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ADELA CALDERON, on behalf of herself and all
6 others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10
11 ADELA CALDERON, on behalf of herself
and all other similarly situated,

12 **Plaintiffs,**

13 **v.**

14 NOVA TRANSPORTATION SERVICES,
15 INC., a California corporation; BARONHR
WEST, INC., a Delaware corporation; DRE
16 WORKFORCE, INC., a California
corporation; H. RAUVEL, INC., a California
17 corporation dba NOVA CONTAINER
FREIGHT STATION; and DOES 1 through
18 100, Inclusive

19 **Defendants.**

CASE NO.: 20STCV35664

[Assigned for all purposes to the Hon.
William F. Highberger - Dept. 10]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

1 TO THE COURT:

2 This Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement")
3 is made and entered into by and between Adela Calderon ("Plaintiff"), individually and on
4 behalf of all others similarly situated, and Nova Transportation Services, Inc., H. Rauvel, Inc.
5 dba Nova Container Freight Station ("Nova"), BaronHR West, Inc. ("Baron"), and DRE
6 Workforce, Inc. ("DRE") (Nova, Baron, and DRE collectively will be referred to as
7 "Defendants") (Defendants and Plaintiff collectively will be referred to as "Parties"), and is
8 subject to the terms and conditions below, and to the Court's approval. The Parties expressly
9 acknowledge that this Settlement Agreement is entered into solely for the purpose of
10 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
11 admission of liability or wrongdoing by Defendants. If for any reason the Settlement
12 Agreement is not approved, it will be of no force or effect, and the Parties will be returned to
13 their respective positions immediately prior to and as if they had never executed this Settlement
14 Agreement as more fully set forth below.

15 DEFINITIONS

16 The following definitions are applicable to this Settlement Agreement. Definitions
17 contained elsewhere in this Settlement Agreement will also be effective:

- 18 1. "Action" means *Adela Calderon v. Nova Transportation Services, Inc., et al.*,
19 Los Angeles County Superior Court, Case No. 20STCV35664.
- 20 2. "Class Counsel" means Michael Nourmand and James A. De Sario of The
21 Nourmand Law Firm, APC.
- 22 3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
23 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
24 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
25 associated with documenting the Settlement, providing any notices required as part of the
26 Settlement or Court order, securing the Court's approval of the Settlement, administering the
27 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
28 request attorneys' fees of not to exceed one-third of the Gross Settlement Amount or Two

1 Hundred Fourteen Thousand Three Hundred Forty-Four Dollars and Eighty-Three Cents
2 (\$214,344.83) and litigation costs and expenses not to exceed Twenty-Five Thousand Dollars
3 (\$25,000). Defendants have agreed not to oppose Class Counsel's request for Class Counsel
4 Fees and Costs.

5 4. "Class List" means a complete list of all Class Members that Defendants will
6 diligently and in good faith compile from their records and provide on a confidential basis to
7 the Settlement Administrator within fourteen (14) calendar days after the Court's entry of an
8 order granting preliminary approval of this Settlement. The Class List will be formatted in
9 Microsoft Office Excel and Defendants will use their best efforts to include each Class
10 Member's full name; most recent mailing address; last known telephone number if readily
11 available; dates of employment or number of workweeks worked during the Class Period; and
12 Social Security number.

13 5. "Class Member(s)" or "Settlement Class" means Plaintiff and all current and
14 former hourly non-exempt employees who were directly hired by Nova or hourly non-exempt
15 temporary employees who were placed by Baron and DRE to work for Nova in California
16 during the Class Period.

17 6. "Class Period" means the period from July 14, 2019 through June 28, 2022.

18 7. "Class Representative Enhancement Payment" means the amount to be paid from
19 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
20 and in recognition of her efforts in prosecuting the Action on behalf of Class Members.
21 Plaintiff will request and Defendants will not oppose Plaintiff's application to the court for a
22 payment of Ten Thousand Dollars (\$10,000) for her willingness to serve as Class
23 Representative.

24 8. "Court" means the Los Angeles County Superior Court, or any other court taking
25 jurisdiction of the Action.

26 9. "Effective Date" means the date when the Final Approval Order becomes final
27 and Defendants fully fund the Gross Settlement Amount and respective employer's share of
28 payroll taxes. For purposes of this Paragraph, the Final Approval Order "becomes final" upon

1 the last to occur of the following: (a) if there are no objections to the Settlement, the date the
2 Court enters an order granting final approval of the Settlement; or (b) if there are objections to
3 the Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order,
4 the day after the time period to appeal the Settlement has expired, i.e., 60 days from the date the
5 Court enters an order granting final approval of the Settlement.

