

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement”) is made and entered into between Plaintiff Jeanette Juston, acting in her capacity as a private attorney general, and Defendants SOS International LLC and SOSi Services LLC (collectively “Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Juston v SOSi Services LLC*, Los Angeles Superior Court, Case No. 20STCV16867 and as set forth in Plaintiff’s correspondence to the LWDA, dated May 1, 2020.

2. “PAGA Group Members” consist of all interpreters who are, or were, party to an independent contractor agreement with SOS International LLC (“SOSi”) to provide interpretation services in the United States Immigration Courts and who provided these interpretation services in the Immigration Courts in California at any time between May 1, 2019 and the date of Preliminary Approval of Settlement or December 13, 2020, whichever happens first.

3. “Defendants” means SOSi Services LLC and SOS International LLC .

4. “Court” means the Superior Court of California for the County of Los Angeles.

5. “Effective Date” means the date upon which the Court enters an Order approving the Settlement.

6. “Individual Settlement Payment” means the amount to be paid to each PAGA Group Member based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross Settlement Amount” is the non-reversionary sum of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00), which represents the total amount payable under this Settlement by Defendants (subject to the Escalator Clause described below), including, without limitation, payments to all PAGA Group Members, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement award, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and PAGA Group Members after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one-third of the Gross Settlement Amount, currently estimated at \$133,333.00; (b) Plaintiff’s reasonable verified litigation costs up to \$17,500.00; (c) Plaintiff’s representative incentive award of \$5,000.00; and (d) reasonable third-party administration costs up to \$2,750.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

11. “Settlement Period” means the time period from May 1, 2019 through the date of Preliminary Approval of Settlement or December 13, 2020, whichever happens first.

12. “PAGA Released Claims” mean all claims that were or could have been alleged under the PAGA based on the facts alleged in the litigation, including, but not limited to any PAGA claim for violation of California Labor Code sections 201-203, 204, 226(a), 226.7, 226.8, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and 2804 and all claims that were or could have been alleged based on the facts alleged in the Operative Complaint and any similar claims and any related state statutory and/or civil penalties, which were alleged or could have been alleged based on the facts of the Complaint, for the Settlement Period.

13. “Parties” means Plaintiff and Defendants.

14. “Plaintiff” means Jeanette Juston.

15. “Plaintiff’s Counsel” means Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC.

16. “Settlement Administrator” means Phoenix Settlement Administrators.

17. “Released Parties” means Defendants and all entities affiliated with them, , and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of the Defendants, agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them.

II. RECITALS

1. Plaintiff alleges that Defendants: (i) misclassified its interpreters as independent contractors; (ii) failed to pay the minimum wage for all hours worked; (iii) failed to authorize and permit all lawful rest periods; (iv) failed to issue accurate and itemized wage statements, and (v) failed to indemnify all necessary business expenditures, and is therefore liable for civil penalties under PAGA. Defendants deny these allegations and, in making this Settlement, Defendants do not admit the sufficiency of any claims, allegations, assertions, or contentions made against them in the Action.

2. On May 1, 2020, Plaintiff provided written notice of her intent to file a claim for civil penalties under PAGA to the LWDA and Defendants, alleging that Defendants violated California Labor Code sections 201-203, 204, 226(a), 226.7, 226.8, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and 2804, as described in Section II.1.

3. On July 7, 2020, Plaintiff filed a class and representative action complaint titled *Juston v SOSi Services LLC*, Los Angeles Superior Court, Case No. 20STCV16867 alleging SOSi Services LLC: (i) failed to pay minimum wage for all hours worked; (ii) failed to authorize and permit all lawful rest periods; (iii) failed to issue accurate and itemized wage statements; (iv) failed to indemnify all necessary business expenditure; (v) engaged in unlawful business practices; and (vi) is liable for civil penalties under PAGA. Plaintiff erroneously sued SOSi Services LLC. All of the PAGA Group Members entered into independent contractor agreements only with SOSi. No PAGA Group Members entered into independent contractor agreements with SOSi Services LLC.

