

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Javier Hernandez (“Plaintiff”) and Defendants Nova Transportation Services, Inc. (“NTSI”), H. Rauvel, Inc. (“H. Rauvel”) (NTSI and H. Rauvel are hereinafter collectively referred to as “Nova”), and PriorityWorkforce, Inc. (“Priority”) (Nova and Priority are hereinafter collectively referred to as “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants, captioned *Javier Hernandez v. Nova Transportation*, initiated on June 27, 2025, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV18910.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class”, “Class Members”, and “Class Member” means:
 - 1.4.1 All of Nova’s current and former non-exempt employees who worked at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California, at any time during the period beginning on June 29, 2022, to and including May 31, 2026 (referred to collectively as “Nova Sub-Class Members” or “Nova Sub-Class”) and
 - 1.4.2 All of Priority’s current and former hourly non-exempt workers who were assigned to work at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California at any time during the period beginning on December 18, 2023 to and including May 31, 2026 (referred to collectively as “Priority Sub-Class Members” or “Priority Sub-Class”).
 - 1.4.3 “Class”, “Class Members”, and “Class Member” includes Participating Class Members and Non-Participating Class Members (including a Non-Participating Class Member who qualifies as a Priority PAGA Group Member or Nova PAGA Group Member).
- 1.5 “Nova Sub-Class Members” includes a member of the Nova Sub-Class, as either a Participating Nova Sub-Class Member or Non-Participating Nova Sub-Class Member

(including a Non-Participating Nova Sub-Class Member who qualifies as a Nova PAGA Group Member) within the Nova Sub-Class.

1.6 “Priority Sub-Class Members” includes a member of the Priority Sub-Class, as either a Participating Priority Sub-Class Member or Non-Participating Priority Sub-Class Member (including a Non-Participating Priority Sub-Class Member who qualifies as a Priority PAGA Group Member) within the Priority Sub-Class.

1.7 “PAGA Group Members” or “PAGA Group Member” means:

1.7.1 All of Nova’s current and former non-exempt employees who worked at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California at any time during the period beginning on June 27, 2024 to and including May 31, 2026 (referred to collectively as “Nova PAGA Group Members” and in the singular as “Nova PAGA Group Member”) and

1.7.2 All of Priority’s current and former hourly non-exempt workers who were assigned to work at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California at any time during the period beginning on June 27, 2024 to and including May 31, 2026 (referred to collectively as “Priority PAGA Group Members” and in the singular as “Priority PAGA Group Member”).

1.8 “Participating Nova Sub-Class Member” means a Nova Sub-Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.9 “Participating Priority Sub-Class Member” means a Priority Sub-Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.10 Participating Priority Sub-Class Member and Participating Nova Sub-Class Member are collectively referred to as “Participating Class Members”.

1.11 “Non-Participating Priority Sub-Class Member” means any Priority Sub-Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely written Request for Exclusion.

1.12 “Non-Participating Nova Sub-Class Member” means any Nova Sub-Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely written Request for Exclusion.

1.13 “Class Counsel” means Aegis Law Firm, PC.

1.14 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.15 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of workweeks in the Nova Class Period and Priority Class Period, and number of Nova Pay Periods and/or Priority Pay Periods in the Nova PAGA Period and/or the Priority PAGA Period.
- 1.16 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.17 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.18 “Nova Class Period” is the period beginning on June 29, 2022 and to and including May 31, 2026; and
- 1.19 “Priority Class Period” is the period beginning on December 18, 2023 to and including May 31, 2026.
- 1.20 “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court Approval to serve as a Class Representative.
- 1.21 “Court” means the Superior Court of California, County of Los Angeles.
- 1.22 “Court Approval” means preliminary or final approval of the Settlement.
- 1.23 “Defendants” collectively means Defendants Nova Transportation Services, Inc. (“NTSI”), H. Rauvel, Inc. (“H. Rauvel”) (NTSI and H. Rauvel are hereinafter collectively referred to as “Nova”), and PriorityWorkforce, Inc. (“Priority”) (Nova and Priority are hereinafter collectively referred to as “Defendants”).
- 1.24 “Defense Counsel” means Guillermo Tello, Monique Eginli, and Emma Erickson-Kery of Clark Hill LLP.
- 1.25 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. No money will be distributed prior to the Effective Date.

