal or state common law, including the law of contract and tort. All such claims (including related attorney's fees and costs) are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in a statute, contract or tort and regardless of the forum in which such might be brought. This release does not waive or release any claim which cannot be waived or released by law, including any claims for workers' compensation benefits, claims for unemployment benefits, or claims under Labor Code section 2802.

9. **No Reliance.** Sanchez represents and acknowledges that, in executing this Agreement, Sanchez does not rely and has not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

10. **Legal Advice.** Sanchez represents that he has carefully read and fully understands all the provisions of this Agreement, that he understands that in agreeing to this document, he is releasing Releasees from any and all claims he may have, individually or collectively, against Releasees, that he voluntarily agrees to all the terms set forth in this Agreement, that he knowingly and willingly intend to be legally bound by the same, that he considered the terms of this Agreement and discussed them with his attorney, and that the terms of this Agreement were determined through negotiation between Swift and Sanchez.

11. **Binding Agreement.** This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Sanchez expressly warrants that he has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement. Sanchez further warrants that no person has any lien on any amount they receive under this Agreement, and Sanchez promises to hold Swift and their attorneys harmless from and indemnify them from any claim of lien by any person with respect to the claims covered by and payments made under this Agreement.

12. **Severability.** Should any provision of this Agreement be declared or be determined to be wholly or partially illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.

13. **Non-Employment.** Sanchez agrees that he will not seek or accept employment, whether as an employee, independent contractor, or consultant, in the future with Swift, including any successor to Swift. Sanchez further agrees that Swift shall be entitled to reject without cause any application for employment, consulting, or contracting relationship made by Sanchez.

14. **Dispute Resolution.** The parties agree that any dispute regarding the application and interpretation or alleged breach of this Agreement shall be subject to arbitration by an arbitrator selected by the parties. Should any action be brought to enforce any provision of this Agreement, or for damages resulting from any alleged breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable costs, expenses, and attorneys' fees in addition to any other necessary and proper relief.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

16. **Choice of Law.** This Agreement is made under and shall be construed under California law.

17. **Attorneys' Fees.** Other than the check to "Law Offices of Anthony Trujillo, LLC" provided for in Paragraph 2(b), Swift and Sanchez shall each bear their own costs and attorneys' fees. Sanchez agrees to indemnify Swift for any claims, demands or liens for attorneys' fees for any lawyer acting on his behalf, including, but not limited to the undersigned attorneys. Other than the check to "Law Offices of Anthony Trujillo, LLC" provided for in Paragraph 2(b), Sanchez agrees that he will be solely responsible for paying all fees due to his attorneys, if any.

18. **Interpretation.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. Headings of paragraphs shall not affect the interpretation of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts.

20. **Modification.** This Agreement can be modified only in the form of a writing signed by the parties hereto. There shall be no oral agreements between the parties concerning the subject matter of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or an acquiescence in the modification of such provision.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

Date: 3/3/2010

By:  Bismark Sanchez
BISMARK SANCHEZ

Date: 3.9.10

By:  Michele Deutsch
SWIFT TRANSPORTATION CO.,
INC. MICHELE DEUTSCH

APPROVED AS TO FORM:

Date: 3/3/2010

By:  Anthony Trujillo
ANTHONY TRUJILLO
Counsel for BISMARK SANCHEZ

Date: 3/9/2010

By:  Ronald J. Holland
RONALD J. HOLLAND
Counsel for SWIFT TRANSPORTATION
CO., INC.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL
RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is entered into between Swift Transportation Co., Inc. (hereinafter "Swift") and Marco Diaz (hereinafter "Diaz").

WHEREAS, the International Brotherhood of Teamsters filed an unfair labor practice charge against Swift before Region 21 of the National Labor Relations Board, Case No. 21-CA-38735 (hereinafter, the "Charge") seeking reinstatement, back pay, and other relief;

WHEREAS, Swift denies all of Diaz's allegations; and

WHEREAS, Swift and Diaz desire to avoid the costs and risks of litigation and to settle fully and finally all differences between them, including, but not limited to, any differences, issues, claims, or causes of action relating to Diaz's employment with Swift and the termination of Diaz's employment with Swift;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, Swift and Diaz agree as follows:

1. **Non-Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission by Swift of any liability whatsoever, or as an admission by Swift of any violation of the rights of Diaz or any other person, or the violation of any order, law, statute, regulation, duty, or contract whatsoever against Diaz or any other person or persons. Swift specifically disclaims any liability to Diaz or any other person for any alleged violation of the rights of Diaz or any other person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Swift.