6 10. "Gross Settlement Amount" means the maximum settlement amount of Six
7 Hundred Forty-Three Thousand Thirty-Four Dollars and Fifty Cents (\$643,034.50) ("Gross
8 Settlement Amount"), which has been and/or will be paid by Defendants in full satisfaction of
9 all claims arising from the Action as follows: Five Hundred Thousand Dollars (\$500,000) to be
10 funded by DRE; Seventy Thousand Dollars (\$70,000) to be funded by Nova; and Seventy Three
11 Thousand Thirty-Four Dollars and Fifty Cents (\$73,034.50) to be funded by Baron. The Gross
12 Settlement Amount includes all Individual Settlement Payments to Participating Class
13 Members, the Class Representative Enhancement Payment, Settlement Administration
14 Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of Twenty
15 Thousand Dollars (\$20,000) of which 75% or Fifteen Thousand Dollars (\$15,000) will be paid
16 to the Labor Workforce Development Agency ("LWDA") and 25% or Five Thousand Dollars
17 (\$5,000) to PAGA Group Members. Employer's share of payroll taxes will be paid in addition
18 to the Gross Settlement Amount to be prorated based on Defendants' contribution of the Gross
19 Settlement Amount.

20 11. "Individual Settlement Payment" means each Participating Class Member's
21 share of the Net Settlement Amount, to be distributed to Plaintiff and Class Members who do
22 not request exclusion from the settlement.

23 12. "Net Settlement Amount" means the maximum amount available for distribution
24 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
25 Enhancement Payment, Settlement Administration Expenses, and \$15,000 as PAGA penalties
26 from the Gross Settlement Amount.

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1 13. “Notice of Objection” means a Class Member’s valid and timely written
2 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
3 objector’s full name, signature, address, and telephone number; (ii) a written statement of all
4 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
5 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
6 persons who will be called to testify in support of the objection. Further, an objector may
7 appear at the Final Approval hearing, either in person or through counsel, at his or her expense.
8 The Parties will be permitted to respond in writing to such objections at least seven calendar
9 days prior to the Final Approval hearing or within the time period set by the Court.

10 14. “Notice” means the Notice of Class Action Settlement, substantially in the form
11 attached as Exhibit A.

12 15. “PAGA” means the California Private Attorneys General Act of 2004, which is
13 codified in California Labor Code §2698, et seq.

14 16. “PAGA Group Member(s)” means Plaintiff and all current and former hourly
15 non-exempt employees who were directly hired by Nova or hourly non-exempt temporary
16 employees who were placed by Baron and DRE to work for Nova in California during the
17 PAGA Period.

18 17. “PAGA Period” means the period from July 14, 2019 through June 28, 2022.

19 18. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
20 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
21 have agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject
22 to Court approval. Of the PAGA Settlement Amount, 75% or Fifteen Thousand Dollars
23 (\$15,000) will be paid to the LWDA (“LWDA Payment”), and the remaining 25% or Five
24 Thousand Dollars (\$5,000) will be distributed to PAGA Group Members.

25 19. “Participating Class Members” means all Class Members who do not submit
26 valid Requests for Exclusion.

27 20. “Preliminary Approval” means the Court order granting preliminary approval of
28 the Settlement Agreement.

1 21. “Released PAGA Claims” means any and all claims for civil penalties under
2 PAGA based on the labor code violations alleged in the Notice sent by Plaintiff to the LWDA,
3 as well as all facts, theories, or claims for civil penalties that would be considered
4 administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the
5 LWDA, PAGA Group Members shall receive their portion of the PAGA penalties regardless of
6 their decision to opt-out of the class settlement and therefore the Released PAGA Claims would
7 apply to them.

8 22. “Released Claims” means all *California* wage and hour claims, penalties,
9 interest, and causes of action, arising from or related to the claims pled in Plaintiff’s operative
10 complaint (“Complaint”) or that could have been pled in the Complaint based on the factual
11 allegations pled in the Complaint, including all claims for allegedly unpaid minimum and
12 overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest
13 breaks, inaccurate wage statements, and failure to pay all wages owed upon termination under
14 the California Labor Code, or applicable wage order(s), unfair competition claims under
15 California Business & Professions Code §17200, et seq. based on the labor code violations
16 alleged, and any penalties, restitution, disgorgement, interest or attorneys’ fees that occurred
17 during the Class Period. This release will cover all Class Members who do not opt out.

18 23. “Released Parties” means Defendants and Defendants’ former and present
19 parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and their
20 current, former, and future owners, officers, shareholders, directors, members, managers,
21 operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
22 attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or
23 legal representatives.