- 1.26 “Enhancement Award” means the distribution to Plaintiff as the named Class Representative for the Settlement. The amount of the Enhancement Award will not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff.
- 1.27 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.28 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.29 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.30 “Gross Settlement Amount” also shortened to “GSA” means One-Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Enhancement Award and the Administrator’s Expenses.
- 1.31 “Individual Class Payment” “Individual Class Payments” or “Class Member Share” means the Participating Nova Sub-Class Member or Participating Priority Sub-Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Nova Class Period or the Priority Class Period, respectively.
- 1.32 “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of Pay Periods worked during the Nova PAGA Period or the Priority PAGA Period.
- 1.33 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.34 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.35 “LWDA PAGA Payment” means the sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.36 “Net Settlement Amount” means the Gross Settlement Amount, less Court-approved administration costs (including the cost of the claims administrator), attorneys’ fees and costs awarded by the Court to Class Counsel, deduction of PAGA Penalties paid directly to the LWDA, and the Enhancement Award. Each Class Member who fails to opt out will be entitled, provisionally, to a share or shares of the Net Settlement Amount, which shall be a fixed proportional amount of the Net Settlement Amount per workweek (a “Class Member Share”).

- 1.37 “Operative Complaint” means the First Amended Class Action Complaint filed with the Court on October 9, 2025.
- 1.38 “Nova Pay Period” means any Pay Period during which a Nova PAGA Group Member worked for Nova for at least one (1) day during the Nova PAGA Period; and
- 1.39 “Priority Pay Period” means any Pay Period during which a Priority PAGA Group Member was staffed by Priority at Nova for at least one (1) day during the Priority PAGA Period.
- 1.40 “Nova PAGA Period” is the period beginning on June 27, 2024 to and including May 31, 2026; and
- 1.41 “Priority PAGA Period” is the period beginning on June 27, 2024 to and including May 31, 2026.
- 1.42 Nova Pay Period and Priority Pay Period are collectively referred to as “Pay Period(s)”.
- 1.43 “PAGA” means the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).
- 1.44 “PAGA Notices” means Plaintiff’s June 27, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.45 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Priority PAGA Group Members and Nova PAGA Group Members (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA claims.
- 1.46 “Plaintiff” means Javier Hernandez, the named plaintiff in the Action.
- 1.47 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.48 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.49 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.50 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

- 1.51 “Released Parties” means: Defendants and any and all of their respective parents, predecessors, subsidiaries, affiliates, predecessors, successors, related entities, assigns, and agents, and each of their former and present directors, officers, shareholders, owners, members, employees, attorneys, and insurers.
- 1.52 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.53 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Priority PAGA Group Members and Nova PAGA Group Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her objection to the Settlement, or (c) fax, email, or mail challenges to Workweeks and/or Nova Pay Periods or Priority Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to submit a Request for Exclusion from the Settlement, an objection to the Settlement, or challenge Workweeks and/or Nova Pay Periods or Priority Pay Periods.
- 1.54 “Settlement” or “Class Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.55 “Workweek” or “Workweeks” means any week during which a Class Member worked for at least one (1) day, during the Nova Class Period and/or the Priority Class Period.

2. RECITALS.

- 2.1 On June 27, 2025, Plaintiff commenced a Class Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay All Wages Due Upon Separation of Employment; and (8) Violation of Business and Professions Code §§ 17200, *et seq.* On October 9, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for penalties under PAGA. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.3 On March 26, 2026, the Parties participated in an all-day mediation presided over by Lonnie Giamela, Esq., which led to this Agreement to settle the Action.

- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, approximately a twenty percent (20%) sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").
- 2.5 The Court has not granted class certification. The Parties engaged in mediation before any class certification motion.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants will pay One-Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be separately paid to the Administrator. Within five (5) calendar days of the Effective Date, the Administrator will provide Defendants with a calculation of the amount of employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Nova Sub-Class Members, Participating Priority Sub-Class Members, Priority PAGA Group Members, or Nova PAGA Group Members to submit any claim as a condition of payment. This Settlement is non-reversionary. Payment of the Gross Settlement Amount is contingent upon the Court granting final approval of the class action and PAGA settlement. Payment of the Gross Settlement Amount by Defendants pursuant to this Agreement will settle Plaintiff's Release, Released Class Claims, and the Released PAGA Claims, of and for the benefit of the Released Parties, as well as for all terms set forth in the Agreement, all settlement funds, attorneys' fees and costs, claims administrator fees and costs, the Enhancement Award for the Class Representative as described herein, and PAGA penalties to be paid to the LWDA and the Nova PAGA Members and Priority PAGA Members.
- 3.1.1 Nova shall be responsible for \$40,000.00 of the Gross Settlement Amount, plus any employer-side payroll taxes applicable to this \$40,000.00; and
- 3.1.2 Priority shall be responsible for \$145,000.00 of the Gross Settlement Amount, plus any employer-side payroll taxes applicable to this \$145,000.00.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To Plaintiff: Enhancement Award to the Class Representative of not more than Seven-Thousand and Five-Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Nova Sub-Class Member or Participating Priority Sub-Class Member). Defendants will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be approximately \$61,666.67, and a Class Counsel Litigation Expenses Payment for reimbursement of actual expenses incurred, which is currently estimated not to exceed \$20,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,950, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Nova Sub-Class Member or Participating Priority Sub-Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Nova Sub-Class Members and Participating Priority Sub-Class Members during the Nova Class Period or Priority Class Period and (b) multiplying the result by each Participating Nova Sub-Class Member or Participating Priority Sub-Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Nova Sub-Class Member or Participating Priority Sub-Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The eighty percent (80%) of each Participating Nova Sub-Class Member or Participating Priority Sub-Class Member's Individual Class Payment will be allocated to settlement of claims for interest (forty percent [40%]) and penalties (forty percent [40%]) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Nova Sub-Class Members and Participating Priority Sub-Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Nova Sub-Class and Priority Sub-Class Members on Calculation of Individual Class Payments. Non-Participating Nova Sub-Class Members and Non-Participating Priority Sub-Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Nova Sub-Class Members and Participating Priority Sub-Class Members on a pro rata basis.

3.2.5 To the LWDA and Priority PAGA Group and Nova PAGA Group: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Priority PAGA Group and Nova PAGA Group's 35% share of PAGA Penalties (\$3,500.00) by the total number of Nova Pay Periods or Priority Pay Periods worked by all Priority PAGA Group Members and Nova PAGA Group Members during the Nova PAGA Period and/or Priority PAGA Period and (b) multiplying the result by each Priority PAGA Group Members and Nova PAGA Group Members' Nova Pay Periods or Priority Pay Periods. Priority PAGA Group Members and Nova PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks, Nova Pay Periods, and Priority Pay Periods. Based on a review of Defendants' current records:

4.1.1 Nova estimates that as of June 29, 2022 there are approximately 43 Nova Sub-Class Members who collectively worked a total of approximately 5,402 workweeks from June 29, 2022 to March 26, 2026, and approximately 35 Nova PAGA Group Members who worked a total of approximately 1,275 Nova Pay Periods from June 27, 2024 to March 26, 2026.

4.1.2 Priority estimates that as of March 18, 2026 there are approximately 1,062 Priority Sub-Class Members who collectively worked a total of approximately 20,150 workweeks during the Priority Class Period (until and including March 18, 2026), and approximately 720 Priority PAGA Group Members and approximately 14,803 Priority Pay Periods during the Priority PAGA Period (until and including March 18, 2026).

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet (containing identifying information in Defendants' possession Class Member's name, last-known including the mailing address, Social Security number, and number of workweeks in the Nova Class Period and Priority Class Period, and respective number of Nova Pay Periods or Priority Pay Periods in the Nova PAGA Period or the Priority PAGA Period). To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Nova Sub-Class Members and Participating Priority Sub-Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Priority PAGA Group Members and Nova PAGA Group Members including Non-Participating Class Members who qualify as Priority PAGA Group Members and Nova PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Nova Sub-Class Members and Participating Priority Sub-Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when each Defendant fully funds its portion of the Gross Settlement Amount and funds its portion of payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all of that Defendant's Released Parties as follows:

- 5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising under federal, state, or local law, that occurred during the Nova Class Period and the Priority Class Period, directly or indirectly relating to Plaintiff's assignment at Nova by Priority, including, but not limited to: (1) alleged unpaid wages (including minimum wages, overtime wages, meal break premium wages, and rest break premium wages), claims related to timely payment of wages, alleged unpaid meal and rest break premiums, alleged itemized wage statement penalties, alleged waiting time penalties under the California Labor Code, or relief under Business & Professions Code (including Section 17200 et seq.), and claims for restitution and other equitable relief; unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. (2) all claims for wrongful termination in violation of public policy; (3) any and all claims of discrimination, retaliation, harassment, failure to prevent harassment or discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and all other violations under any local, state or federal law, regulation or ordinance; including, but not limited to: Title VII of the Civil Rights Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act of 1990; the Family and Medical Leave Act; the National Labor Relations Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Fair Employment and Housing Act; Gov. Code §12940 et seq. and the Fair Labor Standards Act; the Rehabilitation Act; Executive Order 11246; Executive Order 11141; the Federal Worker Adjustment and Retraining Notification Act; the California Worker Adjustment and Retraining Notification Act; the California Family Rights Act; the California Industrial Welfare Commission Wage Orders; the California Labor Code (with the exception of claims under the California Workers Compensation Act); (4) all claims for breach of express, oral and implied contract, breach of the covenant of good faith and fair dealing, estoppel, negligence, violation of public policy, negligent and intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contractual relations or prospective economic advantage, defamation, invasion of privacy, libel, slander, fraud, failure to prevent and remedy harassment and retaliation, failure to accommodate; (5) all claims of wrongful termination in violation of public policy; (6) all claims of negligent hiring, supervision, and retention of employee(s); and (7) all civil and statutory penalties of any kind under federal, state, or local law; (8) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and PAGA Notices; (9) all

PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 5.2 below; and (10) claims directly or indirectly relating to Plaintiff's assignment at Nova by Priority ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Nova Class Period and the Priority Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5.2 Release by Participating Nova Sub-Class Members and Participating Priority Sub-Class Members: All Participating Nova Sub-Class Members and Participating Priority Sub-Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from, but not limited to, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, damages, all claims that were alleged, or reasonably could have been alleged, arising out of the same operative facts in the Operative Complaint and PAGA Notices and arising at any point during the Nova Class Period and the Priority Class Period, and arising at any point during the Nova PAGA Period and Priority PAGA Period, including claims for alleged unpaid wages (including minimum wages, straight time wages, overtime wages, sick pay, meal break premium wages, and rest break premium wages), claims related to timely payment of wages, alleged unpaid meal and rest break premiums, alleged unpaid holiday premiums or incentives, alleged failure to provide and permit meal and rest breaks, alleged itemized wage statement penalties, alleged failure to reimburse for business-related expenditures, alleged failure to maintain accurate and complete records, alleged waiting time penalties under the California Labor Code, relief under Business & Professions Code (including Section 17200, *et seq.*) and/or all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations asserted in operative First Amended Complaint and in

Plaintiff's submission letter to the LWDA (Operative Complaint and PAGA Notices), including but not limited to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, and 2802; Business & Professions Code section 17200 *et seq.*; IWC Wage Order sections 3, 4, 11, and 12; and California Code of Civil Procedure section 1021.5 (collectively, the "Released Class Claims"). This release shall further apply to the corresponding PAGA claims arising at any point during the Nova PAGA Period and Priority PAGA Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Nova Sub-Class Members and Participating Priority Sub-Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Nova Class Period and/or the Priority Class Period.

5.3 Release by Priority PAGA Group and Nova PAGA Group: All Priority PAGA Group Members and Nova PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising out of the same operative facts in the Operative Complaint and the PAGA Notices. This includes claims for alleged unpaid wages (including minimum wages, straight time wages, overtime wages, sick pay, meal break premium wages, and rest break premium wages), claims related to timely payment of wages, alleged unpaid meal and rest break premiums, alleged unpaid holiday premiums or incentives, alleged failure to provide and permit meal and rest breaks, alleged itemized wage statement penalties, alleged failure to reimburse for business-related expenditures, alleged failure to maintain accurate and complete records, and alleged waiting time penalties under the California Labor Code. For avoidance of doubt, this PAGA release includes any alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; and Business & Professions Code section 17200 *et seq.*; IWC Wage Order sections 3, 4, 11, and 12; and California Code of Civil Procedure section 1021.5 (collectively, the "Released PAGA Claims"); and unfair business practices that could have been premised on the claims. The PAGA release period encompasses both the Nova PAGA Period and the Priority PAGA Period. The Priority PAGA Group and the Nova PAGA Group do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section

2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel agrees to provide the draft of the motion for preliminary approval of settlement at least ten (10) days in advance of the Class Counsel's deadline to file and serve its motion.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Priority PAGA Group Members, Nova PAGA Group Members, Workweeks, Nova Pay Periods, and Priority Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and Nova Pay Periods or Priority Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than five (5) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Nova Pay Periods or Priority Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or by email, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice

requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Nova Sub-Class Members or Participating Priority Sub-Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Nova Sub-Class Members and Participating Priority Sub-Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Nova Sub-Class Member and/or Participating Priority Sub-Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Nova Sub-Class Member or a Non-Participating Priority Sub-Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Nova Sub-Class Members who are Nova PAGA Group Members or Non-Participating Priority Sub-Class Members who are Priority PAGA Group Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and Nova Pay Periods or Priority Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Nova Pay Periods or Priority Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Nova Pay Periods and/or Priority Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Nova Pay Periods and/or Priority Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Nova Sub-Class Members and Participating Priority Sub-Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Enhancement Award.