2. **Dismissals, Settlement Approval, and Settlement Payment.**

a. This Agreement is expressly contingent on the conditions in the settlement agreement between Swift and the International Brotherhood of Teamsters dated March 2, 2010. In the event the Swift/IBT settlement agreement becomes null and void, this Agreement is also null and void and no longer binding on the parties.

b. Within fourteen (14) business days after the parties receive notice of the Regional Director's approval of withdrawal of both the above-referenced Charge and 21-CA-39000 with prejudice, Swift will cause to be delivered to Diaz's counsel two (2) checks (the "Settlement Payments") for a gross sum of Twenty Nine Thousand Five Hundred and Four dollars and zero cents (\$29,504.00). The first check, in the gross amount of Twenty Thousand Three Hundred Fifty-Two dollars and Eighty cents (\$20,352.80), less taxes required under federal and California law for wage payments, will be made payable to "Marco Diaz" as the full and complete settlement of Diaz's claims against Swift. The second check, in the gross amount of Nine Thousand One Hundred Fifty-One dollars and Twenty cents (\$9,151.20) will be made payable to "Law Offices Of Anthony Trujillo, LLC." All settlement proceeds will be subject to



applicable tax reporting and withholding requirements, and Diaz and his counsel agree to provide IRS Forms W-9 for this purpose. Swift will issue an IRS Form W2 to Diaz and an IRS Form 1099 MISC to the Law Offices Of Anthony Trujillo. Swift acknowledges that it will comply with FICA and all applicable tax laws when making these settlement payments.

c. Diaz understands and agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to Diaz under this Agreement, and agrees that he will not, individually or collectively, seek any further compensation for any other claimed damages, costs, expert witness fees, or attorney's fees in connection with the matters encompassed in this Agreement. Diaz further agrees that upon receipt of these payments he shall have received all amounts claimed to be due by virtue of his employment by Swift and that no other sums of any kind are owed to him.

d. Diaz acknowledges and agrees that Swift has made no representations or warranties, or promises of any kind regarding the tax consequences of any amounts received by them pursuant to this Agreement. Diaz agrees to pay any additional federal or state employee taxes, if any, which are required by law to be paid with respect to this settlement. If there is a claim made by any taxing authority against Swift for failure to withhold taxes from the amounts received pursuant to this Agreement, Diaz further agrees to indemnify and hold Swift harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Swift for any amounts levied against Swift as taxes, penalties, or interest for failure to withhold.

3. **No Other Claims.** Diaz represents that with the exception of the above-referenced Charge, he has not, individually or collectively, filed any complaints, claims, or actions against Swift with any state, federal or local agency, court, or any other tribunal, and that he will not, individually or collectively, do so at any time hereafter based on conduct or omissions occurring on or before the date that Diaz signed this Agreement, and that if any court or agency assumes jurisdiction of the same, Diaz will direct the court or agency to dismiss or withdraw it.

4. **Confidentiality.**

a. Except to the extent disclosure may be required by law, Diaz agrees that the terms of this Agreement are strictly confidential and that he will not disclose the negotiation of or terms of this Agreement to third parties, except that Diaz and his counsel may disclose the terms of this Agreement to their respective accountant(s), or in response to a subpoena, search warrant, or any other lawful request of any state or federal agency or court. Diaz also agrees to instruct any person to whom he discloses any part of this Agreement that the negotiation of, fact of, and terms of this Agreement are confidential and must not be disclosed by them to anyone. In response to any inquiry regarding Diaz's claims, Diaz and his counsel agree to state only that "the matter has been amicably resolved."

b. Unless requested by a government agency, or in response to a subpoena or other court order, Diaz agrees that he will not, individually or collectively, be interviewed by, initiate a discussion with, or initiate any disclosure to or discuss with any individuals any

information or documents concerning the terms and amount of this Agreement. Except as required by law, Diaz also agrees that he will hold confidential: (1) any information or knowledge pertaining to the terms of this Agreement; (2) any information obtained by Diaz through the investigation of the Charge; and (3) all proprietary and confidential information obtained by Diaz during the course of his employment with Swift.

c. Diaz and his counsel also agree that they will not make false or defamatory comments or remarks (written, verbal, or otherwise) regarding Swift, as well as any affiliated concerns (including but not limited to all entities owned or operated by Swift or Swift's current or former affiliates), all their predecessors, successors, and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)).

d. The confidentiality provision in this Paragraph is a material term of this Agreement, without which the settlement herein would not have been entered into. Diaz acknowledges that Swift may pursue any and all legal remedies against him for violations of this confidentiality provision.

