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11 **UNITED STATES DISTRICT COURT**
12
13 **SOUTHERN DISTRICT OF CALIFORNIA**

14 HELAINE HEID; INGRID LEEMAN;
15 and MIRIAM SARAIVA, individually,
16 and on behalf of themselves and all
17 others similarly situated,

18 Plaintiffs,

19 v.

20 CYRACOM INTERNATIONAL, INC.
21 a Delaware corporation, and DOES 1
22 through 10, inclusive,

23 Defendants.

Case No. 3:22-cv-01445-MMA-KSC

CLASS ACTION

**CLASS AND COLLECTIVE
ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Judge: Hon. Michael M. Anello
Courtroom: 3C (3rd Flr.) / 3195

Magistrate Judge: Hon. Karen S. Crawford
Courtroom: 2B (2nd Flr.) / 2140

Trial Date: Not Set
Complaint Filed: September 26, 2022
FAC Filed: December 2, 2022

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1. This Class and Collective Action Settlement Agreement and Release (“Agreement,” “Settlement Agreement” or “Settlement”) is made by and between named plaintiffs Helaine Heid (“Plaintiff Heid”), Ingrid Leeman (“Plaintiff Leeman”), and Miriam Saraiva (“Plaintiff Saraiva”) (collectively, “Named Plaintiffs”), individually and on behalf of all Class/Collective Members (as defined below), and Defendant CyraCom International, Inc. (“CyraCom” or “Defendant”) (collectively with Named Plaintiffs, the “Parties”).

The following terms used in this Agreement shall have the meanings ascribed to them below:

2. **“Approved Administration Costs”** means the Court-approved amount to reimburse the cost of the Settlement Administrator in an amount not to exceed \$50,000.00.

3. **“Approved Attorneys’ Fees and Costs”** means the Court-approved amount of attorneys’ fees and out-of-pocket litigation costs and expenses to be paid to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses incurred to prosecute the Action, including (a) an amount not to exceed Nine Hundred Thousand Dollars and No Cents (\$900,000.00) for attorneys’ fees and (b) the actual amount of costs and expenses, which are currently estimated at \$30,574.78, and which shall not exceed \$36,000.

4. **“Approved Service Awards”** means the Court-approved amount of service awards to be paid to Named Plaintiffs for initiating the Action and providing services in support of the Action in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) each, for a total of not greater than Twenty-

Two Thousand Five Hundred Dollars and No Cents (\$22,500.00).

5. **“California Class”** or **“California Class Members”** means Plaintiff Heid, Plaintiff Leeman, and all current and former employees employed by CyraCom as Interpreters in the State of California during the California Class Period. Some California Class Members will also be FLSA Collective Members and/or in the PAGA Representative Group.

6. **“California Class Period”** means the period of time from September 26, 2018 to May 31, 2023.

7. **“California Notice”** means the notice of settlement to be distributed to the California Class, including all members of the FLSA Collective who worked as Interpreters in the State of California during the FLSA Collective Period, substantially in the form of **Exhibit A** attached hereto or as approved by the Court.

8. **“California Settlement Class”** or **“California Settlement Class Members”** means California Class Members who do not opt out or validly exclude themselves from this Settlement.

9. **“Class/Collective Members”** means all members of the FLSA Collective and the California Class and the PAGA Representative Group.

10. **“Class Counsel”** means Brian S. Kabateck and Jerusalem F. Beligan of KABATECK LLP; James L. Simon of SIMON LAW CO.; and Michael L. Fradin of FRADIN LAW, LLC.

11. **“California Class Notice Period”** means the period of time from the initial date of mailing of the Notices of Settlement to the date sixty (60) days after the mailing.

12. **“Collective Notice Period”** means the period of time from the initial date of mailing of the Notices of Settlement to the date sixty (60) days after the mailing.

13. **“Court”** means the United States District Court for the Southern District of California.

14. **“Defendant”** or **“CyraCom”** means CyraCom International, Inc.

1 15. **“Defendant’s Counsel”** means Kevin E. Gaut of Mitchell, Silberberg &
2 Knapp; and Scott W. Rodgers and Kristin L. Windtberg of Osborn Maledon.

3 16. **“Final Approval Order”** means the Order entered by the Court that
4 approves the material terms and conditions of this Agreement and the distribution of
5 the Gross Settlement Amount, and that enters a judgment in the Action.

6 17. **“FLSA”** means the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

7 18. **“FLSA Collective Period”** means the period of time from September 26,
8 2019 to May 31, 2023.

9 19. **“FLSA Collective”** or **“FLSA Collective Members”** means Named
10 Plaintiffs and all current and former employees employed by CyraCom as Interpreters
11 in the United States (excluding New York based Interpreters) during the FLSA
12 Collective Period. Some FLSA Collective Members will also be California Class
13 Members and/or PAGA Representative Members.

14 20. **“FLSA Opt-In Consent Form”** means a form to be used by FLSA
15 Collective Members, to indicate their consent to join the Action and the FLSA
16 Settlement, substantially in the form of **Exhibit B** attached hereto or as approved by the
17 Court.

18 21. **“FLSA Settlement Collective”** means a group consisting of Named
19 Plaintiffs and all members of the FLSA Collective who opt-in to the case by timely
20 submitting an FLSA Opt-In Consent Form in accordance with the terms of this
21 Agreement.

22 22. **“FLSA Notice”** means the notice of settlement to be distributed to the
23 FLSA Collective Members who are *not also* California Class Members, substantially in
24 the form of **Exhibit C** attached hereto or as approved by the Court.

25 23. **“Gross Settlement Amount”** means the maximum amount that CyraCom
26 could pay in connection with this Settlement, in exchange for the release of the
27 Settlement Class Members’ Released Claims. The maximum Gross Settlement Amount
28 shall be no more than the gross sum of Two Million Seven Hundred Thousand Dollars

1 and no cents (\$2,700,000.00), which shall be used to pay: (i) all settlement payments to
2 all Class/Collective Members, which shall include penalties, liquidated damages,
3 interest, and also to pay all employee withholding and employer side payroll taxes due
4 on any portion of the payments to the Settlement Class Members that constitute wages;
5 (ii) Approved Service Awards; (iii) Approved Administration Costs; (iv) Approved
6 Attorneys' Fees and Costs; (v) payments to the PAGA Representative Group; and (vi)
7 payments to the LWDA. The Parties acknowledge that CyraCom may pay less than the
8 Gross Settlement Amount if less than the amount allocated to the FLSA Collective is
9 claimed by FLSA Collective Members. In such event, the amount allocated to the FLSA
10 Collective shall be adjusted and reduced as set forth in Section III, ¶ 65(f)(iii)(2) below.
11 For the avoidance of doubt, the Parties also acknowledge and agree that the employer's
12 share of all federal, state, and local employment taxes (such as Social Security Taxes,
13 Federal Unemployment Taxes, and California Unemployment and Training Taxes), all
14 state and federal income taxes, and any other payments owed by the employer on
15 account of wage payments (the "Employer Payroll Taxes") shall be paid from and
16 included within the Gross Settlement Amount such that no additional amounts need be
17 paid by Defendant on account of wage payments made under this Agreement. The Gross
18 Settlement Amount shall be allocated as follows:

19 a. **"PAGA Gross Settlement Amount"** means the Court-approved
20 amount Defendant shall pay to settle the PAGA penalty claims of the PAGA
21 Representative Group, including payments to the PAGA Representative Group and
22 payments to the LWDA, which shall total Two Hundred Fifty Thousand Dollars and
23 No Cents (\$250,000.00).

24 24. **"Interpreters"** means any individuals employed in the United States
25 (excluding Interpreters employed in New York) by CyraCom as non-exempt
26 interpreters during the California Class Period, the FLSA Collective Period, or the
27 PAGA Period.

28 25. **"LWDA"** means the California Labor and Workforce Development

Agency.

26. **“Named Plaintiffs”** means Helaine Heid, Ingrid Leeman, and Miriam Saraiva.

27. **“Net PAGA Amount”** means twenty-five percent (25%) of the PAGA Gross Settlement Amount, which shall be distributed to the PAGA Representative Group.

28. **“Net Settlement Amount”** means the amount remaining from the Gross Settlement Amount after deduction of (i) Approved Service Awards; (ii) Approved Administration Costs; (iii) Approved Attorneys’ Fees and Costs; and (iv) the PAGA Gross Settlement Amount.

a. **“California Net Settlement Amount”** means 50% of the Net Settlement Amount.

b. **“FLSA Net Settlement Amount”** means 50% of the Net Settlement Amount.

29. **“Notice(s) of Settlement”** means the California Notice and the FLSA Notice when referred to collectively or generically.

30. **“Operative Complaint”** means the First Amended Complaint in the Action, which was filed by Named Plaintiffs on or about December 2, 2022.

31. **“Opt-In Consent Form(s)”** means the FLSA Opt-In Consent Forms when referred to collectively or generically.

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

33. **“PAGA Pay Period”** means any pay period in which a PAGA Representative Group Member was employed by CyraCom as an Interpreter in the State of California in the PAGA Period.

34. **“PAGA Period”** means the period of time from September 26, 2021 to May 31, 2023.

35. **“PAGA Representative Group”** or **“PAGA Representative Group**

1 **Members”** means all current and former employees employed by CyraCom as
2 Interpreters in the State of California during the PAGA Period. Some PAGA
3 Representative Group Members may also be California Settlement Class Members
4 and/or members of the FLSA Settlement Collective. The Parties acknowledge that each
5 individual described in the first sentence will be part of the PAGA Representative Group
6 regardless of whether they opt out of the California Class or fail to opt in to the FLSA
7 Collective. In other words, each individual described in the first sentence is
8 automatically and without exception part of the PAGA Representative Group,
9 regardless of whether they are members of the California Settlement Class or of the
10 FLSA Settlement Collective. The individuals described in the first sentence need not
11 opt-in and cannot opt out of the PAGA Representative Group.