On or about December 8, 2020, Plaintiff amended the complaint to add SOS International LLC as a Defendant.

4. On October 13, 2020, Plaintiff's individual and class claims were dismissed without prejudice, leaving Plaintiff's PAGA claim as the sole remaining claim in the Action.

5. In response to Plaintiff's Counsel's informal discovery requests made pursuant to mediation, Defendants' counsel provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other PAGA Group Members in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim.

6. On September 3, 2020, the Parties participated in a full-day mediation with Jeffrey A. Ross, Esq. With the assistance of Mr. Ross, the Parties agreed to resolve the PAGA Released Claims fully and finally as to Plaintiff and the PAGA Group Members

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, PAGA Group members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) as the non-reversionary Gross Settlement Amount. The Gross Settlement Amount shall be used to satisfy all Defendants' liabilities arising from the settlement, including (a) the payment of PAGA Penalties, 75% of which shall be paid to the Labor and Workforce Development Agency ("LWDA") and 25% of which shall be distributed to the PAGA Group Members, (b) interest, (c) administrator costs, (d) Plaintiff's attorneys' fees and costs, and (e) the incentive award for the Plaintiff. Defendants will not pay more than the Gross Settlement Amount (subject to the Escalator Clause discussed below). Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator within ninety (90) calendar days after the Effective Date.

3. **Escalator Clause.** Defendants represent that there are an estimated 25,500 work orders during the Settlement Period, with a 10% margin of error. If the number of work orders in the Settlement Period exceeds 25,500 by more than 10%, the parties will increase the Gross Settlement Amount by a proportionate amount to capture the amount of workweeks exceeding 10% of 25,500. Distributions will be based on work orders.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Group Members:

a. Plaintiff's Attorneys' Fees and Costs. Defendants will not oppose Plaintiff's request for attorneys' fees in the amount of up to one-third of the Gross Settlement Amount (currently estimated to be \$133,333.00) and actual costs incurred in prosecuting this Action, up to \$17,500.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Plaintiff's Incentive Award. Defendants will not oppose Plaintiff's request for an incentive award in the amount of \$5,000.00 for her service to the State of California and the PAGA Group Members, and the risk Plaintiff undertook by attaching her name to this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. Administration Costs. Defendants will not oppose the Settlement Administrator's costs in the amount up to \$2,750.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the PAGA Group Members, pursuant to Labor Code section 2699(i). The 25% portion to be paid to PAGA Group Members shall be paid to all PAGA Group Members.

Individual Settlement Payments to PAGA Group Members shall be calculated and distributed based on their proportionate number of work orders worked during the Settlement Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the PAGA Group Members' total work orders worked during the Settlement Period, and the denominator of which is the total number of work orders worked by all PAGA Group Members during the Settlement Period.

6. PAGA Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement, Plaintiff and the PAGA Group Members will release any and all PAGA Released Claims against the Released Parties that arose during the Settlement Period. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiff and the PAGA Group Members will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the Settlement Period against the Released Parties. This release will become effective upon the Effective Date.

7. Covenants and Representations by Plaintiff.

a. Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that she has read this Settlement, that she fully understands her rights, privileges and duties under the Settlement, and enters into this Settlement freely and

voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. **Confidentiality**. Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiff and her counsel warrant that prior to Approval they will not disclose, disseminate and/or publicize, cause or permit to be disclosed, disseminated or publicized, any of the terms of this Term Sheet or the Long Form Settlement Agreement directly or indirectly, specifically or generally, to any person, corporation, association, governmental agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will also be instructed to keep this agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to an order of a court of competent jurisdiction or a subpoena issued under the authority thereof; or (4) in response to an inquiry or subpoena issued by a state or federal governmental agency. It is understood and agreed that notice of receipt by Plaintiff of any such judicial or agency order, inquiry or subpoena shall immediately be communicated by the recipient to counsel for Defendants telephonically, and then confirmed immediately thereafter in writing, so that Defendants will have an opportunity to intervene to assert what rights it may have to non-disclosure prior to responses to said order, inquiry or subpoena. Plaintiff specifically warrants that she will not directly or indirectly initiate any conversation or other communication with any person regarding this Agreement, or the matters giving rise to this Agreements prior to Approval. If asked about this Agreement or the matters giving rise to this Agreement, Plaintiff shall respond by stating only that “the matter was resolved,” or words to that effect.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff’s Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties’ seeking Court approval of the Settlement, per Labor Code section 2699(1)(2).

9. **Publicity**. Neither side shall publicize the settlement, including but not limited to communications through any social media, unless so ordered by the Court.

10. **Judgment**. As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and PAGA Group Members. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for PAGA Group Members**. Within ten (10) business days after the Effective Date, Defendants shall provide the Settlement Administrator with information for PAGA Group Members. Defendants will, in good faith, compile from its records

a list of PAGA Group Members that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each PAGA Group Member's full name, last known mailing address, last known telephone number, the number of work orders during the Settlement Period, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the PAGA Group Members' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause has been triggered. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments**. Upon receipt of the information for PAGA Group Members, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Group Members' addresses.

Within five (5) business days after the Gross Settlement Amount is deposited, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, along with the Individual Settlement Payments to all PAGA Group Members via First-Class U.S. Mail.

Each Individual Settlement Payment shall be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to a PAGA Group Member shall be transferred to the Controller of the State of California per California's Unclaimed Property Law to be held in the name of the PAGA Group Member.

4. **Undeliverable Letters**. Any Explanatory Letters returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Explanatory Letter. If an updated mailing address is identified, the Settlement Administrator shall resend the Explanatory Letter to the PAGA Group Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each PAGA Group Member.

Defendants fully discharge their obligations to those PAGA Group Members to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Group Members.

5. **Payment of Remainder**. Within five (5) business days after the Gross Settlement Amount is deposited, the Settlement Administrator will mail the following payments: (1) the 75%

share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved incentive payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Uncashed Checks.** Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residuals pursuant to California Code of Civil Procedure Section 384(a) and such unpaid residuals shall be made payable to the National Center for Youth Law, which is a 501(c)(3) organization dedicated to promoting the well-being of children. The Parties agree to avoid any potential interest obligation under California Civil Procedure sections 382-384, *et seq.*

7. **Accounting.** The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Section IV.3.

8. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each PAGA Group Member. The PAGA Group Members shall be responsible for paying all applicable state, local and federal income taxes on amounts received pursuant to this settlement and they shall not seek indemnification from Defendants in this regard. In the event any taxing authority asserts that the characterization of the settlement payments hereunder are inappropriate and/or any PAGA Group Member fails to pay any tax liability resulting from the payments made hereunder, and Defendants is made to pay any taxes, settlements, interests, penalties and/or other sums to a taxing authority as a result, the PAGA Group Member shall fully indemnify and reimburse Defendants for any and all such payments upon demand. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason,

then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

7. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of Jeffrey Ross, Esq. to resolve such disagreement.

8. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the Settlement's enforceability or validation of the term or provision.

12. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

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

14. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

16. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

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

18. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

JEANETTE JUSTON

Dated: Jan 29, 2021

By: 
Jeanette Juston (Jan 29, 2021 19:19 PST)
Jeanette Juston
Plaintiff

SOS INTERNATIONAL LLC

Dated: _____

By: _____

Name: _____

Title: _____
SOS International LLC; SOSi Services LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____

HAINES LAW GROUP, APC

By: 

Fletcher W. Schmidt
Attorneys for Plaintiff

Dated: _____

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: _____
Kenneth D. Sulzer
Attorneys for Defendants