5. **Prospective Employers.** Diaz agrees to refer any prospective employer to DriverFACTS, who shall confirm Diaz's dates of employment, last position held and other items required by law. Swift agrees that it will provide Diaz a neutral letter of reference along with payments due under paragraph 2 of this Agreement which confirm Diaz's dates of employment, and last position, and will state that Swift will refer all prospective employers to DriverFACTS for information required by DOT regulation.

6. **Civil Code Section 1542 Waiver.** Diaz agrees that all rights under section 1542 of the Civil Code of the State of California are hereby waived by him. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This waiver is not a mere recital, but is a known waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein. Accordingly, Diaz intends a full and final settlement of all matters, whether or not presently known or disputed at the time of this Agreement, that could have arisen between the parties, so that all claims before the date Diaz signs this Agreement are forever barred.

7. **Release.** Notwithstanding the provisions of section 1542 of the Civil Code of the State of California, Diaz hereby irrevocably and unconditionally releases and forever discharges Swift, as well as any affiliated concerns (including but not limited to all entities owned or operated by Swift or Swift's current or former affiliates), all their predecessors, successors,

and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)) (hereafter collectively the "Releasees," all of whom are expressly agreed to be third-party beneficiaries of this Agreement), from any and all charges, complaints, claims for unpaid wages, causes of action, suits, debts, contracts, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Diaz at any time had or claimed to have or which Diaz may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Diaz's employment with Swift and the termination of his employment with Swift, and all claims that have been made or could be made in the Charge. Diaz acknowledges that he has already been paid all wages that Swift concede are owed to him. Diaz further acknowledges that upon receipt of the settlement funds provided for in this agreement, he will have received all wages and have been fully compensated for all hours worked and any and all services performed for Swift, including Releasees.

8. **Claims Released.** Diaz understands the word "claims" to include all actions, claims, arbitrations, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Diaz's employment with Swift or the termination of his employment with Swift, including any claims under the Civil Rights Acts of 1866, 1964, or 1991, The Employee Retirement Income Security Act of 1974 ("ERISA"), The Age Discrimination in Employment Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Business & Professions Code and any other federal, state, or local law, ordinance, regulation, or order, or federal or state common law, including the law of contract and tort. All such claims (including related attorney's fees and costs) are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in a statute, contract or tort and regardless of the forum in which such might be brought. This release does not waive or release any claim which cannot be waived or released by law, including any claims for workers' compensation benefits, claims for unemployment benefits, or claims under Labor Code section 2802.

9. **No Reliance.** Diaz represents and acknowledges that, in executing this Agreement, Diaz does not rely and has not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

10. **Legal Advice.** Diaz represents that he has carefully read and fully understands all the provisions of this Agreement, that he understands that in agreeing to this document, he is releasing Releasees from any and all claims he may have, individually or collectively, against Releasees, that he voluntarily agrees to all the terms set forth in this Agreement, that he knowingly and willingly intend to be legally bound by the same, that he considered the terms of this Agreement and discussed them with his attorney, and that the terms of this Agreement were determined through negotiation between Swift and Diaz.

11. **Binding Agreement.** This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Diaz expressly warrants that he has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement. Diaz further warrants that no person has any lien on any amount they receive under this Agreement, and Diaz promises to hold Swift and their attorneys harmless from and indemnify them from any claim of lien by any person with respect to the claims covered by and payments made under this Agreement.

12. **Severability.** Should any provision of this Agreement be declared or be determined to be wholly or partially illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.

13. **Non-Employment.** Diaz agrees that he will not seek or accept employment, whether as an employee, independent contractor, or consultant, in the future with Swift, including any successor to Swift. Diaz further agrees that Swift shall be entitled to reject without cause any application for employment, consulting, or contracting relationship made by Diaz.

14. **Dispute Resolution.** The parties agree that any dispute regarding the application and interpretation or alleged breach of this Agreement shall be subject to arbitration by an arbitrator selected by the parties. Should any action be brought to enforce any provision of this Agreement, or for damages resulting from any alleged breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable costs, expenses, and attorneys' fees in addition to any other necessary and proper relief.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

16. **Choice of Law.** This Agreement is made under and shall be construed under California law.

17. **Attorneys' Fees.** Other than the check to "Law Offices of Anthony Trujillo, LLC" provided for in Paragraph 2(b), Swift and Diaz shall each bear their own costs and attorneys' fees. Diaz agrees to indemnify Swift for any claims, demands or liens for attorneys' fees for any lawyer acting on his behalf, including, but not limited to the undersigned attorneys. Other than the check to "Law Offices of Anthony Trujillo, LLC" provided for in Paragraph 2(b), Diaz agrees that he will be solely responsible for paying all fees due to his attorneys, if any.

18. **Interpretation.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. Headings of paragraphs shall not affect the interpretation of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts.