12 36. **“Parties”** means Named Plaintiffs and Defendant.

13 37. **“Preliminary Approval Date”** means the date the Court grants the
14 Preliminary Approval Order.

15 38. **“Preliminary Approval Order”** means an order, the entry of which will
16 be sought in the Motion for Preliminary Approval, (i) preliminarily certifying the
17 California Class for settlement purposes only; (ii) conditionally certifying the FLSA
18 Collective for settlement purposes only; (iii) preliminarily approving the PAGA Gross
19 Settlement Amount; (iv) preliminarily approving this Agreement; (v) approving the
20 Settlement Administrator to mail the Notices of Settlement and Opt-in Consent Forms,
21 as applicable, to Class/Collective Members describing the terms of this Agreement
22 and informing them of their rights to opt in, exclude themselves, and submit
23 objections, as applicable; (vi) appointing Class Counsel; (vii) preliminarily enjoining,
24 pending the outcome of the Final Approval Hearing, all Class/Collective Members
25 from commencing, prosecuting or maintaining any claim already asserted in, and
26 encompassed by, this Action, or commencing, prosecuting or maintaining in any court
27 or forum, other than the Court, any claim, action or other proceeding that challenges,
28 or seeks review of or relief from, any order, judgment, act, decision or ruling of the

1 Court in connection with this Agreement; and (viii) setting a date for the Final
2 Approval Hearing.

3 39. **“Released Claims”** means the California Released Claims, FLSA
4 Released Claims, PAGA Released Claims, and Named Plaintiff Released Claims.

5 a. **“California Released Claims”** has the meaning set forth in Section
6 III, ¶ 56(b), below.

7 b. **“FLSA Released Claims”** has the meaning set forth in Section III,
8 ¶ 56(a), below.

9 c. **“PAGA Released Claims”** has the meaning set forth in Section III,
10 ¶ 56(c), below.

11 d. **“Named Plaintiff Released Claims”** has the meaning set forth in
12 Section III, ¶ 56(d), below.

13 40. **“Released Parties”** means : (a) CyraCom and each and all past or present
14 partners, parents, joint venturers, subsidiaries, or affiliates (regardless whether such
15 partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships,
16 limited partnerships, limited liability companies, or other forms of entity) of CyraCom;
17 (b) each and all of the predecessor or successor entities of any of those entities identified
18 in subparagraph (a); (c) any other individuals or entities of any kind, including but not
19 limited to any payroll companies, which have been or could be alleged to be in any
20 manner responsible (whether on an alter ego, joint employer, integrated enterprise, or
21 any other theory) for any alleged violations described in the Released Claims and
22 occurring as a result of employment as an Interpreter; and (d) all past or present
23 directors, officers, representatives, insurers, agents, shareholders, limited or general
24 partners, members, managers, trustees, fiduciaries, lawyers, and employees of any of
25 the individuals or entities identified in subparagraphs (a), (b), or (c).

26 41. **“Settlement Administrator”** means APEX Class Action Administration.

27 42. **“Settlement Award”** means the payment that each Settlement Class
28 Member shall be entitled to receive pursuant to the terms of this Agreement, and

1 includes the California Settlement Awards, FLSA Settlement Awards, and PAGA
2 Settlement Awards.

3 a. **“California Settlement Award”** means the payment that each
4 California Settlement Class Member shall be entitled to receive pursuant to the terms
5 of this Agreement in connection with release of the California Released Claims.

6 b. **“FLSA Settlement Award”** means the payment that each FLSA
7 Settlement Collective Member shall be entitled to receive pursuant to the terms of this
8 Agreement in connection with release of the FLSA Released Claims.

9 c. **“PAGA Settlement Award”** means the payment that each PAGA
10 Representative Group Member shall be entitled to receive pursuant to the terms of this
11 Agreement in connection with release of the PAGA Released Claims.

12 43. **“Settlement Classes”** means the FLSA Settlement Collective, the
13 California Settlement Class, and the PAGA Representative Group.

14 44. **“Settlement Class Members”** means all members of the Settlement
15 Classes.

16 45. **“Settlement Effective Date”** means the first day following: (i) if there is
17 no objection made and the Court has not modified the terms of this Settlement, the
18 issuance of the Court’s Final Approval Order; (ii) if an objection has been made to final
19 approval of the Settlement and/or the Court has modified the terms of the Settlement
20 but no appeal has been taken, the date on which the objector’s and/or party’s time to
21 appeal the Final Approval Order has expired with no appeal or other judicial review
22 having been taken or sought; or (iii) if an objection has been made to final approval of
23 the Settlement and/or the Court has modified the terms of the Settlement and an appeal
24 of the Final Approval Order has been timely filed, the date the Final Approval Order is
25 finally affirmed by an appellate court with no possibility of subsequent appeal or other
26 judicial review or the date the appeal(s) or other judicial review are finally dismissed
27 with no possibility of subsequent appeal or other judicial review.

28 46. **“Workweek”** means any week in which an Interpreter was employed by

1 CyraCom as an Interpreter. Workweeks will be determined based on CyraCom's
2 records.

3 a. **"California FT Workweek"** means any Workweek in the
4 California Class Period in which a California Settlement Class Member was scheduled
5 to work 30 hours or more as an Interpreter with a home/work address, as listed in
6 CyraCom's records, in the State of California.

7 b. **"California PT Workweek"** means any Workweek in the
8 California Class Period in which a California Settlement Class Member was scheduled
9 to work less than 30 hours as an Interpreter with a home/work address, as listed in
10 CyraCom's records, in the State of California.

11 c. **"FLSA FT Workweek"** means any Workweek in the FLSA
12 Collective Period in which an FLSA Collective Member was scheduled to work 30
13 hours or more as an Interpreter.

14 d. **"FLSA PT Workweek"** means any Workweek in the FLSA
15 Collective Period in which an FLSA Collective Member was scheduled to work less
16 than 30 hours as an Interpreter.

17 **II. RECITALS**

18 47. **Procedural History:** Plaintiff Heid and Plaintiff Leeman initiated the
19 Action by filing the original Complaint on September 26, 2022, alleging four claims for
20 relief under the FLSA, seeking alleged unpaid minimum and overtime wages in
21 connection with alleged "off-the-clock" work, unpaid rest breaks, and unreimbursed
22 business expenses on their own behalf and on behalf of a nationwide FLSA collective
23 of similarly-situated Interpreters. The original Complaint also included claims for
24 violation of California Labor Code sections 201-203, 226, 226.7, 227.3, 510, 512, 1194,
25 1194.2, 2802; Industrial Welfare Commission Order No. 4-2001 ("Wage Order No. 4");
26 and California Business & Professions Code § 17200, *et seq.* (the "UCL"), in
27 connection with CyraCom's alleged failure to pay all earned minimum and overtime
28 wages, failure to provide compliant meal periods and rest breaks, failure to pay all

1 accrued and vested PTO wages, failure to furnish accurate wage statements, failure to
2 reimburse employees for reasonable and necessary business expenses, failure to pay all
3 wages timely upon separation of employment, and violations of the UCL on behalf of
4 Plaintiff Heid, Plaintiff Leeman, and a California class of similarly-situated Interpreters.

5 a. On September 27, 2022, Plaintiff Heid and Leeman filed a notice of
6 violation of the PAGA with the LWDA. The PAGA claims are premised on the same
7 alleged violations as the California claims outlined in the initial Complaint.

8 b. On December 2, 2022, Plaintiff Heid and Plaintiff Leeman filed the
9 First Amended Complaint, which is the Operative Complaint in the Action, adding
10 Plaintiff Saraiva as a named plaintiff and adding a claim under the PAGA.

11 c. On May 22, 2023, the Parties participated in a full day mediation
12 with David Rotman. As a result of a mediator's proposal, and weeks of subsequent work
13 by the Parties to reach agreement on the details of the settlement allocation, notice
14 procedures, release of claims, etc., the Parties negotiated the terms of this Agreement.

15 48. **Exchange of Information:** The Parties had substantive discussions for
16 purposes of clarifying the disputes between them. They then agreed to defer further
17 discovery and associated disputes in favor of pursuing settlement. In an effort to reach
18 a settlement in this lawsuit, the Parties have engaged in significant informal discovery
19 including, but not limited to, Defendant's production of policies and procedures,
20 production of the timekeeping and payroll records for approximately 2% of
21 Interpreters nationwide going back to September 2019 and 7% of California-based
22 Interpreters going back to September 2018, and production of the timekeeping and
23 payroll records for the Named Plaintiffs.

24 49. **Class Counsel's Investigation:** Class Counsel made a thorough and
25 independent investigation of the facts and law relating to the allegations in the Action,
26 including working with an expert to develop damages models for the various alleged
27 Class/Collective Member classes and collectives involved in the suit. In agreeing to this
28 Settlement Agreement, Class Counsel and Named Plaintiffs have considered: (1) the

1 facts produced in informal discovery and the Parties' mediation process and the law
2 applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of
3 the outcome of the claims alleged against Defendant; and (c) the desirability of
4 consummating this Settlement according to the terms of this Agreement. The
5 information exchanged by the Parties through discovery and mediation was sufficient to
6 reliably assess the merits of the Parties' respective positions and to compromise the
7 issues on a fair and equitable basis. Class Counsel and Named Plaintiffs have concluded
8 that the terms of this Agreement are fair, reasonable and adequate, and that it is in the
9 best interests of Named Plaintiffs and the Class/Collective Members to settle their
10 claims against Defendant pursuant to the terms set forth herein.

