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5 Attorneys for Plaintiffs,
ADELA CALDERON, EDITH HERNANDEZ and
6 ANGELICA HERNANDEZ on behalf of themselves
7 and all others similarly situated

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
10

11 ADELA CALDERON, EDITH HERNANDEZ
and ANGELICA HERNANDEZ on behalf of
12 themselves and all other similarly situated,

13 Plaintiffs,

14 v.

15 NOVA TRANSPORTATION SERVICES,
INC., a California corporation; BARONHR
16 WEST, INC., a Delaware corporation; DRE
WORKFORCE, INC., a California
17 corporation; H. RAUVEL, INC., a California
corporation dba NOVA CONTAINER
18 FREIGHT STATION; and DOES 1 through
19 100, Inclusive

20 Defendants.
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CASE NO.: 20STCV35664

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

**REVISED 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, Edith Hernandez and Angelica
4 Hernandez ("Plaintiffs"), individually and on behalf of all others similarly situated, and Nova
5 Transportation Services, Inc., H. Rauvel, Inc. dba Nova Container Freight Station ("Nova"),
6 BaronHR West, Inc. ("Baron"), and DRE Workforce, Inc. ("DRE") (Nova, Baron, and DRE
7 collectively will be referred to as "Defendants") (Defendants and Plaintiffs collectively will be
8 referred to as "Parties"), and is subject to the terms and conditions below, and to the Court's
9 approval. The Parties expressly acknowledge that this Settlement Agreement is entered into
10 solely for the purpose of compromising significantly disputed claims and that nothing in this
11 Settlement Agreement is an admission of liability or wrongdoing by Defendants. If for any
12 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties
13 will be returned to their respective positions immediately prior to and as if they had never
14 executed this Settlement 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, et al. v. Nova Transportation Services, Inc., et*
19 *al.*, 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 Plaintiffs 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 Plaintiffs in exchange for executing a general
20 release and in recognition of her efforts in prosecuting the Action on behalf of Class Members.
21 Plaintiff, Adela Calderon will request up to Ten Thousand Dollars and plaintiffs, Edith
22 Hernandez and Angelica Hernandez will request up to Five Thousand Dollars each for a total
23 Class Representative Enhancement Payment of Twenty Thousand Dollars ("20,000) and
24 Defendants will not oppose Plaintiffs application to the court for Class Representative
25 Enhancement Payment for their willingness to serve as Class Representative.

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

1 9. “Effective Date” means the date when the Final Approval Order becomes final
2 and Defendants fully fund the Gross Settlement Amount and respective employer’s share of
3 payroll taxes. For purposes of this Paragraph, the Final Approval Order “becomes final” upon
4 the last to occur of the following: (a) if there are no objections to the Settlement, the date the
5 Court enters an order granting final approval of the Settlement; or (b) if there are objections to
6 the Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order,
7 the day after the time period to appeal the Settlement has expired, i.e., 60 days from the date the
8 Court enters an order granting final approval of the Settlement.

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

23 11. “Individual Settlement Payment” means each Participating Class Member’s
24 share of the Net Settlement Amount, to be distributed to Plaintiffs and Class Members who do
25 not request exclusion from the settlement.

26 12. “Net Settlement Amount” means the maximum amount available for distribution
27 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
28

Enhancement Payment, Settlement Administration Expenses, and \$15,000 as PAGA penalties from the Gross Settlement Amount.

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

14. "Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

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

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

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

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

19. "Participating Class Members" means all Class Members who do not submit valid Requests for Exclusion.

1 20. "Preliminary Approval" means the Court order granting preliminary approval of
2 the Settlement Agreement.

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

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

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

26 24. "Request for Exclusion" means a timely letter submitted by a Class Member
27 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
28 set forth the name, address, telephone number and last four digits of the Social Security

1 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
2 returned by mail or fax to the Settlement Administrator at the specified address or fax number
3 indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in
4 the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

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

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

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

1 Parties. The Settlement Administration Expenses are currently estimated to be not more than
2 Thirteen Thousand Five Hundred Dollars (\$13,500).

3 TERMS OF AGREEMENT

4 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
5 follows:

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

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

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

27 30. Class Counsel Fees and Costs. Defendants agree not to oppose or impede any
28 application or motion by Class Counsel for Class Counsel Fees in the amount of up to Two

1 Hundred Fourteen Thousand Dollars Three Hundred Forty-Four Dollars and Eighty-Three
2 Cents (\$214,344.83), plus the reimbursement of the actual costs and expenses associated with
3 Class Counsel's litigation and settlement of the Action, not to exceed Twenty-Five Thousand
4 Dollars (\$25,000).