20. **Modification.** This Agreement can be modified only in the form of a writing signed by the parties hereto. There shall be no oral agreements between the parties concerning the subject matter of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or an acquiescence in the modification of such provision.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

Date: 3/3/10

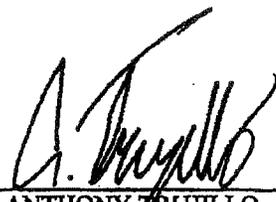
By: 
MARCO DIAZ

Date: 3-9-10

By: 
SWIFT TRANSPORTATION CO.,
INC. Michelle Deutsch

APPROVED AS TO FORM:

Date: 3/3/10

By: 
ANTHONY TRUJILLO
Counsel for MARCO DIAZ

Date: 3/9/10

By: 
RONALD J. HOLLAND
Counsel for SWIFT TRANSPORTATION
CO., INC.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL
RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is entered into between Swift Transportation Co., Inc. (hereinafter "Swift") and Salvador Gonzalez (hereinafter "Gonzalez").

WHEREAS, the International Brotherhood of Teamsters filed an unfair labor practice charge against Swift before Region 21 of the National Labor Relations Board, Case No. 21-CA-38735 (hereinafter, the "Charge") seeking reinstatement, back pay, and other relief;

WHEREAS, Swift denies all of Gonzalez's allegations; and

WHEREAS, Swift and Gonzalez desire to avoid the costs and risks of litigation and to settle fully and finally all differences between them, including, but not limited to, any differences, issues, claims, or causes of action relating to Gonzalez's employment with Swift and the termination of Gonzalez's employment with Swift;

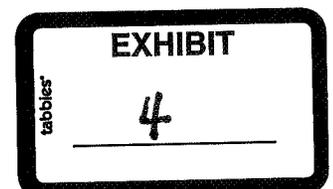
NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, Swift and Gonzalez agree as follows:

1. **Non-Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission by Swift of any liability whatsoever, or as an admission by Swift of any violation of the rights of Gonzalez or any other person, or the violation of any order, law, statute, regulation, duty, or contract whatsoever against Gonzalez or any other person or persons. Swift specifically disclaims any liability to Gonzalez or any other person for any alleged violation of the rights of Gonzalez or any other person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Swift.

2. **Dismissals, Settlement Approval, and Settlement Payment.**

a. This Agreement is expressly contingent on the conditions in the settlement agreement between Swift and the International Brotherhood of Teamsters dated March 2, 2010. In the event the Swift/IBT settlement agreement becomes null and void, this Agreement is also null and void and no longer binding on the parties.

b. Within fourteen (14) business days after the parties receive notice of the Regional Director's approval of withdrawal of both the above-referenced Charge and 21-CA-39000 with prejudice, Swift will cause to be delivered to Gonzalez's counsel two (2) checks (the "Settlement Payments") for a gross sum of Seventeen Thousand Eight Hundred Sixty-Seven dollars and zero cents (\$17,867.00). The first check, in the gross amount of Twelve Thousand Two Hundred Six Dollars and Ninety cents (\$12,206.90), less taxes required under federal and California law for wage payments, will be made payable to "Salvador Gonzalez" as the full and complete settlement of Gonzalez's claims against Swift. The second check, in the gross amount of Five Thousand Six Hundred Sixty dollars and Ten cents (\$5,660.10) will be made payable to "Law Offices Of Anthony Trujillo, LLC." All settlement proceeds will be subject to applicable



tax reporting and withholding requirements, and Gonzalez and his counsel agree to provide IRS Forms W-9 for this purpose. Swift will issue an IRS Form W2 to Gonzalez and an IRS Form 1099 MISC to the Law Offices Of Anthony Trujillo. Swift acknowledges that it will comply with FICA and all applicable tax laws when making these settlement payments.

c. Gonzalez understands and agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to Gonzalez under this Agreement, and agrees that he will not, individually or collectively, seek any further compensation for any other claimed damages, costs, expert witness fees, or attorney's fees in connection with the matters encompassed in this Agreement. Gonzalez further agrees that upon receipt of these payments he shall have received all amounts claimed to be due by virtue of his employment by Swift and that no other sums of any kind are owed to him.

d. Gonzalez acknowledges and agrees that Swift has made no representations or warranties, or promises of any kind regarding the tax consequences of any amounts received by them pursuant to this Agreement. Gonzalez agrees to pay any additional federal or state employee taxes, if any, which are required by law to be paid with respect to this settlement. If there is a claim made by any taxing authority against Swift for failure to withhold taxes from the amounts received pursuant to this Agreement, Gonzalez further agrees to indemnify and hold Swift harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Swift for any amounts levied against Swift as taxes, penalties, or interest for failure to withhold.