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

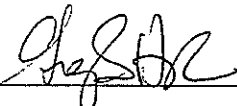
JEANETTE JUSTON

Dated: _____

By: _____
Jeanette Juston
Plaintiff

SOS INTERNATIONAL LLC

Dated: _____

By:  _____
Name: Gregory S. Hayken
Title: COO + General Counsel
SOS International LLC; SOSi Services LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff

Dated: 2/4/21

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

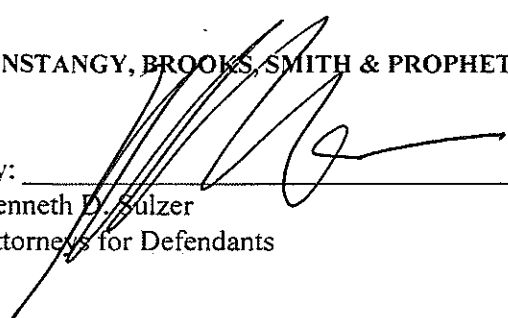
By:  _____
Kenneth D. Sulzer
Attorneys for Defendants

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Jeanette Juston v. SOSi Services LLC, et al.

Los Angeles Superior Court, Case No. 20STCV16867

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the above-captioned lawsuit filed by Jeannette Juston (“Plaintiff”) on behalf of herself and all other aggrieved interpreters, including you.

In this lawsuit, Plaintiff seeks to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiff is acting as a “private attorney general” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees. Plaintiff alleges that PAGA penalties are owed because Defendants SOS International LLC and SOSi Services LLC (collectively “SOSi”): (i) misclassified its interpreters as independent contractors; (ii) failed to pay the minimum wage for all hours worked; (iii) failed to authorize and permit all lawful rest periods; (iv) failed to issue accurate and itemized wage statements, and (v) failed to indemnify all necessary business expenditures

The Court has ***not*** ruled on Plaintiff’s claims. You should not take this notice as an expression of any opinion by the Court about whether Plaintiff is right or wrong. SOSi maintains that Plaintiff’s allegations are without merit and enters into this Settlement with no admission of liability, and solely for the purposes of compromising and settling the lawsuit to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of interpreters referred to as the “PAGA Group Members,” which is defined as: all interpreters who are, or were, party to an independent contractor agreement with Defendant SOS International LLC to provide interpretation services in the United States Immigration Courts and who provided these interpretation services in the Immigration Courts in California at any time between May 1, 2019 and December 13, 2020.

The “Settlement Period” is defined as the time period from May 1, 2019 through December 13, 2020.

II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT

You performed [THIS INTERPRETER’S NUMBER OF WORK ORDERS] during the Settlement Period. The total number of work orders performed by all PAGA Group Members during the Settlement Period is [TOTAL NUMBER OF WORK ORDERS].

Your Individual Settlement Payment has been calculated at \$[AMOUNT PAID TO THIS PAGA Group Member]. Your payment is enclosed with this Notice.

Your payment was calculated based on your proportionate number of work orders performed during the Settlement Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is your total work orders performed during the Settlement Period, and the denominator of which is the total number of work orders by all PAGA Group Members during the Settlement Period.

III. RELEASE

On [PAGA APPROVAL DATE], the Court approved the Settlement.

By operation of the Settlement's terms, all PAGA Group Members will release any and all PAGA claims that were pled in the matter entitled *Jeanette Juston v. SOSi Services LLC*, Los Angeles County Superior Court, Case No. 20STCV16867 (the "Action"), including, but not limited to any PAGA claim for violation of California Labor Code sections 201-203, 204, 226(a), 226.7, 226.8, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and 2804 and all claims that were or could have been alleged based on the facts alleged in the Action and any similar claims and any related state statutory and/or civil penalties, which were alleged or could have been alleged based on the facts of the Complaint, for the Settlement Period ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, Plaintiff and the PAGA Group Members are forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against SOSi. The release became effective on [PAGA APPROVAL DATE].

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the National Center for Youth Law. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**