5 31. Class Representative Enhancement Payment. In exchange for named Plaintiffs'
6 executing a general release, and in recognition of their efforts in prosecuting the Action on
7 behalf of Class Members, Defendants agree not to oppose or impede any application or motion
8 for a Class Representative Enhancement Payment of up to Twenty Thousand Dollars (\$20,000)
9 as follows Ten Thousand Dollars (\$10,000) to plaintiff, Adela Calderon and Five Thousand
10 Dollars (\$5,000) each to plaintiffs, Edith Hernandez and Angelica Hernandez. The Class
11 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount,
12 will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement.
13 Plaintiffs will be solely and legally responsible to pay any and all applicable taxes, penalties
14 and interest on the payment made pursuant to this paragraph and will hold Defendants harmless
15 from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

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

Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Settlement Administration Expenses will be paid from the Gross Settlement Amount.

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

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

NET SETTLEMENT AMOUNT	X	Participating Class Member's Workweeks/Pay Periods
Total number of Workweeks/Pay Periods for all Class Members		

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

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

Periods during PAGA
Period

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

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

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

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

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

6
7 38. Notice by First-Class U.S. Mail. Within five (5) calendar days after receiving
8 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
9 Members via regular First-Class U.S. Mail.

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

22 40. Notice. All Class Members will be mailed the Notice. The Notice will provide:
23 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal
24 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks/pay
25 periods worked during the Class Period, (5) each Class Member's estimated Individual
26 Settlement Payment; (6) the dates which comprise the Class Period, (7) instructions on how to
27 submit valid Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by
28 which the Class Member must fax or postmark Request for Exclusions, submit objections to the

1 Settlement or dispute workweeks, and (9) the claims to be released, as set forth in this
2 Settlement Agreement.

3 41. Request for Exclusion Procedures. Any Class Member wishing to opt out from
4 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
5 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the
6 return mailing envelope will be the exclusive means to determine whether a Request for
7 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
8 they will not solicit or encourage Class Members to opt-out or object to this Settlement
9 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
10 Members are bound by the Court's resolution of that claim. Class Members who are also
11 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-
12 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA
13 Group Members.

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

22 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
23 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
24 timely and valid Request for Exclusion will be bound by all of its terms, including those
25 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
26 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it
27 grants final approval to the Settlement. If the Court approves the compromise of the PAGA
28 claim, Class Members who are also PAGA Group Members submitting a request for exclusion

1 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
2 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

3 44. Objection Procedures. To object to the Settlement Agreement, a Class Member
4 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
5 Settlement Administrator by the Response Deadline. The Settlement Administrator will notify
6 counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the
7 Court. The Notice of Objection must be signed by the Class Member and contain all
8 information required by this Settlement Agreement. The postmark date of the mailing will be
9 deemed the exclusive means for determining that the Notice of Objection is timely. Class
10 Members who wish to object will have a right to appear at the Final Approval Hearing, with or
11 without counsel at his/her own expense, in order to have their objections heard by the Court. At
12 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
13 Members to submit written objections to the Settlement Agreement or appeal from the Final
14 Approval Order and Judgment.

15 45. Certification Reports Regarding Individual Settlement Payment Calculations.
16 The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly
17 report which certifies: (i) the number of Class Members who have submitted valid Request for
18 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.
19 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
20 reports regarding the administration of the Settlement Agreement as needed or requested.

21 46. Timing of Distribution of Individual Settlement Payments. Within three (3)
22 calendar days of Defendants depositing the Gross Settlement Amount as set forth above, the
23 Settlement Administrator will issue payments to (1) Participating Class Members and PAGA
24 Group Members; (2) Plaintiffs; (3) Class Counsel; and payment to LWDA. The Settlement
25 Administrator will also issue a payment to itself for Court-approved services performed in
26 connection with the settlement.

27 47. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
28 paid to participating Class Members and PAGA Group Members will be valid for 180 days.

1 Participating Class Members and PAGA Group Members will have one hundred eighty (180)
2 calendar days from the date of issuance of the check to cash their check. For any check not
3 cashed after 180 calendar days, the Settlement Administrator will send the amount represented
4 by the check to the California State Controller Unclaimed Property, with the identity of the
5 Participating Class Member and PAGA Group Member to whom the funds belong, to be held
6 for the participating Class Member and PAGA Group Member per California Unclaimed
7 Property Law, in the interest of justice. The money paid to the California State Controller
8 Unclaimed Property will remain the Participating Class Member and PAGA Group Member's
9 property. This will allow Participating Class Members and PAGA Group Member who did not
10 cash their checks to collect their Individual Settlement Amounts at any time in the future.
11 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and
12 the California Code of Civil Procedure section 384 shall not apply. The funds will be held by
13 the State until claimed by the employee and the uncashed check never ceases to be the
14 employee's property.