7.7.2 Participating Nova Sub-Class Members and Participating Priority Sub-Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Nova Sub-Class Members and Participating Priority Sub-Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Nova Sub-Class Member or Participating Priority Sub-Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Nova Sub-Class Members and Non-Participating Priority Sub-Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion

for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Enhancement Award, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Nova Pay Periods and/or Priority Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Nova Pay Periods and/or Priority Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements

by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1 Based on their current records, Nova estimates that, as of March 26, 2026, (1) there are approximately 43 Nova Class Members and approximately 5,402 total workweeks from June 29, 2022 to March 26, 2026 and (2) there were approximately 35 Nova PAGA Group Members who worked approximately 1,275 Nova Pay Periods from June 27, 2024 to March 26, 2026. To the extent the number of workweeks worked by Nova Sub-Class Members during the Nova Class Period exceeds 5,402 by more than 10% as of May 31, 2026, (i.e., more than an additional 540 workweeks, meaning if the workweeks are more than 5,942 [$10\% \text{ of } 5,402 = 540, 5,402 + 540 = 5,942$]), then Nova will have the option to either (i) increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Nova Class Period, Nova agrees to increase Nova's contribution to the Gross Settlement Amount by 1%); or (ii) elect to end the Nova Class Period on the date that the number of workweeks reaches 5,942. If the Gross Settlement Amount is increased pursuant to this provision, the Class Counsel's attorneys' fees and costs shall be one-third of the increased Gross Settlement Amount. If this escalator clause is triggered, Nova shall promptly inform the Parties of its election to either (i) increase its contribution to the Gross Settlement amount or (ii) end the Nova Class Period earlier, in writing to Class Counsel and the Administrator within five (5) days of notification by the Administrator that this escalator clause was triggered.

8.2 Based on its current records, Priority estimates that, as of March 18, 2026, (1) there are approximately 1,062 Priority Sub-Class Members who collectively worked a total of approximately 20,150 workweeks from December 18, 2023 to March 18, 2026 and (2) there were approximately 720 Priority PAGA Group Members and approximately 14,803 Priority Pay Periods from June 27, 2024 to March 18, 2026. To the extent the number of workweeks worked by Priority Sub-Class Members during the Priority Class Period exceeds 20,150 by more than 10% as of May 31, 2026 (i.e., more than an additional 2,015 workweeks, meaning if the workweeks are more than 22,165 [$10\% \text{ of } 20,150 = 2,015, 2,015 + 20,150 = 22,165$]), then Priority will have the option to either (i) increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Priority Class Period, Priority agrees to increase the Gross Settlement Amount by 1%); or (ii) elect to end the Priority Class Period on the date that the number of workweeks reaches 22,165 [$10\% \text{ of } 20,150 = 2,015, 2,015 + 20,150 = 22,165$]). If the Gross Settlement Amount is increased pursuant to this provision, the Class Counsel's attorneys' fees and costs shall be one-third of the increased Gross Settlement Amount. If this escalator clause is triggered, Priority shall promptly inform the Parties of its election to either (i) increase its contribution to the Gross Settlement amount or (ii) end

the Priority Class Period earlier, in writing to Class Counsel and the Administrator within five (5) days of notification by the Administrator that this escalator clause was triggered.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List is five percent (5%) or more of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from their portion of the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after the expiration of the opt-out period set forth in Section 7.5.1; late elections will have no effect. All signatories and their counsel must not encourage opt-outs. Class Counsel and Defense Counsel specifically agree not to solicit opt-outs, directly or indirectly, through any means.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or by email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Nova Sub-Class Member or Participating Priority Sub-Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members and/or the Priority PAGA Group and/or the Nova PAGA Group), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing

settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Nova Sub-Class Members and Participating Priority Sub-Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure Section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'

willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). If the Court does not grant either preliminary or final approval of this Settlement, then this Agreement will be null and void, and the Parties revert to their previous positions.

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are

unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	To Nova:	To Priority:
Kashif Haque Samuel A. Wong Jessica L. Campbell Julia Toscano AEGIS LAW FIRM, PC 9811 Irvine Center Dr., Ste 100 Irvine, California 92618 jcampbell@aegislawfirm.com jtosciano@aegislawfirm.com	Joshua D. Carlon Paige T. Rivett ATKINSON, ANDELSON, LOYA, RUUD & ROMO 251 South Lake Ave., Ste 360 Pasadena, California 91101 joshua.carlon@aalrr.com paige.rivett@aalrr.com	Guillermo Tello Monique Eginli Emma Erickson-Kery CLARK HILL LLP 555 South Flower St., 24th Floor Los Angeles, CA 90071 gtello@clarkhill.com meginli@clarkhill.com eericksonkery@clarkhill.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

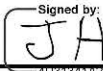
12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Priority PAGA Group and Nova PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: 6/23/2026 | 6:14 PM PDT

By:

Signed by:


Plaintiff JAVIER HERNANDEZ

Dated: _____

By:

Defendants NOVA TRANSPORTATION
SERVICES, INC. and H. RAUVEL, INC.