24 24. “Request for Exclusion” means a timely letter submitted by a Class Member
25 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
26 set forth the name, address, telephone number and last four digits of the Social Security
27 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
28 returned by mail or fax to the Settlement Administrator at the specified address or fax number

1 indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in
2 the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

3 25. "Response Deadline" means the deadline by which Class Members must fax or
4 postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to
5 the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar
6 days from the initial mailing of the Notice by the Settlement Administrator. The Response
7 Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen
8 (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
9 Administrator in accordance with the notice procedure described herein. The Response
10 Deadline may also be extended by express agreement between Class Counsel and Defendants'
11 counsel.

12 26. "Settlement Administrator" means Phoenix Settlement Administrators or any
13 other third-party class action settlement claims administrator agreed to by the Parties and
14 approved by the Court for the purposes of administering this Settlement. The Parties each
15 represent that they do not have any financial interest in the Settlement Administrator or
16 otherwise have a relationship with the Settlement Administrator that could create a conflict of
17 interest.

18 27. "Settlement Administration Expenses" means the costs payable to the Settlement
19 Administrator for administering this Settlement, including, but not limited to, printing,
20 translating into Spanish, conducting a National Change of Address ("NCOA") search,
21 distributing (including with appropriate postage), and tracking documents for this Settlement in
22 English and Spanish, any searches to locate any Class Members, PAGA Group Members, tax
23 reporting, distributing the Individual Settlement Payments, Class Representative Enhancement
24 Payment, Class Counsel Fees and Costs, and providing necessary certification of completion of
25 notice, reports and declarations, establishing and administering a qualified settlement fund
26 account and other responsibilities set forth in this Settlement Agreement and as requested by the
27 Parties. The Settlement Administration Expenses are currently estimated to be not more than
28 Thirteen Thousand Five Hundred Dollars (\$13,500).

1 TERMS OF AGREEMENT

2 Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

3 28. Impact of Any Court Determination Not to Enter Final Approval Order. In the
4 event that the Court does not enter a Final Approval Order and this Settlement Agreement does
5 not become effective, the following will occur:

- 6 a. on the date final approval is denied, the status of the Action will be
7 deemed to return to its status at the time immediately prior to and as if the
8 Parties had never executed this Settlement Agreement; and
9 b. Defendants will pay the Settlement Administrator for any costs incurred
10 by the Settlement Administrator.

11 29. Settlement Funding. Within twenty-one (21) calendar days of the Effective Date,
12 Defendants will deposit the Gross Settlement Amount and employer's share of payroll taxes
13 with the Settlement Administrator who will deposit the funds into an interest-bearing trust
14 account referred to as the Qualified Settlement Fund account from which the Settlement
15 Administrator will have authority to distribute money in accordance with the terms of this
16 Settlement Agreement. The employer's share of the payroll taxes, which shall be paid in
17 addition to the Gross Settlement Amount, with the assistance of the Settlement Administrator to
18 calculate the appropriate amount of the employer's share of the payroll taxes to funded by
19 Defendants. The rights, duties, obligations and liabilities of the parties hereto shall be several
20 and not joint or collective. Plaintiff recognizes that each party hereto shall be responsible only
21 for its obligations as herein set out and shall be liable only for its share of the settlement,
22 employer's share of payroll taxes, cost, and expense as herein provided. A breach by one party
23 does not void the settlement and/or release with respect to the other.

24 30. Class Counsel Fees and Costs. Defendants agree not to oppose or impede any
25 application or motion by Class Counsel for Class Counsel Fees in the amount of up to Two
26 Hundred Fourteen Thousand Dollars Three Hundred Forty-Four Dollars and Eighty-Three
27 Cents (\$214,344.83), plus the reimbursement of the actual costs and expenses associated with
28

1 Class Counsel's litigation and settlement of the Action, not to exceed Twenty-Five Thousand
2 Dollars (\$25,000).

3 31. Class Representative Enhancement Payment. In exchange for named Plaintiff's
4 executing a general release, and in recognition of her efforts in prosecuting the Action on behalf
5 of Class Members, Defendants agree not to oppose or impede any application or motion for a
6 Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The
7 Class Representative Enhancement Payment, which will be paid from the Gross Settlement
8 Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the
9 Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes,
10 penalties and interest on the payment made pursuant to this paragraph and will hold Defendants
11 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the
12 payment.