15 48. Increase in Workweeks/Pay Periods. Nova confirmed that there are 2,285 total
16 pay periods during the Class Period and PAGA Period. DRE confirmed that there are 27,198
17 total pay periods during the Class Period and PAGA Period. Baron confirmed that there are
18 1,897 total pay periods during the Class Period and PAGA Period. If the total number of pay
19 periods is more than five percent (5%) of these figures, Defendants agree to, at their option, (i)
20 increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 5% increase
21 in the total number of pay periods worked, Defendants would agree to increase the Gross
22 Settlement Amount for those pay periods above 5%) or (ii) close the Class Period and PAGA
23 Period as of the date the total pay periods is less than the amount above 5%.

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

27 50. Treatment of Individual Settlement Payments. All Individual Settlement
28 Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rate share of

1 the \$5,000 allocated for PAGA penalties shall be allocated as penalties; 20% of each Individual
2 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 80%
3 will be allocated to the settlement of claims for interest and statutory penalties. The portion
4 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2
5 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the
6 Settlement Administrator.

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

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

18 53. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
19 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
21 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
23 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
24 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
25 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
26 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
27 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
28 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT

1 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN

2 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS

3 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR

4 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED

5 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR

6 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

7 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR

8 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE

9 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES

10 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

11 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR

12 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION

13 CONTEMPLATED BY THIS AGREEMENT.

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

15 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

16 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,

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

18 55. Release by Plaintiffs. Upon the date the Court enters an order granting final

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

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

21 Members, Plaintiffs will provide the following additional general release ("General Release"):

22 Plaintiffs, on their own behalf and on behalf of their heirs, spouses, executors, administrators,

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

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

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

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

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

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

1 unknown claims Plaintiffs do not know or suspect to exist in their favor at the time of this
2 General Release, which, if known by them, might have affected their settlement with, and
3 release of, the Released Parties or might have affected their decision not to object to this
4 Settlement or this Release. To the extent the foregoing releases are releases to which Section
5 1542 of the California Civil Code or similar provisions of other applicable law may apply,
6 Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions
7 of Section 1542 of the California Civil Code or similar provisions of applicable law which are
8 as follows:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
10 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
11 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
12 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
13 OR HER SETTLEMENT WITH THE DEBTOR.

14 The significance of this release and waiver of Civil Code Section 1542 has been explained to
15 Plaintiffs by their counsel. Release by Plaintiffs expressly excludes any claims for workers
16 compensation against Defendants.

17 56. Neutral Reference. Defendants agree that they will only provide a neutral
18 reference for Plaintiffs should any prospective employers or anyone contact them regarding
19 Plaintiffs' employment. Defendants shall only provide the dates of employment and Plaintiffs'
20 last job title held with Defendants.

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

1 58. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
2 to request the Preliminary Approval of the Settlement Agreement, and the entry of a
3 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
4 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and
5 (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
6 Order will provide for the Notice to be sent to all Class Members as specified in this Settlement
7 Agreement. In conjunction with the Preliminary Approval motion, Plaintiffs will submit this
8 Settlement Agreement, which sets forth the terms of this Settlement and will include the
9 proposed Notice.

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

20 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
21 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
22 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
23 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a
24 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,
25 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
26 interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement
27 administration matters, and (iii) such post- Judgment matters as may be appropriate under court
28 rules or as set forth in this Settlement Agreement.

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

5 62. Entire Agreement. This Settlement Agreement and any attached Exhibits
6 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
7 written or oral agreements may be deemed binding on the Parties. The Parties expressly
8 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
9 1856(a), which provide that a written agreement is to be construed according to its terms and
10 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
11 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
12 this Agreement.

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

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

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

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

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

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

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

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

25 71. Enforcement Actions. In the event that one or more of the Parties institutes any
26 legal action or other proceeding against any other Party to enforce the provisions of this
27 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
28 the successful Party will be entitled to recover from the unsuccessful Party reasonable

1 attorneys' fees and costs, including expert witness fees incurred in connection with any
2 enforcement actions.

3 72. Mutual Preparation. The Parties have had a full opportunity to negotiate the
4 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
5 will not be construed more strictly against one party than another merely by virtue of the fact
6 that it may have been prepared by counsel for one of the Parties, it being recognized that,
7 because of the arms-length negotiations between the Parties, all Parties have contributed to the
8 preparation of this Agreement.