11 **50. Defendant's Denial of Wrongdoing:** Defendant has denied and continues
12 to deny that it or any Released Party has committed any violation of law or has any
13 liability for the wrongs alleged in the Action or for any other alleged misconduct.
14 Defendant contends that it and all Released Parties have complied in good faith with
15 California and federal wage and hour laws and have dealt legally and fairly with Named
16 Plaintiffs and the Class/Collective Members. Defendant denies that Named Plaintiffs
17 and Class/Collective Members would be entitled to statutory and/or civil penalties or
18 any other relief as a result of the claims in this Action. Nothing contained herein, nor
19 the consummation of this Agreement, is to be construed or deemed an admission of
20 liability, culpability, negligence, willfulness, lack of good faith, or wrongdoing of any
21 kind on the part of Defendant or any Released Party. Defendant on behalf of itself and
22 each Released Party expressly denies any liability, wrongdoing, impropriety,
23 responsibility or fault whatsoever. Nevertheless, Defendant has concluded that further
24 litigation would be protracted and expensive and would divert management and
25 employee time. Defendant has taken into account the uncertainty, risk and burdens
26 inherent in litigation, and has concluded that it is appropriate to fully and finally settle
27 this Action in the manner and upon the terms set forth in this Agreement.

28 **51. Inadmissibility of Agreement:** Neither this Agreement, nor any

1 document, statement, proceeding or conduct related to this Agreement, nor any report
2 or account thereof, shall in any event be construed as, offered or admitted in evidence
3 as, received as, or deemed to be evidence for any purpose adverse to Defendant or any
4 Released Party. Nothing in this Agreement, nor any document, statement, proceeding
5 or conduct related to this Agreement, nor any report or account thereof, shall constitute
6 any evidence of an admission, concession, presumption or indication by Defendant or
7 any Released Party of any fault, wrongdoing, culpability, or liability of any kind.
8 Further, Defendant's agreement to certification of an FLSA Nationwide Collective
9 and/or California Class and/or PAGA Representative Group is for settlement purposes
10 only and shall not be construed as, offered or admitted in evidence as, received as, or
11 deemed to be evidence of an admission, concession, presumption or indication by
12 Defendant or any Released Party that certification or treatment as a collective or
13 representative group was or is warranted outside of this settlement context. Nor shall
14 this Agreement be disclosed, referred to, or offered or received in evidence in this
15 Action, or in any other civil, criminal, or administrative action or proceeding, except
16 for the purpose of settling this Action or enforcing this Agreement.

17 52. **Contingent Nature of the Agreement:** The Parties recognize that notice
18 to the FLSA Collective, California Class and PAGA Representative Group of the
19 material terms of this Settlement, as well as Court approval of this Settlement, are
20 required to effectuate the Settlement, and that the Settlement will not become operative
21 until the Court grants final approval of it without any change (unless approved by the
22 Parties), the Settlement becomes final, and the Settlement Effective Date occurs.

23 53. **Cooperation:** The Parties agree to cooperate and take all steps necessary
24 and appropriate to obtain preliminary and final approval of this Settlement Agreement
25 and to have judgement entered in the Action upon complete performance of the terms
26 and conditions of the Settlement Agreement.

27 54. **Class/Collective Certification:** The Parties stipulate and agree that, for
28 settlement purposes only, the requisites for establishing collective action certification

1 under the FLSA pursuant to 29 U.S.C. § 216(b) are met as to the FLSA Collective; the
2 requisites for establishing class certification pursuant to Federal Rule of Civil Procedure
3 23(a) and (b)(3) are met as to the California Class; and that the claims for the PAGA
4 Representative Group could be resolved on a representative basis. Should this
5 Settlement not become final, such stipulation shall become null and void and shall have
6 no bearing on, and shall not be admissible in connection with, the issue of whether or
7 not collective or class certification or representative status would be appropriate in a
8 non-settlement context. Defendant denies that class, collective, or representative action
9 treatment is appropriate in the litigation context or for trial. Defendant further denies
10 that a PAGA action would be appropriate for trial on a representative basis due to the
11 individual nature of the claims alleged, and unmanageability of such at trial.

12 55. **Settlement:** In consideration of the foregoing and other good and valuable
13 consideration, the receipt and sufficiency of which is hereby acknowledged by each
14 Party, it is hereby agreed, by and between the undersigned, subject to final approval of
15 the Court and the other conditions set forth herein, that Named Plaintiffs' and the
16 Settlement Class Members' claims as described herein against Defendant shall be
17 settled, compromised, and resolved on the merits and otherwise dismissed with
18 prejudice, and that the Settlement Class Members' Released Claims shall be finally and
19 fully compromised, settled, released, and dismissed as to the Defendant and Released
20 Parties, in the manner and upon the terms and conditions set forth in this Agreement.

21 **III. RELEASES**

22 56. In exchange for the consideration set forth in this Agreement, Named
23 Plaintiffs and Settlement Class Members agree to release all claims as set forth herein
24 as applicable.

25 a. **Release of Claims by FLSA Settlement Collective Members:**
26 Upon the Settlement Effective Date, all members of the FLSA Settlement Collective
27 shall and hereby do, on behalf of themselves and their heirs, executors, administrators,
28 personal representatives, successors, and assigns, to the fullest extent permitted by law,

1 release and forever discharge each of the Released Parties from any and all claims,
2 obligations, demands, actions, rights, causes of action and liabilities arising under,
3 based on, or alleging a violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et*
4 *seq.* (“FLSA”) that was or could have been pled based upon the factual allegations in
5 the Operative Complaint, whether known or unknown, contingent or accrued, arising
6 during the FLSA Collective Period, including without limitation, all claims for unpaid
7 wages, including overtime wages, regular wages, off-the-clock wage claims, minimum
8 wage claims, claims for failure to reimburse for necessary business expenses, claims for
9 unpaid rest or meal breaks, and any related claims for attorneys’ fees, liquidated
10 damages, interest, litigation expenses or any other costs or expenses (“**FLSA Released**
11 **Claims**”).

12 b. **Release of Claims by California Settlement Class Members:**

13 Upon the Settlement Effective Date, all California Settlement Class Members shall and
14 hereby do, on behalf of themselves and their heirs, executors, administrators, personal
15 representatives, successors, and assigns, to the fullest extent permitted by law, release
16 and forever discharge each of the Released Parties from any and all claims, obligations,
17 demands, actions, rights, causes of action and liabilities, whether known or unknown,
18 contingent or accrued, arising under, based on, or alleging a violation of California’s
19 Wage Orders, the California Labor Code (including, but not limited to, sections 201-
20 203, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2802), the UCL, PAGA, or any other
21 source of state, federal, or local law that was or could have been pled based upon the
22 factual allegations in the Operative Complaint, arising during the California Class
23 Period, including without limitation: all claims for unpaid wages, including overtime
24 wage claims, off-the-clock wage claims, regular wage claims and minimum wage
25 claims; claims for failure to timely pay wages, both during employment and after
26 termination of employment; claims for failure to keep accurate and complete payroll
27 records; claims for failure to provide accurate and complete wage statements; claims
28 for failure to pay all accrued and vested vacation or PTO wages or to comply with laws

1 governing entitlement to vacation or PTO; claims for missed, short, or late meal periods;
2 claims for missed, short, or late rest breaks; claims for failure to reimburse for business
3 expenses; claims for failing to pay wage premiums of any type (including for overtime
4 or missed meal or rest periods); claims for statutory damages, penalties, and/or interest
5 including, but not limited to, recordkeeping penalties, wage statement penalties or
6 damages, minimum-wage penalties, missed meal-period and rest-break penalties,
7 waiting-time penalties, penalties under PAGA; premiums arising from the claims
8 described above under applicable federal, state, or local law as well as applicable
9 regulations and Wage Orders; interest; liquidated damages; and attorneys' fees and
10 costs ("**California Released Claims**"). However, if a California Settlement Class
11 Member has not submitted an Opt-In Consent Form indicating their consent to join the
12 FLSA Settlement Collective, the California Settlement Class Member will not release
13 FLSA claims, although CyraCom retains any and all defenses to any unreleased FLSA
14 claims, including but not limited to based on claims (i) of setoff, or (ii) that the amount
15 paid as to the California Released Claims equals or exceeds the maximum possible
16 amount of recovery available under the FLSA and that any recovery under the FLSA
17 would constitute a prohibited double recovery, or (iii) any other defense that may
18 preclude additional recovery based upon amounts paid or issues adjudicated in this
19 Action.

20 c. **Release of Claims by PAGA Representative Group:** Upon the
21 Settlement Effective Date, Plaintiff Heid, the State of California, and all members of
22 the PAGA Representative Group shall be deemed, on behalf of themselves and their
23 heirs, executors, administrators, personal representatives, successors, and assigns, to
24 the fullest extent permitted by law, to have released and forever discharged each of the
25 Released Parties from any and all claims under the Private Attorneys General Act of
26 2004 ("PAGA") for civil penalties for Labor Code or Wage Order violations identified,
27 pleaded, or otherwise set out in, or which could have been alleged based on the factual
28 allegations in, Plaintiff Heid's letter to the LWDA and/or the Operative Complaint,

arising during the PAGA Period, and including any claims for related attorneys' fees and costs ("**PAGA Released Claims**").

d. **Release of Claims by Named Plaintiffs:** Upon the Settlement Effective Date, Plaintiff Heid, Plaintiff Leeman, and Plaintiff Saraiva shall be deemed, on behalf of themselves and their heirs, executors, administrators, personal representatives successors, and assigns, to the fullest extent permitted by law, to have released and forever discharged each of the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, regular time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief ("**Named Plaintiff Released Claims**"). Upon entry of the Final Approval Order, Named Plaintiffs shall be deemed to have fully, finally, and forever released the Released Parties from all Named Plaintiff Released Claims through the date of Final Approval. Furthermore, upon entry of the Final Approval Order, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Named Plaintiff Released Claims pursuant to Section 1542 of the California Civil Code or pursuant to any other similar statute or law of any other jurisdiction. Section 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing

1 party does not know or suspect to exist in his or her favor at the time of
2 executing the release and that, him or her have materially affected his or
3 her settlement with the debtor or released party.