13 32. Settlement Administration Expenses. The Settlement Administrator will be paid
14 for the reasonable fees and costs of administration of the Settlement, which are estimated not to
15 exceed Thirteen Thousand Five Hundred Dollars (\$13,500). These will include, *inter alia*, fees
16 and costs payable to the Settlement Administrator for printing, translating into Spanish,
17 distributing (including with appropriate postage), and tracking documents for this Settlement in
18 English and Spanish, any searches to locate any Class Members and PAGA Group Members,
19 calculating estimated amounts per Class Member and PAGA Group Member, tax reporting,
20 distributing the Individual Settlement Payments, Class Representative Enhancement Payment,
21 Class Counsel Fees and Costs, payment to LWDA and PAGA Group Members for PAGA
22 penalties, and providing necessary certification of completion of notice, reports and
23 declarations, establishing and administering a Qualified Settlement Fund account, required tax
24 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms,
25 calculating the employer's share of payroll taxes on the wage portion of the Individual
26 Settlement Payments and coordinating related reporting, and other responsibilities as requested
27 by the Parties. The Settlement Administration Expenses will be paid from the Gross Settlement
28 Amount.

1 33. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
2 Individual Settlement Payments to Participating Class Members from the Settlement Class in
3 accordance with the terms of this Agreement.

4 34. Individual Settlement Payment Calculations. Defendants will provide the
5 Settlement Administrator with the total number of workweeks or pay periods for each Class
6 Member during the Class Period and total number of workweeks or pay periods for each PAGA
7 Group Member during the PAGA Period. The Settlement Administrator will divide the Net
8 Settlement Amount, less \$5,000 (or the Court approved amount from the PAGA Settlement
9 Amount allocated for PAGA penalties to PAGA Group Members), by the total number of
10 workweeks/pay periods ("Work Week/Pay Period Rate Amount") and then multiply this amount
11 by each Class Member's total number of workweeks/pay periods to yield that employee's Net
12 Settlement Payment. In the event a Class Member submits a timely Request for Exclusion from
13 the settlement, his/her share of the settlement will be added to the Net Settlement Amount.

14	NET	
15	SETTLEMENT	
16	AMOUNT	X
17		
18	Total number of	Participating
	Workweeks/Pay	Class Member's
	Periods for all	Workweeks/Pay
	Class Members	Periods

19 In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata
20 share of the \$5,000 allocated for PAGA penalties to PAGA Group Members, as calculated by
21 the Settlement Administrator, with a formula similar to payments to Participating Class
22 Members.

23	\$5,000 for PAGA	
24	Penalties to PAGA	
	Group Members	X
25		
26	Total number of	Individual PAGA
27	Workweeks/Pay Periods	Group Member's
28	for all PAGA Group	Workweeks/Pay
	Members during PAGA	Periods during PAGA
	Period	Period

1 The Individual Settlement Payment for any Participating Class Member who is also a
2 PAGA Group Member shall include the Participating Class Member's share of the PAGA
3 Settlement Amount allocated for PAGA penalties to PAGA Group Members.

4 Class Members who are PAGA Group Members will not be permitted to exclude
5 themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement
6 payments in the appropriate amounts will be distributed by the Settlement Administrator by
7 mail to the PAGA Group Members including to those Class Members who are PAGA Group
8 Members who submitted a request for exclusion.

9 35. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall
10 be deemed to be income to such Class Members solely in the year in which such awards
11 actually are received by the Class Members. It is expressly understood and agreed that the
12 receipt of such Settlement Awards will not entitle any Class Member to additional
13 compensation or benefits under any company bonus, paid time off (including vacation and sick
14 leave), or other compensation or benefit plan or agreement in place during the period covered
15 by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k)
16 benefits or matching benefits, or deferred compensation benefits. It is the intent of this
17 Settlement that the Settlement Awards provided for in this Agreement are the sole payments to
18 be made by Defendants to the Class Members in connection with this Settlement, and that the
19 Class Members are not entitled to any new or additional compensation or benefits as a result of
20 having received the Settlement Awards (notwithstanding any contrary language or agreement in
21 any benefit or compensation plan document that might have been in effect during the period
22 covered by this Settlement).

23 36. Settlement Administration Process. The Parties agree to cooperate in the
24 administration of the settlement and to make all reasonable efforts to control and minimize the
25 costs and expenses incurred in administration of the Settlement.

26 37. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
27 Approval, Defendants will provide the Class List to the Settlement Administrator.

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1 38. Notice by First-Class U.S. Mail. Within five (5) calendar days after receiving
2 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
3 Members via regular First-Class U.S. Mail.

4 39. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
5 Settlement Administrator will perform a search based on the National Change of Address
6 Database for information to update and correct for any known or identifiable address changes.
7 Any Notice returned to the Settlement Administrator as non-deliverable on or before the
8 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
9 address, and the Settlement Administrator will indicate the date of such re-mailing on the
10 Notice. If no forwarding address is provided, the Settlement Administrator will promptly
11 attempt to determine the correct address using a skip-trace, or other search using the name,
12 address and/or Social Security number of the Class Member involved, and will then perform a
13 single re-mailing. Those Class Members who receive a re-mailed Notice will have between the
14 latter of (i) an additional fifteen calendar (15) days or (ii) the Response Deadline to fax or
15 postmark a Request for Exclusion, submit an objection to the Settlement or dispute workweeks.