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

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

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

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

23 77. No Admission of Liability. Nothing contained in this Settlement Agreement shall
24 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
25 part of Defendants. Each of the Parties has entered into this Settlement Agreement with the
26 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
27 and to fully and forever buy their respective peace. This Settlement Agreement shall be
28 inadmissible in evidence in any action or proceeding, by any party, except an action or

1 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
2 terms.

3 78. Disputes. Any dispute between the Parties concerning the interpretation or
4 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
5 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
6 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Jeffrey
7 Ross, Esq. for mediation before being submitted to the Court, unless the Parties agree
8 otherwise.

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

12 SIGNATURES

13 READ CAREFULLY BEFORE SIGNING

14 PLAINTIFF

15 Dated: 7-21-2023

16 Adela Calderon
Adela Calderon

17 PLAINTIFF

18 Dated: _____

19 Edith Hernandez

20 PLAINTIFF

21 Dated: _____

22 Angelica Hernandez

23 DEFENDANT

24 Dated: _____

25 Nova Transportation Services, Inc.

26 By: _____

27 Its: _____

1 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
2 terms.

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11 effect to any conflict of law or choice of law principles.

12 SIGNATURES

13 READ CAREFULLY BEFORE SIGNING

14 PLAINTIFF

15 Dated: _____

16 Adela Calderon

17 PLAINTIFF

18 Dated: 07/20/2023

19 

20 Edith Hernandez

21 PLAINTIFF

22 Dated: _____

23 Angelica Hernandez

24 DEFENDANT

25 Dated: _____

26 Nova Transportation Services, Inc.

27 By: _____

28 Its: _____

1 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
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13 READ CAREFULLY BEFORE SIGNING

14 PLAINTIFF

15 Dated: _____

16 Adela Calderon

17 PLAINTIFF

18 Dated: _____

19 Edith Hernandez

20 PLAINTIFF

21 Dated: 07/20/2023

22 Angelica Hernandez

23 DEFENDANT

24 Dated: _____

25 Nova Transportation Services, Inc.

26 By: _____

27 Its: _____

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Adela Calderon

PLAINTIFF

Dated: _____

Edith Hernandez

PLAINTIFF

Dated: _____

Angelica Hernandez

DEFENDANT

Dated: 7/31/2023

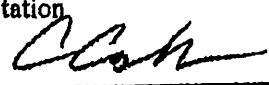
Nova Transportation Services, Inc.

By: CHRIS CASH
Its: PRESIDENT

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Dated: 7/31/2023

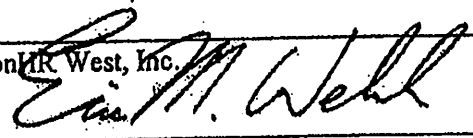
DEFENDANT

H. Rauvel, Inc. dba Nova Container Freight
Station


By: CHRIS OASH
Its: PRESIDENT

DEFENDANT

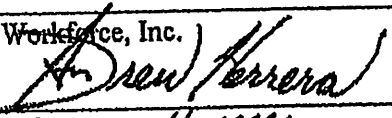
Dated: 8/22/2023

Baron West, Inc.


By: Eric M. Welch
Its: President of Legal Affairs

DEFENDANT

Dated: 8-4-2023

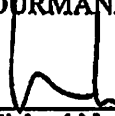
DRE Workforce, Inc.


By: Andrew Herrera
Its: CEO

APPROVED AS TO FORM

Dated: 7/21, 2023

THE NOURMAND LAW FIRM, APC

By: 

Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs
ADELA CALDERON, EDITH HERNANDEZ
and ANGELICA HERNANDEZ, on behalf of
themselves and all others similarly situated

Dated: _____, 2023

DAUGHERTY LORDAN LLP

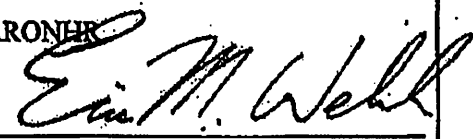
By: _____

Aashish Bhargava
Carla Espinoza

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

Dated: August 22, 2023

THE BARONER

By: 

Eric M. Welch

Attorneys for Defendant
BaronHR West, Inc.

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APPROVED AS TO FORM

Dated: _____, 2023

THE NOURMAND LAW FIRM, APC

By: _____

Michael Nourmand
James A. De Sario

Attorneys for Plaintiffs
ADELA CALDERON, EDITH HERNANDEZ
and ANGELICA HERNANDEZ, on behalf of
themselves and all others similarly situated

Dated: _____, 2023

DAUGHERTY LORDAN LLP

By: _____

Aashish Bhargava
Carla Espinoza

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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Dated: August 7, 2023

LITTLER MENDELSON, PC.

By: *Jamie Y. Lee*
Jamie Y. Lee

Attorneys for Defendant
DRE WORKFORCE, INC.