4 The Parties agree and expressly acknowledge that these releases by Plaintiff
5 Heid, Plaintiff Leeman, and Plaintiff Saraiva include a waiver and release of all claims
6 that each such Named Plaintiff has or may have under the Age Discrimination in
7 Employment Act of 1967, as amended, 29 U.S.C. Section 621, et seq. (“ADEA”). The
8 following terms and conditions apply and are part of the waiver and release of ADEA
9 claims under this Agreement: The waiver and release of claims under the ADEA
10 contained in this Agreement do not cover rights or claims of any such Named Plaintiff
11 that may arise after the date on which such Named Plaintiff signs this Agreement. Each
12 Named Plaintiff is advised to consult an attorney before signing this Agreement. Each
13 Named Plaintiff is granted twenty-one 21 days after she is presented with this
14 Agreement to decide whether or not to sign it. Each Named Plaintiff will have the right
15 to revoke the waiver and release of claims under the ADEA within seven (7) days of
16 signing this Agreement, and this Agreement shall not become effective or enforceable
17 until the eighth (8th) day after each Named Plaintiff has signed this Agreement.
18 Revocation may be made only by written notice of revocation to defense counsel of
19 Mitchell Silberberg & Knupp LLP, Attention Kevin E. Gaut, Esq., 2049 Century Park
20 East, 18th Floor, Los Angeles, California 90067. Each Named Plaintiff hereby
21 acknowledges and agrees that she is knowingly and voluntarily waiving and releasing
22 her rights and claims only in exchange for consideration (something of value) in
23 addition to anything of value to which she already is entitled.

24 In the event any one of the Named Plaintiffs revokes this Agreement under the
25 terms set forth above, CyraCom shall have, in its sole and absolute discretion, the option
26 to terminate this Agreement, at which point this Agreement will be null and void as if
27 it had never been executed. Defendant shall be entitled to exercise these termination
28 rights by providing written notice to Class Counsel at any time within fifteen (15)

1 calendar days of being informed by any Named Plaintiff of her revocation of the ADEA
2 release. In the case of such a termination, the Parties shall be returned to their respective
3 statuses as of the date and time immediately prior to the execution of this Agreement.

4 57. The Releases set forth in this Section III shall also be included in the
5 relevant Notices of Settlement (that is, the California Release, PAGA Release, and
6 FLSA Release shall be included in the California Notice and the FLSA Release shall be
7 included in the FLSA Notice), and each settlement check distributed to Settlement Class
8 Members shall include the following language on the reverse side immediately above
9 the place designated for endorsement language (or words of similar import and effect
10 to further provide notice and understanding of the nature of the consideration provided
11 in this Settlement): “By endorsing this check I acknowledge that I am bound, and so
12 agree to be bound, by the release of claims described in the Notice of Settlement.”

13 58. Upon entry of the Final Approval Order, this Settlement will result in a
14 final judgment releasing and barring under the doctrine of res judicata all the Released
15 Claims.

16 59. Upon the Settlement Effective Date, Named Plaintiffs and Settlement
17 Class Members, to the fullest extent allowed by law, are prohibited from asserting any
18 of the Released Claims, and from commencing, joining in, prosecuting, or voluntarily
19 assisting in a lawsuit or adversarial proceeding against the Released Parties, based on
20 claims released by them in this Settlement. Excluded from this prohibition are any
21 instances where any individual is legally compelled to testify through service of a
22 subpoena or other legal process; however, notice shall be provided to Defendant of any
23 such legal process.

24 **IV. CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

25 60. The Parties agree to the following procedures for obtaining preliminary
26 approval of the Settlement, certifying the FLSA Collective and the California Class,
27 treating the PAGA claims as being entitled to representative status, and notifying the
28 Class/Collective Members of this Settlement:

1 a. **Request for Certification and Preliminary Approval Order:**

2 Class Counsel will prepare a Motion for Preliminary Approval of the Settlement, to be
3 filed not later than December 11, 2023, unless the Parties agree to extend that date.
4 The Motion will seek an order (i) preliminarily certifying the California Class for
5 settlement purposes only; (ii) conditionally certifying the FLSA Collective for
6 settlement purposes only; (iii) preliminarily approving the PAGA Gross Settlement
7 Amount and the representative treatment of PAGA claims; (iv) preliminarily
8 approving this Agreement; (v) approving the Settlement Administrator to mail, e-mail
9 and to send via text message the Notices of Settlement and Opt-in Consent Forms, as
10 applicable, to Class/Collective Members describing the terms of this Agreement and
11 informing them of their rights to opt in, exclude themselves, and submit objections, as
12 applicable; (vi) appointing Class Counsel; (vii) preliminarily enjoining, pending the
13 outcome of the Final Approval Hearing, all Class/Collective Members from
14 commencing, prosecuting or maintaining any claim already asserted in, and
15 encompassed by, this Action, or commencing, prosecuting or maintaining in any court
16 or forum, other than the Court, any claim, action or other proceeding that challenges,
17 or seeks review of or relief from, any order, judgment, act, decision or ruling of the
18 Court in connection with this Agreement; and (viii) setting a date for the Final
19 Approval Hearing (the “**Preliminary Approval Order**”).

20 b. **Notice:** The Settlement Administrator shall be responsible for
21 preparing, printing and mailing, emailing and texting the California Notice to all
22 California Class Members, including all FLSA Collective Members who worked as
23 Interpreters in the State of California during the FLSA Collective Period; and the FLSA
24 Notice to all FLSA Collective Members who are *not also* California Class Members.
25 The Settlement Administrator will also create a website for the Settlement, which will
26 allow Class/Collective Members to view the Notices, this Agreement, and all papers
27 filed by Class Counsel to obtain preliminary and final approval of the Agreement.
28 Additionally, the Settlement website will provide contact information for Class Counsel

1 and the Settlement Administrator and will allow for electronic submission of Opt-In
2 Consent Forms and requests for exclusion. The Settlement Administrator will provide
3 Class Counsel and Defendant's Counsel with a preview of the proposed website. Class
4 Counsel and Defendant's Counsel must approve the website before it goes live and also
5 must approve any modifications to the website. The Settlement Administrator shall also
6 create a toll-free call center to field telephone inquiries from Class/Collective Members
7 during the notice and settlement administration periods. The Settlement Administrator
8 will be directed to take the website and call center down after the 180-day check cashing
9 period for Settlement Award checks.

10 i. No later than fifteen (15) calendar days after entry of the
11 Preliminary Approval Order, CyraCom will provide to the Settlement Administrator a
12 file listing:

13 1. The names, last known addresses, personal and work
14 e-mail addresses if available, cell-phone numbers, if available, and social security
15 numbers of all Class/Collective Members (or, as applicable, other taxpayer
16 identification number);

17 2. For each individual in the FLSA Collective, the
18 number of FLSA FT Workweeks and FLSA PT Workweeks;

19 3. For each individual in the California Class, the number
20 of California FT Workweeks and California PT Workweeks; and

21 4. For each individual in the PAGA Representative
22 Group, the number of PAGA Pay Periods.

23 ii. The Settlement Administrator agrees to; (i) keep this file and
24 the information it contains confidential, (ii) use it only for the purpose of administering
25 this Settlement, and (iii) return it, with all copies, to Defendant's Counsel immediately
26 after the settlement administration is concluded.

27 iii. Within 14 calendar days after receipt of the data on the
28 Class/Collective Members, the Settlement Administrator shall send the California

1 Notice and FLSA Opt-In Consent Form to each California Class Member, including all
2 FLSA Collective Members who worked as Interpreters in the State of California during
3 the FLSA Collective Period; and the FLSA Notice and FLSA Opt-In Consent Form to
4 all FLSA Collective Members who are *not also* California Class Members, by first-class
5 U.S. Mail, postage prepaid, by e-mail, if personal and work e-mail addresses are
6 available, and via text message. The Settlement Administrator shall provide notice to
7 Class Counsel and Defendant's Counsel that the Notices of Settlement have been
8 mailed, e-mailed, texted, and/or otherwise sent.

9 iv. In order to provide the best notice practicable, prior to mailing
10 the Notices of Settlement, the Settlement Administrator will take reasonable efforts to
11 identify current addresses via public and proprietary systems.

12 v. If any Notice of Settlement is returned as undeliverable to the
13 Settlement Administrator, the Parties agree the Settlement Administrator shall make all
14 good faith and reasonable efforts to obtain an updated mailing address, including
15 utilizing the National Change-of-Address database or equivalent, and/or by running a
16 skip trace, and in the event a new address is obtained, the Settlement Administrator shall
17 promptly re-mail the package to the updated mailing address within seven (7) calendar
18 days from the date the Settlement Administrator received the returned mail. The
19 Settlement Administrator shall notify Class Counsel and Defendant's Counsel of any
20 undeliverable packages and the date of any re-mailing if another address is obtained
21 within the seven (7) day period set forth above. The Parties agree that the deadlines
22 contained herein shall not be extended for Class/Collective Members whose Notices
23 were returned as undeliverable and re-mailed pursuant to this paragraph.

24 vi. The Settlement Administrator shall send to all members of the
25 FLSA Collective who have not yet opted in to the case a reminder postcard, a reminder
26 e-mail (if personal and work e-mail addresses are available), and a reminder text
27 message (if personal cellphone numbers are available), twenty (20) calendar days after
28 the mailing date of the initial Notices of Settlement. In addition, the Settlement

1 Administrator shall send to all members of the FLSA Collective who have not yet opted
2 in to the case a second reminder postcard, a reminder e-mail (if a personal and work e-
3 mail addresses are available), and a text reminder (if personal cellphone numbers are
4 available), forty (40) calendar days after the mailing date of the initial Notices of
5 Settlement. Each such reminder will include the applicable deadlines associated with
6 the Settlement, a brief statement of the actions each FLSA Collective Member may take
7 with respect to the Settlement, and the contact information for the Settlement
8 Administrator if the Class Members have any further questions about the Settlement.