16 40. Notice. All Class Members will be mailed the Notice. The Notice will provide:
17 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal
18 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks/pay
19 periods worked during the Class Period, (5) each Class Member's estimated Individual
20 Settlement Payment; (6) the dates which comprise the Class Period, (7) instructions on how to
21 submit valid Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by
22 which the Class Member must fax or postmark Request for Exclusions, submit objections to the
23 Settlement or dispute workweeks, and (9) the claims to be released, as set forth in this
24 Settlement Agreement.

25 41. Request for Exclusion Procedures. Any Class Member wishing to opt out from
26 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
27 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the
28 return mailing envelope will be the exclusive means to determine whether a Request for

1 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
2 they will not solicit or encourage Class Members to opt-out or object to this Settlement
3 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
4 Members are bound by the Court's resolution of that claim. Class Members who are also
5 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-
6 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA
7 Group Members.

8 42. Defective Submissions. If a Class Member's Request for Exclusion is defective
9 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
10 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a
11 cure letter within three (3) calendar days of receiving the defective submission to advise the
12 Class Member that his or her submission is defective and that the defect must be cured to render
13 the Request for Exclusion valid. The Class Member will have until the later of (i) Response
14 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
15 revised Request for Exclusion.

16 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
17 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
18 timely and valid Request for Exclusion will be bound by all of its terms, including those
19 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
20 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it
21 grants final approval to the Settlement. If the Court approves the compromise of the PAGA
22 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
23 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
24 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

25 44. Objection Procedures. To object to the Settlement Agreement, a Class Member
26 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
27 Settlement Administrator by the Response Deadline. The Settlement Administrator will notify
28 counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the

1 Court. The Notice of Objection must be signed by the Class Member and contain all
2 information required by this Settlement Agreement. The postmark date of the mailing will be
3 deemed the exclusive means for determining that the Notice of Objection is timely. Class
4 Members who wish to object will have a right to appear at the Final Approval Hearing, with or
5 without counsel at his/her own expense, in order to have their objections heard by the Court. At
6 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
7 Members to submit written objections to the Settlement Agreement or appeal from the Final
8 Approval Order and Judgment.

9 45. Certification Reports Regarding Individual Settlement Payment Calculations.

10 The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly
11 report which certifies: (i) the number of Class Members who have submitted valid Request for
12 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.
13 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
14 reports regarding the administration of the Settlement Agreement as needed or requested.

15 46. Timing of Distribution of Individual Settlement Payments. Within three (3)

16 calendar days of Defendants depositing the Gross Settlement Amount as set forth above, the
17 Settlement Administrator will issue payments to (1) Participating Class Members and PAGA
18 Group Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA. The Settlement
19 Administrator will also issue a payment to itself for Court-approved services performed in
20 connection with the settlement.

21 47. Uncashed or Undeliverable Settlement Checks. Individual settlement checks

22 paid to participating Class Members and PAGA Group Members will be valid for 180 days.
23 Participating Class Members and PAGA Group Members will have one hundred eighty (180)
24 calendar days from the date of issuance of the check to cash their check. For any check not
25 cashed after 180 calendar days, the Settlement Administrator will send the amount represented
26 by the check to the California State Controller Unclaimed Property, with the identity of the
27 Participating Class Member and PAGA Group Member to whom the funds belong, to be held
28 for the participating Class Member and PAGA Group Member per California Unclaimed

1 Property Law, in the interest of justice. The money paid to the California State Controller
2 Unclaimed Property will remain the Participating Class Member and PAGA Group Member's
3 property. This will allow Participating Class Members and PAGA Group Member who did not
4 cash their checks to collect their Individual Settlement Amounts at any time in the future.
5 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and
6 the California Code of Civil Procedure section 384 shall not apply. The funds will be held by
7 the State until claimed by the employee and the uncashed check never ceases to be the
8 employee's property.

9 48. Increase in Workweeks/Pay Periods. Nova confirmed that there are 2,285 total
10 pay periods during the Class Period and PAGA Period. DRE confirmed that there are 27,198
11 total pay periods during the Class Period and PAGA Period. Baron confirmed that there are
12 1,897 total pay periods during the Class Period and PAGA Period. If the total number of pay
13 periods is more than five percent (5%) of these figures, Defendants agree to, at their option, (i)
14 increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 5% increase
15 in the total number of pay periods worked, Defendants would agree to increase the Gross
16 Settlement Amount for those pay periods above 5%) or (ii) close the Class Period and PAGA
17 Period as of the date the total pay periods is less than the amount above 5%.