Dated: _____

By:

Defendant PRIORITYWORKFORCE, INC.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Priority PAGA Group and Nova PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: _____

By: _____

Plaintiff JAVIER HERNANDEZ

Dated: 6/25/26

By: Chris Cash

Defendants NOVA TRANSPORTATION SERVICES, INC. and H. RAUVEL, INC.

Dated: _____

By: _____

Defendant PRIORITYWORKFORCE, INC.

12.21 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Priority PAGA Group and Nova PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

Dated: _____

By: _____

Plaintiff JAVIER HERNANDEZ

Dated: 6/25/26

By: _____

CHRIS CASH

Defendants NOVA TRANSPORTATION
SERVICES, INC. and H. RAUVEL, INC.

Dated: 7/1/2026

By: _____

D. Saxe

Defendant PRIORITYWORKFORCE, INC.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Javier Hernandez v. Nova Transportation Services, Inc., et al.

Superior Court of the State of California, County of Los Angeles, Case No. 25STCV18910

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Nova Transportation Services, Inc., H. Rauvel, Inc. (abbreviated collective name for Nova Transportation Services, Inc. and H. Rauvel, Inc., "Nova," is used herein as a placeholder) and PriorityWorkforce, Inc. (abbreviated name "Priority," is used herein as a placeholder) for alleged wage and hour violations. (Nova and Priority are collectively referred to herein as "Defendants.")

The Action was filed by former worker who was assigned to work at Nova by Priority, Javier Hernandez ("Plaintiff") and seeks payment of back wages and other relief on behalf of the "Class" defined as follows:

- All of Nova's current and former non-exempt employees who worked at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California, at any time during the period beginning on June 29, 2022, to and including May 31, 2026 (referred to collectively as "Nova Sub-Class Members" or "Nova Sub-Class") and
- All of Priority's current and former hourly non-exempt workers who were assigned to work at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California at any time during the period beginning on December 18, 2023 to and including May 31, 2026 (referred to collectively as "Priority Sub-Class Members" or "Priority Sub-Class").

Plaintiff also seeks payment of penalties under the California Private Attorney General Act ("PAGA") on behalf of the PAGA Group Members defined as follows:

- All of Nova's current and former non-exempt employees who worked at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California at any time during the period beginning on June 27, 2024 to and including May 31, 2026 (referred to collectively as "Nova PAGA Group Members" and in the singular as "Nova PAGA Group Member") and
- All of Priority's current and former hourly non-exempt workers who were assigned to work at Nova Transportation Services, Inc. and/or H. Rauvel, Inc. in the State of California at any time during the period beginning on June 27, 2024 to and including May 31, 2026 (referred to collectively as "Priority PAGA Group Members" and in the singular as "Priority PAGA Group Member").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the Nova PAGA Period or the Priority PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked _____ workweeks** during the Nova Class Period or the Priority Class Period and **you worked _____ pay periods** during the Nova PAGA Period or the Priority PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Nova Sub-Class Members, Priority Sub-Class Members, Nova PAGA Group Members, and Priority PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Nova Class Period or the Priority Class Period or the Nova PAGA Period or the Priority PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Nova Sub-Class Member or Participating Priority Sub-Class Member, though, you will give up your right to assert Nova Class Period or Priority Class Period wage claims and Nova PAGA Period and/or Priority PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Nova Class Period or Priority Class Period wage claims against Defendants, and, if you are a Nova PAGA Group Member or Priority PAGA Group Member, remain eligible