3. **No Other Claims.** Gonzalez represents that with the exception of the above-referenced Charge, he has not, individually or collectively, filed any complaints, claims, or actions against Swift with any state, federal or local agency, court, or any other tribunal, and that he will not, individually or collectively, do so at any time hereafter based on conduct or omissions occurring on or before the date that Gonzalez signed this Agreement, and that if any court or agency assumes jurisdiction of the same, Gonzalez will direct the court or agency to dismiss or withdraw it.

4. **Confidentiality.**

a. Except to the extent disclosure may be required by law, Gonzalez agrees that the terms of this Agreement are strictly confidential and that he will not disclose the negotiation of or terms of this Agreement to third parties, except that Gonzalez and his counsel may disclose the terms of this Agreement to their respective accountant(s), or in response to a subpoena, search warrant, or any other lawful request of any state or federal agency or court. Gonzalez also agrees to instruct any person to whom he discloses any part of this Agreement that the negotiation of, fact of, and terms of this Agreement are confidential and must not be disclosed by them to anyone. In response to any inquiry regarding Gonzalez's claims, Gonzalez and his counsel agree to state only that "the matter has been amicably resolved."

b. Unless requested by a government agency, or in response to a subpoena or other court order, Gonzalez agrees that he will not, individually or collectively, be interviewed by, initiate a discussion with, or initiate any disclosure to or discuss with any individuals any

successors, and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)) (hereafter collectively the "Releasees," all of whom are expressly agreed to be third-party beneficiaries of this Agreement), from any and all charges, complaints, claims for unpaid wages, causes of action, suits, debts, contracts, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Gonzalez at any time had or claimed to have or which Gonzalez may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Gonzalez's employment with Swift and the termination of his employment with Swift, and all claims that have been made or could be made in the Charge. Gonzalez acknowledges that he has already been paid all wages that Swift concede are owed to him. Gonzalez further acknowledges that upon receipt of the settlement funds provided for in this agreement, he will have received all wages and have been fully compensated for all hours worked and any and all services performed for Swift, including Releasees.

8. **Claims Released.** Gonzalez understands the word "claims" to include all actions, claims, arbitrations, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Gonzalez's employment with Swift or the termination of his employment with Swift, including any claims under the Civil Rights Acts of 1866, 1964, or 1991, The Employee Retirement Income Security Act of 1974 ("ERISA"), The Age Discrimination in Employment Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Business & Professions Code and any other federal, state, or local law, ordinance, regulation, or order, or federal or state common law, including the law of contract and tort. All such claims (including related attorney's fees and costs) are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in a statute, contract or tort and regardless of the forum in which such might be brought. This release does not waive or release any claim which cannot be waived or released by law, including any claims for workers' compensation benefits, claims for unemployment benefits, or claims under Labor Code section 2802.

9. **No Reliance.** Gonzalez represents and acknowledges that, in executing this Agreement, Gonzalez does not rely and has not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

10. **Legal Advice.** Gonzalez represents that he has carefully read and fully understands all the provisions of this Agreement, that he understands that in agreeing to this document, he is releasing Releasees from any and all claims he may have, individually or collectively, against Releasees, that he voluntarily agrees to all the terms set forth in this Agreement, that he knowingly and willingly intend to be legally bound by the same, that he considered the terms of this Agreement and discussed them with his attorney, and that the terms of this Agreement were determined through negotiation between Swift and Gonzalez.

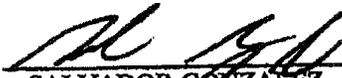
18. **Interpretation.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. Headings of paragraphs shall not affect the interpretation of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts.

20. **Modification.** This Agreement can be modified only in the form of a writing signed by the parties hereto. There shall be no oral agreements between the parties concerning the subject matter of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or an acquiescence in the modification of such provision.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

Date: 3/2/10

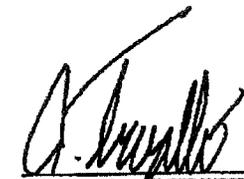
By: 
SALVADOR GONZALEZ

Date: 3.9.10

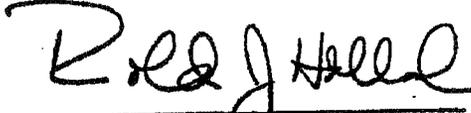
By: 
SWIFT TRANSPORTATION CO.,
INC. Michelle DeLuzan

APPROVED AS TO FORM:

Date: 3/3/10

By: 
ANTHONY TRUJILLO
Counsel for SALVADOR GONZALEZ

Date: 3/9/2010

By: 
RONALD J. HOLLAND
Counsel for SWIFT TRANSPORTATION
CO., INC.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL
RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is entered into between Swift Transportation Co., Inc. (hereinafter "Swift") and Anthony Herron (hereinafter "Herron").