18 49. Certification of Completion. Upon completion of administration of the
19 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
20 such completion to the Court and counsel for all Parties.

21 50. Treatment of Individual Settlement Payments. All Individual Settlement
22 Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rate share of
23 the \$5,000 allocated for PAGA penalties shall be allocated as penalties; 20% of each Individual
24 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 80%
25 will be allocated to the settlement of claims for interest and statutory penalties. The portion
26 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2
27 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the
28 Settlement Administrator.

1 51. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
3 Group Members, Class Counsel, and Defendants any W-2, 1099, or other tax forms as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for forwarding all payroll taxes and other legally
6 required withholdings, and related reporting, to the appropriate government authorities.

7 52. Defendants' Responsibility for Employer Taxes: For any portion of the Class
8 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
9 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
10 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
11 Settlement Amount, via and with the Settlement Administrator's assistance.

12 53. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
13 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
14 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
15 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
16 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
17 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
18 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
19 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
20 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
21 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
22 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT
23 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
24 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
25 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
26 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
27 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
28 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

1 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
2 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
3 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
4 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
5 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
6 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
7 CONTEMPLATED BY THIS AGREEMENT.

8 54. No Prior Assignments. The Parties and their counsel represent, covenant, and

9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,

11 demand, action, cause of action or right released and discharged in this Settlement Agreement.

12 55. Release by Plaintiff. Upon the date the Court enters an order granting final

13 approval of the settlement and Defendants fully fund the Gross Settlement Amount and the

14 employer's share of payroll taxes, in addition to the claims being released by all Class

15 Members, Plaintiff will provide the following additional general release ("General Release"):

16 Plaintiff, on her own behalf and on behalf of her heirs, spouses, executors, administrators,

17 attorneys, agents and assigns, fully and finally releases the Released Parties from all claims,

18 demands, rights, liabilities and causes of action of every nature and description whatsoever,

19 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for

20 violation of any state or federal statute, rule or regulation arising out of, relating to, or in

21 connection with any act or omission by or on the part of any of the Released Parties committed

22 or omitted prior to the execution of this Agreement. This General Release includes any

23 unknown claims Plaintiff does not know or suspect to exist in her favor at the time of this

24 General Release, which, if known by them, might have affected her settlement with, and release

25 of, the Released Parties or might have affected her decision not to object to this Settlement or

26 this Release. To the extent the foregoing releases are releases to which Section 1542 of the

27 California Civil Code or similar provisions of other applicable law may apply, Plaintiff

28 expressly waives any and all rights and benefits conferred upon them by the provisions of

1 Section 1542 of the California Civil Code or similar provisions of applicable law which are as
2 follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
4 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
5 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
6 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
7 OR HER SETTLEMENT WITH THE DEBTOR.

8 The significance of this release and waiver of Civil Code Section 1542 has been explained to
9 Plaintiff by her counsel. Release by Plaintiff expressly excludes any claims for workers
10 compensation against Defendants.

11 56. Neutral Reference. Defendants agree that they will only provide a neutral
12 reference for Plaintiff should any prospective employers or anyone contact them regarding
13 Plaintiff's employment. Defendants shall only provide the dates of employment and Plaintiff's
14 last job title held with Defendants.

15 57. Nullification of Settlement Agreement. In the event that: (i) the Court does not
16 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
17 does not become final for any other reason, then this Settlement Agreement and any documents
18 generated to bring it into effect will be null and void. Any order or judgment entered by the
19 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
20 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
21 proceedings, either in this Action, this Court, or any other Court or forum.

22 58. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
24 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
25 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
26 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
27 provide for the Notice to be sent to all Class Members as specified in this Settlement
28 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this

1 Settlement Agreement, which sets forth the terms of this Settlement and will include the
2 proposed Notice.

3 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
4 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
5 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
6 be conducted to determine the Final Approval of the Settlement Agreement along with the
7 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees
8 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for
9 PAGA penalties; and (v) all Settlement Administration Expenses. Class Counsel will be
10 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
11 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
12 Approval/Settlement Fairness Hearing.

13 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
14 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
15 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
16 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a
17 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,
18 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
19 interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement
20 administration matters, and (iii) such post-Judgment matters as may be appropriate under court
21 rules or as set forth in this Settlement Agreement.

22 61. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
23 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
24 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
25 integral part of the Settlement.

26 62. Entire Agreement. This Settlement Agreement and any attached Exhibits
27 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
28 written or oral agreements may be deemed binding on the Parties. The Parties expressly

1 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
2 1856(a), which provide that a written agreement is to be construed according to its terms and
3 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
4 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
5 this Agreement.

6 63. Amendment or Modification. This Settlement Agreement may be amended or
7 modified only by a written instrument signed by counsel for all Parties or their successors-in-
8 interest.