9 vii. Defendant will not discourage members of the FLSA
10 Collective from opting in or encourage members of the California Class to opt out. In
11 addition, Defendant will send a notice to current employees advising them that it is their
12 choice whether to participate in the FLSA Collective or California Class Action, and
13 will not face any repercussions or retaliation if they do.

14 c. **California Class Procedures:**

15 i. **Notice Period:** California Class Members will have sixty
16 (60) days from the date of mailing the California Notice to submit a written request
17 for exclusion or objection.

18 ii. **Requests for Exclusion:** Any California Class Member
19 other than Plaintiff Heid and Plaintiff Leeman who wishes to be excluded from the
20 California Settlement Class must send a written request to be excluded to the Settlement
21 Administrator via mail, e-mail or the Settlement website. The request must contain the
22 California Class Member's name, address, telephone number, and signature and clearly
23 state that the California Class Member "opts out" or otherwise requests exclusion from
24 the California Settlement Class. The timeliness of the written request for exclusion will
25 be measured by the date it is postmarked or the date it is received via e-mail or via the
26 Settlement website. No written request for exclusion will be honored if it is
27 postmarked or received via e-mail or via the Settlement website later than the final day
28 of the California Class Notice Period. The Settlement Administrator will report any

1 requests for exclusion received to Class Counsel and Defendant's Counsel within five
2 business days of receiving the same.

3 iii. **Objections to Settlement:** Any California Settlement Class
4 Member who receives the California Notice, other than Named Plaintiffs, may object
5 to this Settlement, provided that, within the California Class Notice Period, such
6 objections are made in writing and filed with the Court and served on Class Counsel
7 and Defendant's Counsel. In order for their objection to be considered, the California
8 Settlement Class Member must file a timely objection with the Court, stating: his or her
9 name and address, the title of the Action and case number, a description of his or her
10 objections, the reasons for the objections, whether the objections apply only to the
11 objector, a specific subset of the California Class, or the entire California Class, a
12 statement about whether or not the objector or his or her lawyer will appear at the Final
13 Approval Hearing, and his or her signature. No individual may be heard at the Final
14 Approval Hearing who has not complied with this requirement. The California Notice
15 shall advise California Class Members that objections shall only be considered if the
16 California Class member has not excluded themselves from the Settlement. Any
17 individual who fails to comply with this requirement will be deemed to have waived
18 any right to object and any objection to the Settlement.

19 iv. Upon receipt, counsel for the Parties shall promptly exchange
20 with one another all objections, requests for exclusion and/or challenges to the
21 Settlement or any part thereto that the Parties receive directly and not through the
22 Settlement Administrator.

23 v. **Effect of response or non-response.**

24 1. Each California Class Member who does not timely
25 and validly request to be excluded shall be a California Settlement Class Member; shall
26 be bound by the California Release and the dismissal with prejudice; and shall be
27 entitled to a California Settlement Award. The California Releases will be effective as
28 to all such California Class Members whether or not they cash their settlement checks.

2. Any California Class Member who timely and validly requests to be excluded from the California Class shall not be bound by the California Release or the dismissal with prejudice, and shall not be entitled to a California Settlement Award.

d. FLSA Collective Procedures:

i. **Notice Period:** FLSA Collective Members will have sixty (60) days from the date of mailing of the Notices of Settlement to submit to the Settlement Administrator a signed FLSA Opt-In Consent Form via mail or e-mail or by signing the FLSA Opt-In Consent Form via the Settlement Administrator's software which results in confirmed signatures delivered electronically to the Settlement Administrator on the Settlement website. The timeliness of the FLSA Opt-In Consent Form will be measured by the date it is postmarked or the date it is received via e-mail or on the Settlement website. Other than an express agreement, in writing, between the Parties, no FLSA Opt-In Consent Form will be honored if it is postmarked later than the last date in the Collective Notice Period or received via e-mail or the Settlement website later than the last date in the Collective Notice Period.

ii. **FLSA Opt-In Consent Forms:** The Settlement Administrator will send copies of any FLSA Opt-In Consent Forms received from FLSA Collective Members to Class Counsel and Defendant's Counsel within five business days of receiving the same.

iii. Class Counsel will file with the Court all FLSA Opt-In Consent Forms received from FLSA Collective Members on or before the date of filing of the Motion for Final Approval.

iv. Effect of Response and Non-Response:

1. Each FLSA Collective Member who submits a timely and valid FLSA Opt-In Consent Form shall be an FLSA Settlement Collective Member; shall be bound by the FLSA Release and the dismissal with prejudice; and shall be entitled to an FLSA Settlement Award. The FLSA Releases will be effective as to all

1 such FLSA Collective Members whether or not they cash their settlement checks.

2 2. Any FLSA Collective Member who does *not* submit a
3 timely and valid FLSA Opt-In Consent Form shall not be bound by the FLSA Release
4 or the dismissal with prejudice, and shall not be entitled to an FLSA Settlement Award.

5 e. **Inquiries or Communications from Class/Collective Members:**
6 The Settlement Administrator will respond to all inquiries or communications from
7 Class/Collective Members by reference to the Settlement Agreement. If any inquiries
8 cannot be resolved by reference to the Settlement Agreement, the Settlement
9 Administrator shall raise such issue with Class Counsel and Defendant's Counsel for
10 resolution. The Parties agree to cooperate to resolve any post-settlement inquiries or
11 communications with Class/Collective Members.

12 f. **Settlement Administrator's Declaration:** Not later than fourteen
13 (14) days before the date by which the Parties are required to file the Motion for Final
14 Approval of the Settlement, the Settlement Administrator will provide to Class Counsel
15 and Defendant's Counsel a signed declaration suitable for filing in Court attesting to its
16 due diligence and compliance with all of its obligations under this Agreement including,
17 but not limited to, its mailing of Notices of Settlement, the Notices of Settlement
18 returned as undelivered, the re-mailing of Notices of Settlement, attempts to locate
19 Class/Collective Members, the total number of requests for exclusion it received (both
20 valid or invalid) from California Class Members, and the final number of FLSA
21 Collective Members who timely opted in to the Settlement; and shall attach a list of all
22 California Class Members who submitted timely, valid requests for exclusion and a list
23 of all FLSA Collective Members who submitted timely Opt-In Consent Forms. The
24 Settlement Administrator will supplement its declaration as needed or requested by the
25 Parties and/or the Court. Class Counsel is responsible for filing the Settlement
26 Administrator's declaration(s) in Court.

27 61. **Final Approval Hearing.** Within thirty (30) days after the expiration of
28 the Collective Notice Period, and at least fifteen (15) days prior to the Fairness Hearing,

1 Class Counsel will file a Motion for Final Approval of the Settlement. The Motion for
2 Final Approval will apply to the Court for an Order finally approving the Settlement as
3 fair, adequate and reasonable, and will submit a proposed final order and judgment that
4 accomplishes the following:

5 a. Certifies this Action as an FLSA collective action under 29 U.S.C.
6 § 216(b), as a class action under Fed. R. Civ. Pro. 23, and as a PAGA representative
7 action for purposes of settlement only;

8 b. Finds dissemination of the Notices of Settlement was accomplished
9 as directed and met the requirements of due process;

10 c. Approves the Settlement, adjudging the terms thereof to be fair,
11 reasonable and adequate;

12 d. Directs that the Gross Settlement Amount be distributed in
13 accordance with the terms of this Agreement;

14 e. Approves Class Counsel's attorneys' fees not to exceed \$900,000.00
15 and costs and expenses not to exceed \$36,000;

16 f. Approves Named Plaintiffs' Service Awards not to exceed
17 \$7,500.00 each, for a total of \$22,500.00;

18 g. Approves Settlement Administration Fees not to exceed \$50,000.00;

19 h. Approves the PAGA Gross Settlement Amount of \$250,000.00;

20 i. Excludes from the California Settlement Class those persons who
21 properly and timely request exclusion;

22 j. Enters judgment with respect to the claims of Named Plaintiffs, the
23 California Settlement Class, the FLSA Settlement Collective, and the PAGA
24 Representative Group; declares that Named Plaintiffs are bound by the Named Plaintiff
25 Release, all California Settlement Class Members are bound by the California Release,
26 all FLSA Settlement Collective Members are bound by the FLSA Release, and all
27 PAGA Representative Group Members are bound by the PAGA Release; permanently
28 bars these Settlement Group Members from prosecuting the Released Claims; and

1 otherwise dismisses the Action with prejudice.

2 k. Retains continuing jurisdiction over this Action for purposes only of
3 overseeing all settlement administration matters.

4 **IV. SETTLEMENT FUNDS, AWARD CALCULATION, AND SETTLEMENT**
5 **DISTRIBUTION**

6 62. **Gross Settlement Amount:** Defendant agrees to pay an amount not to
7 exceed the Gross Settlement Amount in exchange for the release of the Settlement Class
8 Members' Released Claims and the dismissal of the Action with prejudice. The
9 following amounts shall be paid from the Gross Settlement Amount: (i) all Settlement
10 Awards to all Settlement Class Members, which shall include penalties, liquidated
11 damages, interest, and the employee wage withholdings, the Employer Payroll Taxes
12 owed as a result of any portion of the payments to the Settlement Class Members that
13 constitute wages; (ii) Approved Service Awards; (iii) Approved Administration Costs;
14 (iv) Approved Attorneys' Fees and Costs; (v) payments to the PAGA Representative
15 Group; and (vi) payments to the LWDA. The Parties agree that Defendant will have no
16 obligation to pay any amount in connection with this Agreement or the payment of
17 wages under this Agreement apart from the Gross Settlement Amount. The Parties
18 recognize that the amount allocated to the FLSA Collective may not be entirely claimed
19 by all FLSA Collective Members. In that case, the amount allocated to the FLSA
20 Collective and the Gross Settlement Amount shall be adjusted and reduced as set forth
21 in Paragraph 65(f)(iii)(2) below.