WHEREAS, the International Brotherhood of Teamsters filed an unfair labor practice charge against Swift before Region 21 of the National Labor Relations Board, Case No. 21-CA-38735 (hereinafter, the "Charge") seeking reinstatement, back pay, and other relief;

WHEREAS, Swift denies all of Herron's allegations; and

WHEREAS, Swift and Herron desire to avoid the costs and risks of litigation and to settle fully and finally all differences between them, including, but not limited to, any differences, issues, claims, or causes of action relating to Herron's employment with Swift and the termination of Herron's employment with Swift;

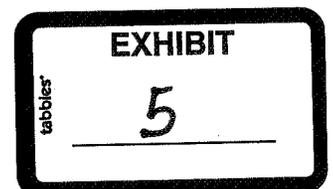
NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, Swift and Herron agree as follows:

1. **Non-Admission of Liability.** This Agreement and compliance with this Agreement shall not be construed as an admission by Swift of any liability whatsoever, or as an admission by Swift of any violation of the rights of Herron or any other person, or the violation of any order, law, statute, regulation, duty, or contract whatsoever against Herron or any other person or persons. Swift specifically disclaims any liability to Herron or any other person for any alleged violation of the rights of Herron or any other person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Swift.

2. **Dismissals, Settlement Approval, and Settlement Payment.**

a. This Agreement is expressly contingent on the conditions in the settlement agreement between Swift and the International Brotherhood of Teamsters dated March 2, 2010. In the event the Swift/IBT settlement agreement becomes null and void, this Agreement is also null and void and no longer binding on the parties.

b. Within fourteen (14) business days after the Effective Date of this Agreement as defined by paragraph 17 of this Agreement, or within fourteen (14) business days after the parties receive notice of the Regional Director's approval of withdrawal of both the above-referenced Charge and Charge 21-CA-39000 with prejudice, whichever is later, Swift will cause to be delivered to Herron's counsel two (2) checks (the "Settlement Payments") for a gross sum of Six Thousand dollars and zero cents (\$6,000.00). The first check, in the gross amount of Three Thousand Nine Hundred Dollars and zero cents (\$3,900.00), less taxes required under federal and California law for wage payments, will be made payable to "Anthony Herron" as the full and complete settlement of Herron's claims against Swift. The second check, in the gross amount of Two Thousand One Hundred Dollars and zero cents (\$2,100.00) will be made payable



to "Law Offices Of Anthony Trujillo, LLC." All settlement proceeds will be subject to applicable tax reporting and withholding requirements, and Herron and his counsel agree to provide IRS Forms W-9 for this purpose. Swift will issue an IRS Form W2 to Herron and an IRS Form 1099 MISC to the Law Offices Of Anthony Trujillo. Swift acknowledges that it will comply with FICA and all applicable tax laws when making these settlement payments.

c. Herron understands and agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to Herron under this Agreement, and agrees that he will not, individually or collectively, seek any further compensation for any other claimed damages, costs, expert witness fees, or attorney's fees in connection with the matters encompassed in this Agreement. Herron further agrees that upon receipt of these payments he shall have received all amounts claimed to be due by virtue of his employment by Swift and that no other sums of any kind are owed to him.

d. Herron acknowledges and agrees that Swift has made no representations or warranties, or promises of any kind regarding the tax consequences of any amounts received by them pursuant to this Agreement. Herron agrees to pay any additional federal or state employee taxes, if any, which are required by law to be paid with respect to this settlement. If there is a claim made by any taxing authority against Swift for failure to withhold taxes from the amounts received pursuant to this Agreement, Herron further agrees to indemnify and hold Swift harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Swift for any amounts levied against Swift as taxes, penalties, or interest for failure to withhold.

3. **No Other Claims.** Herron represents that with the exception of the above-referenced Charge, he has not, individually or collectively, filed any complaints, claims, or actions against Swift with any state, federal or local agency, court, or any other tribunal, and that he will not, individually or collectively, do so at any time hereafter based on conduct or omissions occurring on or before the date that Herron signed this Agreement, and that if any court or agency assumes jurisdiction of the same, Herron will direct the court or agency to dismiss or withdraw it.