9 64. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
10 warrant and represent they are expressly authorized by the Parties whom they represent to
11 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
12 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
13 execute any other documents required to effectuate the terms of this Settlement Agreement.
14 The Parties and their counsel will cooperate with each other and use their best efforts to affect
15 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
16 or content of any document needed to implement the Settlement Agreement, or on any
17 supplemental provisions that may become necessary to effectuate the terms of this Settlement
18 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

19 65. Binding on Successors and Assigns. This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
21 Agreement, as previously defined.

22 66. Execution and Counterparts. This Settlement Agreement is subject only to the
23 execution of all Parties. However, the Settlement Agreement may be executed in one or more
24 counterparts. All executed counterparts and each of them, including facsimile, scanned copies
25 of the signature page, and electronic signature will be deemed to be one and the same
26 instrument provided that counsel for the Parties will exchange among themselves original
27 signed counterparts.

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1 67. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
2 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
3 and have arrived at this Settlement Agreement after arm's-length negotiations and in the
4 context of adversarial litigation, taking into account all relevant factors, present and potential.
5 The Parties further acknowledge that they are each represented by competent counsel and that
6 they have had an opportunity to consult with their counsel regarding the fairness and
7 reasonableness of this Settlement Agreement.

8 68. Invalidity of Any Provision. Before declaring any provision of this Settlement
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
10 extent possible consistent with applicable precedents so as to define all provisions of this
11 Settlement Agreement valid and enforceable.

12 69. Captions. The captions and section numbers in this Agreement are inserted for
13 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
14 the provisions of this Agreement.

15 70. Waiver. No waiver of any condition or covenant contained in this Agreement or
16 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
17 constitute a further waiver by such party of the same or any other condition, covenant, right or
18 remedy.

19 71. Enforcement Actions. In the event that one or more of the Parties institutes any
20 legal action or other proceeding against any other Party to enforce the provisions of this
21 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
22 the successful Party will be entitled to recover from the unsuccessful Party reasonable
23 attorneys' fees and costs, including expert witness fees incurred in connection with any
24 enforcement actions.

25 72. Mutual Preparation. The Parties have had a full opportunity to negotiate the
26 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
27 will not be construed more strictly against one party than another merely by virtue of the fact
28 that it may have been prepared by counsel for one of the Parties, it being recognized that,

1 because of the arms-length negotiations between the Parties, all Parties have contributed to the
2 preparation of this Agreement.

3 73. Representation By Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this
5 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
6 and advice of counsel.

7 74. All Terms Subject to Final Court Approval. All amounts and procedures
8 described in this Settlement Agreement will be subject to final Court approval.

9 75. Cooperation and Execution of Necessary Documents. All Parties will cooperate
10 in good faith and execute all documents to the extent reasonably necessary to effectuate the
11 terms of this Settlement Agreement.

12 76. Binding Agreement. The Parties warrant that they understand and have full
13 authority to enter into this Agreement, and further intend that this Agreement will be fully
14 enforceable and binding on all Parties and agree that it will be admissible and subject to
15 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
16 provisions that otherwise might apply under federal or state law.

17 77. No Admission of Liability. Nothing contained in this Settlement Agreement shall
18 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
19 part of Defendants. Each of the Parties has entered into this Settlement Agreement with the
20 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
21 and to fully and forever buy their respective peace. This Settlement Agreement shall be
22 inadmissible in evidence in any action or proceeding, by any party, except an action or
23 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
24 terms.

25 78. Disputes. Any dispute between the Parties concerning the interpretation or
26 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
27 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
28 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Jeffrey

1 Ross, Esq. for mediation before being submitted to the Court, unless the Parties agree
2 otherwise.

3 79. Applicable Law. All terms and conditions of this Stipulation and its exhibits will
4 be governed by and interpreted according to the laws of the State of California, without giving
5 effect to any conflict of law or choice of law principles.

6 SIGNATURES

7 READ CAREFULLY BEFORE SIGNING

8 PLAINTIFF

9 Dated: 3-13-2023

Adela Calderon

Adela Calderon

11 DEFENDANT

12 Dated: _____

13 Nova Transportation Services, Inc.

14 By: _____

15 Its: _____

16 DEFENDANT

17 Dated: _____

18 H. Rauvel, Inc. dba Nova Container Freight
19 Station

20 By: _____

21 Its: _____

22 DEFENDANT

23 Dated: _____

24 BaronHR West, Inc.

25 By: _____

26 Its: _____

1 Ross, Esq. for mediation before being submitted to the Court, unless the Parties agree
2 otherwise.

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7 READ CAREFULLY BEFORE SIGNING

8 PLAINTIFF

9 Dated: _____

10 Adela Calderon

11 DEFENDANT

12 Dated: 3/13/2023

13 
14 Nova Transportation Services, Inc.