22 63. **Funding of Settlement:** No later than fourteen (14) business days after the
23 Settlement Effective Date, Defendant will deliver to the Settlement Administrator the
24 Gross Settlement Amount as adjusted to reflect the amount allocated to the FLSA
25 Collective, which was not claimed by FLSA Collective Members. All of Defendant's
26 obligations to the Settlement Classes and Class Counsel under this Settlement
27 Agreement are deemed to be satisfied upon Defendant's timely deposit of the Gross
28 Settlement Amount (as reduced with respect to only the amount allocated to the FLSA

1 Collective, which was not claimed by FLSA Collective Members) and
2 acknowledgement of receipt of said funds and Defendant shall have no further
3 obligation to the Settlement Classes including, without limitation, any further
4 obligations to make any other payments of any kind to, or on behalf of, the Settlement
5 Classes.

6 **64. Qualified Settlement Fund:** The Parties agree the Gross Settlement
7 Amount will qualify and be characterized as a Qualified Settlement Fund (“QSF”) under
8 the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, and the QSF
9 will be taxed as a separate entity for purposes of all federal, state and local taxes, and
10 further agree to treat the QSF on a basis consistent therewith, that the QSF will be
11 characterized as the employer of all Settlement Class Members for purposes of
12 determining all tax obligations associated with any and all payments under the
13 Settlement, and the QSF will bear full responsibility for all taxes associated with the
14 QSF and Settlement Payments under the Settlement. All taxes (including any interest
15 or penalties) arising with respect to income earned by the QSF, shall be paid from the
16 QSF. All expenses and costs incurred in connection with the operation and
17 implementation of the QSF (including without limitation, expenses of attorneys and/or
18 accountants and mailing and distribution expenses related to filing (or failing to file)
19 any necessary tax returns) shall be included in the Settlement Administration Costs.
20 The Employer Payroll Taxes owed by the QSF as an employer shall be paid to the
21 Settlement Administrator from the Gross Settlement Amount.

22 **65. Payments:** Subject to the Court’s Final Approval Order, the following
23 amounts shall be paid by the Settlement Administrator from the Gross Settlement
24 Amount:

25 **a. Service Awards to Named Plaintiffs:** Plaintiffs’ counsel will
26 petition the Court to award Plaintiff Heid, Plaintiff Leeman, and Plaintiff Saraiva
27 service awards in the amount of Seven Thousand Five Hundred Dollars and No Cents
28 (\$7,500.00) each, for a total of Twenty-Two Thousand Five Hundred Dollars and No

1 Cents (\$22,500.00). Defendant will not oppose such application. If the Court awards
2 lesser amounts, it shall not affect the terms of the Parties' Settlement. Approval of the
3 Settlement shall not be contingent upon approval of the service awards. Any portion of
4 the requested amount not approved shall be part of the Net Settlement Amount. The
5 Approved Service Awards shall be paid to Named Plaintiffs out of the Gross Settlement
6 Amount. The Settlement Administrator shall issue an IRS Form 1099 for each
7 Approved Service Award. The Settlement Administrator shall pay the Approved
8 Service Awards to Named Plaintiffs within thirty (30) calendar days after the Settlement
9 Effective Date or as soon as reasonably practicable.

10 b. **Attorneys' Fees and Costs:** Class Counsel will petition the Court
11 to approve a payment of attorneys' fees and costs to reimburse their reasonable
12 attorneys' fees and expenses incurred to prosecute the Action in the following amounts:
13 (i) Attorneys' Fees of Nine Hundred Thousand Dollars and No Cents (\$900,000.00),
14 which is one-third of the Gross Settlement Amount; and (ii) reimbursement of actual
15 out-of-pocket expenses, which are currently estimated as \$30,574.78, and which shall
16 not exceed \$36,000. Approval of the Settlement shall be contingent upon the Court's
17 not reducing the attorneys' fee award and expense award by more than 10% of the
18 requested amount. Any portion of the requested amount not approved, if there is no
19 appeal taken by Class Counsel, shall be part of the Net Settlement Amount and allocated
20 equally between the FLSA Collective, California Class, and PAGA Representative
21 Group. Class Counsel retains their right to appeal any decision by the Court regarding
22 their Attorneys' Fees and Costs and may elect—at their discretion—to appeal any
23 reduction in Attorneys' Fees and Costs awarded by the Court. The Approved Attorneys'
24 Fees and Costs will be paid from the Gross Settlement Amount to Class Counsel. The
25 Settlement Administrator shall issue an IRS Form 1099 for the Attorneys' Fees and
26 Costs. The Settlement Administrator shall pay the Attorneys' Fees and Costs to Class
27 Counsel within thirty (30) calendar days after the Settlement Effective Date or as soon
28 as reasonably practicable.

1 c. **Settlement Administration Costs:** Class Counsel will petition the
2 Court to reimburse the cost of the Settlement Administrator in an amount not to exceed
3 \$50,000.00. If the Court does not approve the full administration costs approved, the
4 Parties will meet and confer in good faith about how to redress that issue, but absent
5 some new agreement, this Settlement shall be conditional on Court approval of costs of
6 Settlement Administration. The Approved Administration Costs shall be paid to the
7 Settlement Administrator from the Gross Settlement Amount.

8 d. **Labor and Workforce Development Agency Payment:** Subject to
9 Court approval, the Parties agree that the amount of Two Hundred Fifty Thousand
10 Dollars and No Cents (\$250,000.00) from the Gross Settlement Amount will be paid in
11 settlement of all individual and representative claims brought in the Action by or on
12 behalf of Plaintiff Heid, Plaintiff Leeman, and the PAGA Representative Group under
13 PAGA (“PAGA Gross Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent
14 (75%) of the approved PAGA Gross Settlement Amount will be paid to the Labor and
15 Workforce Development Agency ("LWDA") and Twenty Five Percent (25%) shall
16 become the “Net PAGA Amount” and shall be distributed to the PAGA Representative
17 Group as set forth herein. The Settlement Administrator shall make the payment to the
18 LWDA within thirty (30) days after the Settlement Effective Date or as soon as
19 reasonably practicable.

20 e. **Net Settlement Amount.** The Net Settlement Amount represents
21 the Gross Settlement Amount minus the payments above in the amounts approved.

22 f. **Settlement Payments to Settlement Class Members:**

23 i. **PAGA Settlement Award:**

24 1. The Net PAGA Amount will be allocated on the basis
25 of each PAGA Representative Group Member’s total PAGA Pay Periods. The
26 Settlement Administrator will add together the total PAGA Pay Periods worked by all
27 PAGA Representative Group Members and the resulting sum will be divided into the
28 Net PAGA Amount to reach a per-pay-period dollar figure. That figure will then be

1 multiplied by each PAGA Representative Group Member's number of PAGA Pay
2 Periods to determine the PAGA Representative Group Member's PAGA Settlement
3 Award.

4 2. Each PAGA Settlement Award shall be allocated as
5 follows: 100% will be considered penalties and interest. The Settlement Administrator
6 shall issue an IRS Form 1099 for the PAGA Settlement Awards. PAGA Representative
7 Group Members assume full responsibility and liability for any taxes owed on their
8 PAGA Settlement Payments.

9 ii. **California Settlement Awards:**

10 1. 50% of the Net Settlement Amount (the "Net
11 California Settlement Amount") will be allocated to California Settlement Class
12 Members on the following basis. Each California PT Workweek will be equal to one
13 (1) California Settlement Share. Each California FT Workweek will be equal to one and
14 one-half (1.5) California Settlement Shares. The Settlement Administrator will add
15 together the total California Settlement Shares for all California Settlement Class
16 Members and the resulting sum will be divided into the California Net Settlement
17 Amount to reach a per-California-Settlement-Share dollar figure. That figure will then
18 be multiplied by each California Settlement Class Member's number of California
19 Settlement Shares to determine the California Settlement Class Member's "California
20 Settlement Award."

21 2. Each California Settlement Award shall be allocated as
22 follows: 20% will be considered wages; and 80% will be considered liquidated
23 damages, penalties and interest. The amounts paid as wages shall be subject to all tax
24 withholdings customarily made from an employee's wages and all other authorized and
25 required withholdings and shall be reported on IRS Form W-2. The Settlement
26 Administrator shall effectuate federal and applicable state income and employment tax
27 withholding as required by law with respect to 20% of each California Settlement
28 Award distributed. The Settlement Administrator shall calculate and timely pay from

1 the California Net Settlement Amount the Employer Payroll Taxes owed on any wages
2 paid to California Settlement Class Members. Employer Payroll Taxes and employee
3 withholdings from the salary amounts will be remitted by the Settlement Administrator
4 from the Qualified Settlement Fund to the appropriate governmental authorities. The
5 remaining 80% of each California Settlement Award shall be treated as non-wage
6 liquidated damages, penalties and interest, to be reported on an IRS Form 1099, and
7 shall not be subject to FICA and FUTA withholding taxes.

8 iii. **FLSA Settlement Awards:**

9 1. 50% of the Net Settlement Amount (the “Net FLSA
10 Settlement Amount”) will be allocated for potential payment to FLSA Collective
11 Members. FLSA Settlement Awards will be calculated on the basis of each FLSA
12 Collective Member’s total FLSA PT Workweeks and FLSA FT Workweeks. Each
13 FLSA PT Workweek will be equal to one (1) FLSA Settlement Share. Each FLSA FT
14 Workweek will be equal to one and one-half (1.5) FLSA Settlement Shares. The
15 Settlement Administrator will add together the total FLSA Settlement Shares for all
16 FLSA Collective Members and the resulting sum will be divided into the FLSA Net
17 Settlement Amount to reach a per-FLSA-Collective Member figure. That figure will
18 then be multiplied by each FLSA Collective Member’s number of FLSA Settlement
19 Shares to determine the calculation of that FLSA Collective Member’s “FLSA
20 Settlement Award.”

