

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
NOVA Commercial Co., Inc.

Cases 21-CA-310134
21-CA-310251

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party NOVA Commercial Co., Inc., and the Charging Party Service Employees International Union, United Service Workers West **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the bulletin board inside the janitor closet located in the basement of 1600 Pacific Coast Highway, San Diego California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. It is expressly understood that neither a copy of this Agreement nor any other side notice referencing this Agreement shall be physically posted adjacent to the Board's notices.

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which CEO Sophia Silva will read the Notice in English and Spanish. In the alternative, a Board agent will read the Notice to employees in English and Spanish in the presence of CEO Silva. The Charged Party will permit a representative of the Charging Party's choosing to be present during all notice readings. The Charged Party will permit the Charging Party to video record the meeting, which the Charging Party will be able to disseminate. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

Initials: *SS*

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes SS No
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charges, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned cases provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Initials: SS

Charged Party NOVA Commercial Co., Inc.	Charging Party Service Employees International Union, United Service Workers West
Name and Title: <i>Sophia Silva</i> Date: 4/17/23	Name and Title: _____ Date: _____
Print Name and Title below Sophia Silva CEO	Print Name and Title below _____

Recommended By: _____ Date: _____	Approved By: _____ Date: _____
ELVIRA PEREDA Field Attorney	WILLIAM B. COWEN Regional Director, Region 21

Initials: _____

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT discipline or terminate you because of your membership or support for **Service Employee International Union, United Service Workers West (Union)**.

WE WILL NOT tell employees that it is futile to support the **Union**.

WE WILL NOT maintain and enforce an Employee Handbook rule that restricts you from exercising the rights set forth above, including the second bullet point under To achieve our mission located on page 2 and the 11th bullet point under Courtesy and customer service located on page 12 of the Employee Handbook revision 07/2022.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, to the extent we have not already done so, rescind or revise the work rules described above.

WE WILL furnish you with inserts for the Employee Handbook that (1) advise that the unlawful provisions have been rescinded, or (2) provide lawfully worded provisions on adhesive backing that will cover the unlawful provisions; or **WE WILL** publish and distribute revised employment handbooks that (1) do not contain the unlawful provisions or (2) provide lawfully worded provisions.

WE HAVE offered Sofia Martinez and Maria Guzman immediate and full reinstatement to their former jobs without prejudice to their seniority or any other rights and/or privileges previously enjoyed.

WE HAVE made Sofia Martinez and Maria Guzman whole for any loss of earnings and other benefits suffered as a result of the discrimination against them.

WE WILL remove from our files all references to the November 15, 2022, November 18, 2022, December 21, 2022 disciplines and January 9, 2023 termination of Sofia Martinez and the January 11, 2023 termination of Maria Guzman, and **WE WILL** notify these employees in writing that this has been done, and that the disciplines and terminations will not be used against them in any way.

NOVA Commercial Co., Inc.

(Employer)

Dated: 4/17/23

By: Sophia Silva

CEO

(Representative)

(Title)

Initials: SS

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

US Court House, Spring Street
312 N Spring Street, 10th Floor
Los Angeles, CA 90012

Telephone: (213)894-5200

Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: SS

Initials: SS