4. **Confidentiality.**

a. Except to the extent disclosure may be required by law, Herron agrees that the terms of this Agreement are strictly confidential and that he will not disclose the negotiation of or terms of this Agreement to third parties, except that Herron and his counsel may disclose the terms of this Agreement to their respective accountant(s), or in response to a subpoena, search warrant, or any other lawful request of any state or federal agency or court. Herron also agrees to instruct any person to whom he discloses any part of this Agreement that the negotiation of, fact of, and terms of this Agreement are confidential and must not be disclosed by them to anyone. In response to any inquiry regarding Herron's claims, Herron and his counsel agree to state only that "the matter has been amicably resolved."

b. Unless requested by a government agency, or in response to a subpoena or other court order, Herron agrees that he will not, individually or collectively, be interviewed by,

initiate a discussion with, or initiate any disclosure to or discuss with any individuals any information or documents concerning the terms and amount of this Agreement. Except as required by law, Herron also agrees that he will hold confidential: (1) any information or knowledge pertaining to the terms of this Agreement; (2) any information obtained by Herron through the investigation of the Charge; and (3) all proprietary and confidential information obtained by Herron during the course of his employment with Swift.

c. Herron and his counsel also agree that they will not make false or defamatory comments or remarks (written, verbal, or otherwise) regarding Swift, as well as any affiliated concerns (including but not limited to all entities owned or operated by Swift or Swift's current or former affiliates), all their predecessors, successors, and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)).

d. The confidentiality provision in this Paragraph is a material term of this Agreement, without which the settlement herein would not have been entered into. Herron acknowledges that Swift may pursue any and all legal remedies against him for violations of this confidentiality provision.

5. **Prospective Employers.** Herron agrees to refer any prospective employer to DriverFACTS, who shall confirm Herron's dates of employment, last position held and other items required by law. Swift agrees that it will provide Herron a neutral letter of reference along with payments due under paragraph 2 of this Agreement which confirm Herron's dates of employment, and last position, and will state that Swift will refer all prospective employers to DriverFACTS for information required by DOT regulation.

6. **Civil Code Section 1542 Waiver.** Herron agrees that all rights under section 1542 of the Civil Code of the State of California are hereby waived by him. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This waiver is not a mere recital, but is a known waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein. Accordingly, Herron intends a full and final settlement of all matters, whether or not presently known or disputed at the time of this Agreement, that could have arisen between the parties, so that all claims before the date Herron signs this Agreement are forever barred.

7. **Release.** Notwithstanding the provisions of section 1542 of the Civil Code of the State of California, Herron hereby irrevocably and unconditionally releases and forever discharges Swift, as well as any affiliated concerns (including but not limited to all entities

owned or operated by Swift or Swift's current or former affiliates), all their predecessors, successors, and/or assigns, and all persons acting by, through, under, or in concert with Swift (including but not limited to all past and present employees, officers, shareholders, and directors (irrespective of whether the individuals were alleged to be or were acting within the course and scope of their employment)) (hereafter collectively the "Releasees," all of whom are expressly agreed to be third-party beneficiaries of this Agreement), from any and all charges, complaints, claims for unpaid wages, causes of action, suits, debts, contracts, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which Herron at any time had or claimed to have or which Herron may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Herron's employment with Swift and the termination of his employment with Swift, and all claims that have been made or could be made in the Charge. Herron acknowledges that he has already been paid all wages that Swift concedes are owed to him. Herron further acknowledges that upon receipt of the settlement funds provided for in this agreement, he will have received all wages and have been fully compensated for all hours worked and any and all services performed for Swift, including Releasees.

8. **Claims Released.** Herron understands the word "claims" to include all actions, claims, arbitrations, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively all claims arising out of Herron's employment with Swift or the termination of his employment with Swift, including any claims under the Civil Rights Acts of 1866, 1964, or 1991, The Employee Retirement Income Security Act of 1974 ("ERISA"), The Age Discrimination in Employment Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Business & Professions Code and any other federal, state, or local law, ordinance, regulation, or order, or federal or state common law, including the law of contract and tort. All such claims (including related attorney's fees and costs) are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in a statute, contract or tort and regardless of the forum in which such might be brought. This release does not waive or release any claim which cannot be waived or released by law, including any claims for workers' compensation benefits, claims for unemployment benefits, or claims under Labor Code section 2802.

In spite of this Agreement, Herron still retains the right to challenge the knowing and voluntary nature of this Agreement under the Older Worker's Benefit Protection Act ("OWBPA") and the ADEA before a court, the EEOC, or any state or local agency permitted to enforce those laws, and this release does not impose any penalty or condition for doing so. Herron understands that nothing in this Agreement prevents him from filing a charge with, or from participating in an investigation or proceeding conducted by the EEOC or any state or local agency which can act as a referral agency for the EEOC. Herron understands, however, that if he successfully pursues a claim against any Releasee under the OWBPA or the ADEA, he has waived the right to receive any monetary damages, and that Releasees may seek to set off the amount of benefits that were paid to them for signing the Agreement against any award they obtain or to limit any award to Herron to non-monetary relief. If Herron unsuccessfully pursue a claim against any Releasee

under the OWBPA or the ADEA, then that Releasee may be entitled to recover their costs and attorneys' fees to the extent authorized by federal law.