15 CHRIS CASH

16 By:

17 Its:

18 DEFENDANT

19 Dated: 3/13/2023

20 
21 H. Rauvel, Inc. dba Nova Container Freight
22 Station

23 CHRIS CASH

24 By:

25 Its:

26 DEFENDANT

27 Dated: _____

28 BaronHR West, Inc.

By:

Its:

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8 PLAINTIFF

9 Dated: _____

10 Adela Calderon

11 DEFENDANT

12 Dated: 3/13/2023

13 
14 Nova Transportation Services, Inc.

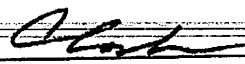
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17 Its:

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19 Dated: 3/13/2023

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22 Station

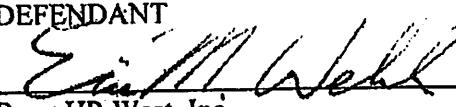
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25 Its:

26 DEFENDANT

27 Dated: 5/11/2023

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BaronHR West, Inc.

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Its:

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Dated: 3.23.23

DEFENDANT
Andrew Herrera
DRE Workforce, Inc.
Andrew Herrera
By:
Its:

APPROVED AS TO FORM

Dated: _____, 2023

THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
ADELA CALDERON, on behalf of herself
and all others similarly situated

Dated: _____, 2023

LEWIS BRISBOIS BISGAARD & SMITH
LLP

By: _____
Jeffrey S. Ranen
Aashish Bhargava

Attorneys for Defendants
NOVA TRANSPORTATION SERVICES,
INC., H. RAUVEL, INC. dba NOVA
CONTAINER FREIGHT STATION

Dated: _____, 2023

THE BARONHR

By: _____
Eric M. Welch

Attorneys for Defendant
BaronHR West, Inc.

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DEFENDANT

Dated: _____

DRE Workforce, Inc.

By:
Its:

APPROVED AS TO FORM

Dated: 3/14, 2023

THE NOURMAND LAW FIRM, APC

By: 

Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
ADELA CALDERON, on behalf of herself
and all others similarly situated

Dated: _____, 2023

LEWIS BRISBOIS BISGAARD & SMITH
LLP

By: _____
Jeffrey S. Ranen
Aashish Bhargava

Attorneys for Defendants
NOVA TRANSPORTATION SERVICES,
INC., H. RAUVEL, INC. dba NOVA
CONTAINER FREIGHT STATION

Dated: _____, 2023

THE BARONHR

By: _____
Eric M. Welch

Attorneys for Defendant
BaronHR West, Inc.

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DEFENDANT

Dated: _____

DRE Workforce, Inc.

By: _____

Its: _____

APPROVED AS TO FORM

Dated: _____, 2023

THE NOURMAND LAW FIRM, APC

By: _____

Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
ADELA CALDERON, on behalf of herself
and all others similarly situated

Dated: March 15, 2023

LEWIS BRISBOIS BISGAARD & SMITH
LLP

By: _____


Jeffrey S. Ranen
Aashish Bhargava

Attorneys for Defendants
NOVA TRANSPORTATION SERVICES,
INC., H. RAUVEL, INC. dba NOVA
CONTAINER FREIGHT STATION

Dated: _____, 2023

THE BARONHR

By: _____

Eric M. Welch

Attorneys for Defendant
BaronHR West, Inc.

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DEFENDANT

Dated: _____

DRE Workforce, Inc.

By:
Its:

APPROVED AS TO FORM

Dated: _____, 2023

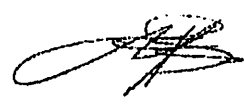
THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
ADELA CALDERON, on behalf of herself
and all others similarly situated

Dated: March 15 2023

LEWIS BRISBOIS BISGAARD & SMITH
LLP

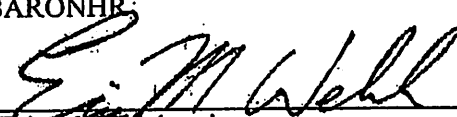
By: 

Jeffrey S. Ranen
Aashish Bhargava

Attorneys for Defendants
NOVA TRANSPORTATION SERVICES,
INC., H. RAUVEL, INC. dba NOVA
CONTAINER FREIGHT STATION

Dated: May 1st, 2023

THE BARONHR

By: 

Eric M. Welch

Attorneys for Defendant
BaronHR West, Inc.

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Dated: March 23, 2023

LITTLER MENDELSON, PC.

By: Jamie Y. Lee
Jamie Y. Lee

Attorneys for Defendant
DRE WORKFORCE, INC.