for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Nova Sub-Class Member or Participating Priority Sub-Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Nova Sub-Class Member or Non-Participating Priority Sub-Class Member and no longer eligible for an Individual Class Payment. Non-Participating Nova Sub-Class Members and Non-Participating Priority Sub-Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Nova PAGA Group Members and Priority PAGA Group Members, and the Nova PAGA Group Members and Priority PAGA Group Members must give up their rights to pursue Released PAGA Claims.
Participating Nova Sub-Class Members and Participating Priority Sub-Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Nova Sub-Class Members and Priority Sub-Class Members who do not opt-out ("Participating Nova Sub-Class Members" and "Participating Priority Sub-Class Members", respectively) can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Nova Sub-Class Members and Participating Priority Sub-Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Nova Sub-Class Members and Participating Priority Sub-Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/ Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Nova Class Period or the Priority Class Period and how many pay periods you worked at least one day during the Nova PAGA Period or the Priority PAGA Period, respectively. The number of Nova Class Period or Priority Class Period workweeks and number of Nova PAGA Period or Priority PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Nova Sub-Class Member and/or Priority Sub-Class Member because of his/her decision to either participate or not participate in the Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former worker who was assigned to work at Nova by Priority for non-exempt work. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, sick pay, holiday premiums/incentives, and reimbursable business expenses, and failing to provide meal periods, provide rest breaks, keep accurate itemized wage statements, unfair business practices, and keep required payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA") and relief under Business and Professions Code Section 17200, *et seq.* (Unfair Competition Law). Plaintiff is represented by attorneys in the Action: Aegis Law Firm, PC ("Class Counsel").

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Defendants deny that they have done anything wrong. Defendants also deny that they owe Nova Sub-Class Members and Priority Sub-Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, by whom all liability is expressly denied.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Defendants or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than

continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Nova Sub-Class Members, Priority Sub-Class Members, Nova PAGA Group Members, and Priority PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will pay One-Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Enhancement Award, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Nova Sub-Class Members and/or Participating Priority Sub-Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$61,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and reimbursement of their actual litigation expenses, which is currently estimated not to exceed \$20,000.00. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500.00 to the Plaintiff as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$10,950.00 to the Administrator for services administering the Settlement.

- d. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Nova PAGA Group Members and Priority PAGA Group Members based on their respective Nova Pay Periods or Priority Pay Periods.

Participating Nova Sub-Class Members and Participating Priority Sub-Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Nova Sub-Class Members and Priority Sub-Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Nova Sub-Class Members and Participating Priority Sub-Class Members Class Members based on their respective Nova Class Period or Priority Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Nova Sub-Class Member or a Participating Priority Sub-Class Member, participating fully in the Class Settlement, unless you notify the Administrator in

writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Nova Sub-Class Member, a Priority Sub-Class Member, or his/her representative setting forth the Nova Sub-Class Member or Priority Sub-Class Member's name, present address, email address and telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue the Released Class Claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Nova Sub-Class Members and/or Priority Sub-Class Members who exclude themselves from the Class Settlement (Non-Participating Nova Sub-Class Members and/or Non-Participating Priority Sub-Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendants as total claims alleged in the PAGA notice(s) as well as all claims that could have been pled arising out of the same operative facts.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Nova Sub-Class Members and Priority Sub-Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, [[SETTLEMENT ADMINISTRATOR]] (the "Administrator") to send this Notice, calculate and make payments, and process Nova Sub-Class Members and/or Priority Sub-Class Members' Requests for Exclusion and written objections. The Administrator will also decide Nova Sub-Class Members and/or Priority Sub-Class Members' Challenges over Workweeks and/or Nova Pay Periods and/or Priority Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Nova Sub-Class and Participating Priority Sub-Class's Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Nova Sub-Class Members and Participating Priority Sub-Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or any Released Parties for wages based on the Nova Class Period and/or the Priority Class Period facts and PAGA penalties based on Nova PAGA Period and/or Priority PAGA Period facts, as alleged in the Action and the Released Class Claims resolved by this Settlement.

The Participating Nova Sub-Class Members and Participating Priority Sub-Class Members will be bound by the following release:

All Participating Nova Sub-Class Members and Participating Priority Sub-Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from, but not limited to, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, damages, all claims that were alleged, or reasonably could have been alleged, arising out of the same operative facts in the Operative Complaint and the PAGA Notices and arising at any point during the Nova Class Period and the Priority Class Period, and arising at any point during the Nova PAGA Period and Priority PAGA Period, including claims for alleged unpaid wages (including minimum wages, straight time wages, overtime wages, sick pay, meal break premium wages, and rest break premium wages), claims related to timely payment of wages, alleged unpaid meal and rest break premiums, alleged unpaid holiday premiums or incentives, alleged failure to provide and permit meal and rest breaks, alleged itemized wage statement penalties, alleged failure to reimburse for business-related expenditures, alleged failure to maintain accurate and complete records, alleged waiting time penalties under the California Labor Code, relief under Business & Professions Code (including Section 17200, *et seq.*) and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations in the Operative Complaint, including but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, and 2802; Business & Professions Code section 17200 *et seq.*; IWC Wage Order sections 3, 4, 11, and 12; and California Code of Civil Procedure section 1021.5, and all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, including but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 233, 246, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2800, and 2802, Business & Professions Code § 17200 *et seq.*, and Code of Civ. Proc. § 1021.5 (collectively, the "Released Class Claims"). This release shall apply to claims arising during the Nova Class Period and/or the Priority Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Nova Sub-Class Members and Participating Priority Sub-Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Nova Class Period and the Priority Class Period.