21 2. If less than all FLSA Collective Members opt in, that
22 will not affect the amount paid to FLSA Settlement Collective Members for their FLSA
23 Settlement Award. The calculation of each FLSA Settlement Collective Member’s
24 FLSA Settlement Award shall be fixed and calculated as noted in the Paragraph above
25 by including the workweeks of all FLSA Collective Members whether or not they opt
26 in and become FLSA Settlement Collective Members. However, the Net FLSA
27 Settlement Amount (and Gross Settlement Amount) shall be reduced if less than all
28 FLSA Collective Members make a claim to the amount allocated to the FLSA

1 Collective. In that event, Defendant shall not be obligated to pay the amounts allocated
2 to the FLSA Collective Members who do not opt in and so do not become FLSA
3 Settlement Collective Members: Only FLSA Settlement Collective Members will be
4 paid their FLSA Settlement Award.

5 3. Each FLSA Settlement Award shall be allocated as
6 follows: 50% will be considered wages; and 50% will be considered liquidated
7 damages, penalties and interest. The amounts paid as wages shall be subject to all tax
8 withholdings customarily made from an employee's wages and all other authorized and
9 required withholdings and shall be reported on IRS Form W-2. The Settlement
10 Administrator shall effectuate federal and applicable state income and employment tax
11 withholding as required by law with respect to 50% of each FLSA Settlement Award
12 distributed. The Settlement Administrator shall calculate and timely pay from the FLSA
13 Net Settlement Amount the Employer Payroll Taxes owed on any wages paid to FLSA
14 Settlement Collective Members. Employer Payroll Taxes and employee withholdings
15 from the salary amounts will be remitted by the Settlement Administrator from the
16 Qualified Settlement Fund to the appropriate governmental authorities. The remaining
17 50% of each FLSA Settlement Award shall be treated as non-wage liquidated damages,
18 penalties and interest, to be reported on an IRS Form 1099, and shall not be subject to
19 FICA and FUTA withholding taxes.

20 iv. **Tax Liability:** Class Counsel and Defendant's Counsel do
21 not intend this Settlement Agreement to constitute legal advice relating to the tax
22 liability of any Settlement Class Member. To the extent that this Settlement Agreement,
23 or any of its attachments, is interpreted to contain or constitute advice regarding any
24 federal, state or local tax issue, such advice is not intended or written to be used, and
25 cannot be used, by any person for the purpose of avoiding any tax liability or penalties.
26 The Parties, all Counsel, and all Settlement Class Members understand and agree that
27 they will be solely responsible for the payment of their own portion of any taxes and
28 penalties assessed on the payments that they receive or pay.

1 v. Settlement Class Members shall not, on account of receiving
2 any Settlement Award, be entitled to any other or additional compensation, benefits,
3 contributions, or matching employer funding of any kind under any agreement or plan
4 governing benefits or compensation (such as but not limited to any agreements or plans
5 for incentives, stock options, retirement, deferred compensation) regardless of any
6 contrary language or provisions in any such agreement or plan. The Settlement Awards
7 shall be the sole benefit to the Settlement Class Members under this Agreement.

8 vi. **Report of Settlement Awards:** The Settlement
9 Administrator shall provide Class Counsel and Defendant's Counsel with a final report
10 of the calculation of all PAGA Settlement Awards, California Settlement Awards, and
11 FLSA Settlement Awards within fourteen (14) days after the Settlement Effective Date.
12 Class Counsel and Defendant's Counsel shall approve the Settlement Awards within
13 five (5) days after the Settlement Administrator provides the final Report.

14 vii. **Distribution of Settlement Awards:** The Settlement
15 Administrator shall mail all Settlement Awards to Settlement Class Members within
16 forty-five (45) days after the Settlement Effective Date or as soon as reasonably
17 practicable. The face of each check shall prominently state the date (not less than 180
18 days after the date of mailing) when the check will be voided. Each settlement check
19 distributed to Settlement Class Members shall include the following language on the
20 reverse side immediately above the place designated for endorsement language (or
21 words of similar import and effect to further provide notice and understanding of the
22 nature of the consideration provided in this Settlement): "By endorsing this check I
23 acknowledge that I am bound, and so agree to be bound, by the releases of claims
24 described in the Notice of Settlement." The Settlement Administrator may, but is not
25 required to, send Settlement Class Members a single check combining any payments to
26 which each individual is entitled. The Settlement Administrator shall then provide
27 written certification of mailing to Class Counsel and Defendant's Counsel.

28 viii. If any Settlement Award check is returned as undeliverable to

1 the Settlement Administrator, the Parties agree the Settlement Administrator shall make
2 all good faith and reasonable efforts to obtain an updated mailing address, including
3 utilizing the National Change-of-Address database or equivalent, and/or by running a
4 skip trace, and in the event a new address is obtained, the Settlement Administrator shall
5 promptly re-mail the package to the updated mailing address within seven (7) calendar
6 days from the date the Settlement Administrator received the returned mail. The
7 Settlement Administrator shall notify Class Counsel and Defense Counsel of any
8 undeliverable packages and the date of any re-mailing if another address is obtained
9 within the seven (7) day period set forth above. The Settlement Administrator shall
10 promptly send a replacement check to any Settlement Class Member whose original
11 check was lost or misplaced, requested by the Settlement Class Member prior to the
12 void date.

13 ix. The FLSA and California Class Notices shall provide the
14 workweeks and PAGA Periods used to calculate the amounts allocated to a
15 Class/Collective Member. If any Class/Collective Member disputes such information,
16 the Class/Collective Member may state the basis of his or her disagreement and submit
17 documentation supporting his or her position, by not later than the corresponding
18 deadline date. The Settlement Administrator shall notify Class Counsel and Defendant's
19 counsel of any dispute so raised. Within ten (10) calendar days of notification, Class
20 Counsel and Defendant's counsel shall be required to provide written notice and any
21 additional documentation to the Settlement Administrator and the opposing counsel if
22 either Class Counsel or Defendant's Counsel disputes the position of the
23 Collective/Class Member. After providing any such notice or documentation, the
24 Claims Administrator will notify Class Counsel and Defendant's counsel of any
25 remaining discrepancy. If Class Counsel and Defendant's Counsel are unable to agree
26 on the resolution of any such disputed claim, then the Settlement Administrator shall
27 make the determination. To the extent any challenge affects the calculation of amounts
28 allocated under this Agreement, such amounts shall be recalculated using the

1 information resulting from the challenge.

2 x. **Valid Period for Settlement Awards:** All Settlement Award
3 checks shall remain valid and negotiable for one hundred eighty (180) days from the
4 date of their issuance and may thereafter automatically be canceled if not cashed within
5 that time, at which time the right to recover any Settlement Award will be deemed void
6 and of no further force and effect. With ninety (90) days remaining, a reminder letter
7 will be sent via U.S. mail and e-mail (if a personal e-mail address is available) to those
8 who have not yet cashed their settlement check(s) to remind them to do so. At the
9 conclusion of the 180 day check cashing deadline, any California Settlement Class
10 Members who have not cashed their California Settlement Award checks shall
11 nevertheless be deemed to have finally and forever released California Released Claims,
12 PAGA Released Claims, and Named Plaintiff Released claims, as applicable. One-
13 hundred and eighty (180) days from the date which appears on the Settlement checks,
14 the Settlement Administrator will void the uncashed California Settlement Class checks
15 and send the corresponding unclaimed funds for California Settlement Class Members
16 or PAGA Representative Group Member to the State Controller's Office in the name of
17 the California Settlement Class Member. Any funds owed to FLSA Settlement
18 Collective Members who have not cashed their settlement checks shall be returned to
19 Defendant upon expiration of the 180-day period.

20 xi. **Final Report by Settlement Administrator:** Within ten (10)
21 days after the Settlement Administrator disburses all funds in the Gross Settlement
22 Amount, the Settlement Administrator will provide Class Counsel and Defendant's
23 Counsel with a final report detailing its disbursements of all payments made under this
24 Agreement. At least fifteen (15) days before any deadline set by the Court, the
25 Settlement Administrator will prepare, and submit to Class Counsel and Defendant's
26 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
27 all payments required under this Agreement. Class Counsel is responsible for filing the
28 Settlement Administrator's declaration in Court.

1 **V. NULLIFICATION OF SETTLEMENT**

2 66. **Non-Approval of the Settlement Agreement:** This Settlement
3 Agreement is subject to approval by the Court. A failure of the Court to approve any
4 material term of this Settlement Agreement shall render the entire Settlement
5 Agreement voidable and unenforceable. The Party adversely affected thereby shall
6 have the right, but not the obligation, to void the Agreement.

7 67. **Vacation, Reversal, or Material Modification of Final Approval**
8 **Order on Appeal or Review:** If, after appeal, a court vacates, reverses, or modifies
9 the Final Approval Order such that there is a material modification to this Settlement
10 Agreement and that court's decision is not completely reversed, and the Final
11 Approval Order is not fully affirmed on review by a higher court, then the Party
12 adversely affected thereby shall have the right, but not the obligation, to void the
13 Agreement.

14 68. **Reduction of Service Award or Attorneys' Fees and Costs.** A
15 reduction of the proposed Service Award shall not constitute a vacation, reversal, or
16 material modification of this Agreement or the Final Approval Order. However, a
17 reduction of Attorneys' Fees and Costs in an amount more than 10% of those sought
18 shall constitute a vacation, reversal, or material modification of this Agreement or the
19 Final Approval Order.

20 69. **Opt-Outs.** If 10% or more of the California Class opts out of the
21 settlement set forth in this Agreement, Defendant may, in its sole and absolute
22 discretion, void this Agreement.