9. **No Reliance.** Herron represents and acknowledges that, in executing this Agreement, Herron does not rely and has not relied upon any representation or statement made by any of the parties or by any of the parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

10. **Legal Advice.** Herron represents that he has carefully read and fully understands all the provisions of this Agreement, that he understands that in agreeing to this document, he is releasing Releasees from any and all claims he may have, individually or collectively, against Releasees, that he voluntarily agrees to all the terms set forth in this Agreement, that he knowingly and willingly intend to be legally bound by the same, that he considered the terms of this Agreement and discussed them with his attorney, and that the terms of this Agreement were determined through negotiation between Swift and Herron.

11. **Binding Agreement.** This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Herron expressly warrants that he has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement. Herron further warrants that no person has any lien on any amount they receive under this Agreement, and Herron promises to hold Swift and their attorneys harmless from and indemnify them from any claim of lien by any person with respect to the claims covered by and payments made under this Agreement.

12. **Severability.** Should any provision of this Agreement be declared or be determined to be wholly or partially illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.

13. **Non-Employment.** Herron agrees that he will not seek or accept employment, whether as an employee, independent contractor, or consultant, in the future with Swift, including any successor to Swift. Herron further agrees that Swift shall be entitled to reject without cause any application for employment, consulting, or contracting relationship made by Herron.

14. **Dispute Resolution.** The parties agree that any dispute regarding the application and interpretation or alleged breach of this Agreement shall be subject to arbitration by an arbitrator selected by the parties. Should any action be brought to enforce any provision of this Agreement, or for damages resulting from any alleged breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable costs, expenses, and attorneys' fees in addition to any other necessary and proper relief.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof.

16. **Choice of Law.** This Agreement is made under and shall be construed under California law.

17. **Older Workers Benefit Protection Act Compliance.** Herron understands and agrees that he:

a. Has carefully read and fully understands all of the provisions of this Agreement;

b. Has been given a full twenty-one (21) days within which to consider this Agreement before executing it;

c. Is, through this Agreement, releasing Releasees from any and all claims he or she may have against them;

d. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;

e. Knowingly and voluntarily intends to be legally bound by the same;

f. Consulted with his attorney before executing this Agreement;

g. Has a full seven (7) calendar days following his execution of this Agreement to revoke this Agreement; in order to revoke this Agreement, Herron must deliver to Ronald J. Holland, Littler Mendelson P.C., 650 California Street, 20th Floor, San Francisco, California 94108, a written revocation by 11:59 p.m. PDT no later than the seventh calendar day following the date he signs this Agreement.

h. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 that may arise after the date this Agreement is executed are not waived; and

i. Understands that the Effective Date of this Agreement shall be the first day after the seven day revocation period has expired and this Agreement has not been revoked by Herron and that this Agreement shall not become effective or enforceable until the revocation period has expired.

18. **Attorneys' Fees.** Other than the check to "Law Offices of Anthony Trujillo, LLC" provided for in Paragraph 2(b), Swift and Herron shall each bear their own costs and attorneys' fees. Herron agrees to indemnify Swift for any claims, demands or liens for attorneys' fees for any lawyer acting on his behalf, including, but not limited to the undersigned attorneys.

Other than the check to "Law Offices of Anthony Trujillo, LLC" provided for in Paragraph 2(b), Herron agrees that he will be solely responsible for paying all fees due to his attorneys, if any.

19. Interpretation. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. Headings of paragraphs shall not affect the interpretation of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts.

21. Modification. This Agreement can be modified only in the form of a writing signed by the parties hereto. There shall be no oral agreements between the parties concerning the subject matter of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or an acquiescence in the modification of such provision.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

Date: 3-4-10

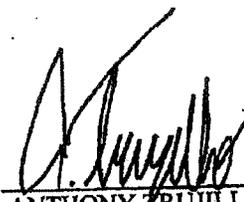
By: 
ANTHONY HERRON

Date: 3.9.10

By: 
SWIFT TRANSPORTATION CO.
INC. Michelle Deutsch

APPROVED AS TO FORM:

Date: 3/5/10

By: 
ANTHONY TRUJILLO
Counsel for ANTHONY HERRON

Date: 3/9/2010

By: 
RONALD J. HOLLAND