"Released Parties" means Defendants and any and all of their respective parents, predecessors, subsidiaries, affiliates, predecessors, successors, related entities, assigns, and agents, and each of their former and present directors, officers, shareholders, owners, members, employees, attorneys, and insurers.

10. Nova PAGA Group Members and Priority PAGA Group Members' PAGA Release.

After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Nova PAGA Group Members and Priority PAGA Group Members will be barred from asserting the Released PAGA Claims against Defendants and Released Parties, whether or not they exclude themselves from the Settlement. This means that all Nova PAGA Group Members and Priority PAGA Group Members, including those who are Participating Nova Sub-Class Members and Participating Priority Sub-Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or any Released Party for any Released PAGA Claims.

Nova PAGA Group Members and Priority PAGA Group Members will be bound by the following release:

All Nova PAGA Group Members and Priority PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising out of the same operative facts in the Operative Complaint and the PAGA Notices. This includes alleged unpaid wages (including minimum wages, straight time wages, overtime wages, sick pay, meal break premium wages, and rest break premium wages), claims related to timely payment of wages, alleged unpaid meal and rest break premiums, alleged unpaid holiday premiums or incentives, alleged failure to provide and permit meal and rest breaks, alleged itemized wage statement penalties, alleged failure to reimburse for business-related expenditures, alleged failure to maintain accurate and complete records, and alleged waiting time penalties under the California Labor Code; and any other benefit claimed on account of the allegations in the Operative Complaint. For avoidance of doubt, this PAGA release includes, but is not limited to, any alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; and Business & Professions Code section 17200 et seq.; IWC Wage Order sections 3, 4, 11, and 12; and California Code of Civil Procedure section 1021.5 (collectively, the "Released PAGA Claims"). Nova PAGA Group Members and Priority PAGA Group Members do not release claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the Nova PAGA Period and the Priority PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Nova Sub-Class Members and Participating Priority Sub-Class Members, and (b) multiplying the result by the number of

Workweeks worked by each individual Participating Nova Sub-Class Member or Participating Priority Sub-Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of Nova Pay Periods and/or Priority Pay Periods worked by all Nova PAGA Group Members and Priority PAGA Group Members and (b) multiplying the result by the number of respective Nova Pay Periods or Priority Pay Periods worked by each individual Nova PAGA Group Member or Priority PAGA Group Member.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Nova Class Period or the Priority Class Period and the number of Nova Pay Periods or Priority Pay Periods you worked during the Nova PAGA Period or the Priority PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Nova Pay Periods and/or Priority Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Nova Pay Period and/or Priority Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Nova Sub-Class Members and Participating Priority Sub-Class Members) and Defendants' respective Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Nova Sub-Class Members and Participating Priority Sub-Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Nova Sub-Class Member and Participating Priority Sub-Class Member (i.e., every Nova Sub-Class Member and/or Priority Sub-Class Member who doesn't opt-out) including those who also qualify as Nova PAGA Group Members or Priority PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Nova Sub-Class Members and Non-Participating Priority Sub-Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Nova PAGA Group Member or Priority PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Participating Nova Sub-Class Member and Non-Participating Priority Sub-Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, email address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Javier Hernandez v. Nova Transportation Services, Inc., et al.* and include your identifying information (full name, address, email address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Nova Sub-Class Members and Participating Priority Sub-Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as an Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website <https://www.lacourt.ca.gov/home>.

A Participating Nova Sub-Class Member or Participating Priority Sub-Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Javier Hernandez v. Nova Transportation Services, Inc., et al.* and include your name, current address, email address, and telephone number, and approximate dates of employment for (and/or assignment at) Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Nova Sub-Class Member or Participating Priority Sub-Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to,

why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Los Angeles Court Connect (<https://lacc.lacourt.org/>) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/home>) and entering the Case Number for the Action, Case No. 25STCV18910. You can also make an appointment to personally review court documents in the Clerk's Office by calling (213) 310-7009.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Administrator:

Name of Company:
Email Address:

Mailing Address:

Telephone:

Fax Number:

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Los Angeles Website at <https://www.lacourt.ca.gov/home> or (b) in person at Court Records, Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Administrator.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.