23 70. **Manner of Exercising Effect of Nullification Rights.** Any right to void
24 this Agreement shall be exercised within 30 days after the affected Party has been
25 informed in writing of the condition triggering the right to void. The right shall be
26 exercised by providing written notice to the other Parties. If this Settlement Agreement
27 is voided or the Settlement Effective Date or Final Approval does not occur, this
28 Settlement Agreement shall have no force or effect; all negotiations, statements and

1 proceedings related thereto shall be without prejudice to the rights of any party, all of
2 whom shall be restored to their respective positions in the Action prior to the Settlement;
3 and neither this Settlement Agreement or the facts and circumstances leading to it
4 including negotiating over its terms, nor any ancillary documents, actions or filings,
5 shall be admissible or offered into evidence in the Action, arbitration, or any other
6 action for any purpose. Furthermore, both the Parties and their counsel shall maintain
7 the confidentiality of the settlement negotiations and shall not share such discussions
8 with any potential party or any other individual.

9 71. In the event this Settlement Agreement is voided or the Settlement
10 Effective Date or Final Approval does not occur, Defendant shall not be obligated to
11 make any payments to anyone under this Settlement Agreement and the Parties will be
12 restored to their respective positions in the Action prior to the Settlement without
13 prejudice to any party, except that Defendant will pay any costs incurred by Settlement
14 Administrator for sending out CAFA notices described in Paragraph 73 below.

15 **VI. MISCELLANEOUS**

16 72. **Submissions to the LWDA:** At the same time as they submit this
17 Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall
18 submit a copy of this Agreement to the LWDA, as required by California Labor Code
19 § 2699(l)(2). Within ten (10) days following the Settlement Effective Date, Class
20 Counsel shall submit a copy of the Final Approval Order and Judgment entered by the
21 Court to the LWDA, as required by California Labor Code § 2699(l)(3).

22 73. **CAFA Compliance:** No later than ten (10) days after the filing of the
23 Motion for Preliminary Approval, the Settlement Administrator will, in accordance with
24 the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b), serve notice of the
25 Parties’ proposed settlement to the Attorney General of the United States, the California
26 State Attorney General, and the Attorneys General of the other states where the
27 California Class Members currently reside.

28 74. **Privacy of Documents and Information:** The Named Plaintiffs and

1 Class Counsel agree that none of the documents and information provided to them by
2 Defendant, including, but not limited to, the documents and information received in
3 connection with the Action through formal or informal discovery, the administration
4 of this settlement, or any other means, shall be used for any purpose other than
5 prosecution of this Action and the administration of this Agreement.

6 75. **Defendant's Legal Fees:** Defendant's legal fees and expenses in this
7 Action shall be borne by Defendant.

8 76. **Class Counsel's Legal Fees:** The payment of the fees and costs to Class
9 Counsel provided for in this Agreement (i) shall constitute full and final satisfaction
10 of the obligation to pay any amounts to any person, attorney or law firm for attorneys'
11 fees, expenses or costs incurred by or on behalf of the Named Plaintiffs or any of the
12 Class/Collective Members in connection with this Action, and (ii) shall relieve
13 Defendant and their counsel of any claims or liability to any person, attorney or law
14 firm for any attorneys' fees, expenses or costs to which any of them may claim to be
15 entitled on behalf of the Named Plaintiff or any of the Class/Collective Members
16 arising out of or relating to any of the allegations in the Operative Complaint in this
17 Action or any of the Claims released or discharged in this Agreement. In exchange for
18 such payment, Class Counsel will remise, release, and forever discharge any and all
19 attorneys' liens on the Settlement Amount and other payments made pursuant to this
20 Agreement.

21 77. **Computation of Time:** For purposes of this Agreement, if the prescribed
22 time period in which to complete any required or permitted action expires on a Saturday,
23 Sunday, or legal holiday (as defined by Fed. R. Civ. P. 6(a)(6)), such time period shall
24 be continued to the following business day. The term "days" shall mean calendar days
25 unless otherwise noted.

26 78. **No Solicitation:** The Parties separately agree that they and their respective
27 counsel and employees will not solicit any Class/Collective Member to opt out of, or
28 not opt-in to, or object to the Settlement, or appeal from the Judgment.

1 79. **Notices:** Unless otherwise specifically provided in this Agreement, all
2 notices, demands or other communications under this Agreement will be in writing
3 and will be deemed to have been duly given as of the third business day after emailing
4 or mailing by U.S. registered or certified mail, return receipt requested, addressed as
5 follows:

6
7 To the Named Plaintiffs:

8 Brian S. Kabateck
9 Shant Karnikian
10 Jerusalem F. Beligan
11 Kabateck LLP
12 633 W. Fifth Street, Suite 3200
13 Los Angeles, CA 90071
14 Email: jfb@kbklawyers.com

15 James L. Simon
16 Simon Law Co.
17 5000 Rockside Road
18 Liberty Plaza – Suite 520
19 Independence, OH 44131
20 james@simonsayspay.com

21 Michael L. Fradin
22 Fradin Law, LLC
23 8401 Crawford Ave., Ste. 104
24 Skokie, IL 60076
25 mike@fradinlaw.com

26 To the Defendant:

27 Kevin E. Gaut
28 Mitchell, Silberberg & Knapp
29 2049 Century Park E., Fl 18
30 Los Angeles, CA 90067
31 keg@msk.com

32 Scott W. Rodgers
33 Kristin L. Windtberg

1 Osborn Maledon
2 2929 North Central Avenue, 21st Floor
3 Phoenix, AZ 85012
4 srodgers@omlaw.com

5 80. **Amendment or Modification:** This Agreement may not be changed,
6 altered, or modified except in writing and signed by the Parties' counsel. This
7 Agreement may not be discharged except by performance in accordance with its terms
8 or by a writing signed by the Parties. The waiver by one Party of any breach of this
9 Agreement will not be deemed to be a waiver of any prior or subsequent breach.

10 81. **Entire Settlement Agreement:** This Settlement Agreement and
11 attachments constitutes the entire agreement between the Parties relating to the
12 Settlement and transactions contemplated hereby, and all prior or contemporaneous
13 agreements, understandings, representations, and statements, whether oral or written
14 and whether by a Party or such Party's legal counsel, are merged herein. The Parties
15 expressly acknowledge that they have not relied on any representations or promises not
16 expressly contained in this Settlement Agreement. No rights hereunder may be waived
17 except in writing.

18 82. **Privacy/Publicity.** The terms of this Agreement shall remain confidential
19 until the filing of Plaintiffs' Motion for Preliminary approval. Plaintiffs and Class
20 Counsel will not publicize or promote the fact, terms, or amount of this Agreement or
21 the claims being settled through any public statements, press release, press conference,
22 or postings on social media or websites or other public means. If asked for comment by
23 the media or third parties, Plaintiffs and Class Counsel shall respond only with "no
24 comment" or statements agreed to by Defendant. Class Counsel may refer to the
25 settlement in adequacy of counsel declarations, and following Preliminary Approval,
26 may state on their websites that they settled a wage and hour class action in federal court
27 for the gross settlement amount of \$2,700,000, and generally describe the claims at
28 issue, provided that they describe Defendant only as a "Defendant Employer." Further,

1 the Parties understand and agree that Plaintiffs' counsel may disclose this Settlement if
2 ordered to do so by the Court, *e.g.*, post any settlement documents/orders on their
3 respective websites and/or provide information to Settlement Class Members about this
4 Settlement.

5 **83. Authorization to Enter Into Settlement Agreement:** The signatories
6 hereby represent that they are fully authorized to enter into this Settlement Agreement
7 and bind the Parties hereto to the terms and conditions hereof.

8 **84. Binding Scope; No Prior Assignments:** This Settlement Agreement shall
9 be binding upon and inure to the benefit of the Parties hereto and their respective heirs,
10 trustees, executors, administrators, and successors. The Parties hereto represent,
11 covenant, and warrant that they have not directly or indirectly, assigned, transferred,
12 encumbered, or purported to assign, transfer or encumber to any person or entity any
13 portion of any liability, claim, demand, action, cause of action, or rights herein released
14 and discharged.

15 **85. Counterparts:** This Settlement Agreement may be executed in one or
16 more counterparts, and when each of the undersigned has signed and delivered at least
17 one such counterpart, each counterpart shall be deemed an original, and, when taken
18 together with other signed counterparts, shall constitute one Settlement Agreement,
19 which shall be binding upon and effective as to all Parties. Signatures sent by facsimile
20 machine or scanned signatures in Portable Document Format sent by e-mail shall be
21 deemed original signatures. This Agreement may be signed electronically through the
22 use of DocuSign or another commercially available electronic signature software which
23 results in confirmed signatures delivered electronically to each of the Parties, and such
24 electronic signature or copy is effective to bind the party to this Agreement. All
25 executed copies of this Settlement Agreement, and photocopies thereof, shall have the
26 same force and effect and shall be legally binding and enforceable as the original.

27 **86. Cooperation and Drafting:** The Parties agree that the terms and
28 conditions of this Settlement Agreement are the result of lengthy, intensive, arm's

length negotiations between the Parties. This Settlement Agreement has been drafted jointly by counsel for the Parties and shall not be construed in favor of or against any Party.

87. **Governing Law:** All terms of this Settlement Agreement shall be interpreted, enforced, and governed by California law without regard to choice-of-law principles.

88. **Jurisdiction of the Court:** The Parties agree that the Court shall retain jurisdiction over the interpretation, implementation and enforcement of this Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation, implementation, and enforcement of this Settlement. Should any court action be filed by either party as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to reimbursement of its reasonable attorneys' fees and costs incurred in such action.

89. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Agreement as follows:

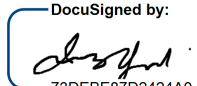
1 Dated: November 30, 2023

REPRESENTATIVE PLAINTIFF

2
3 By: 
4 HELAINE HEID
5

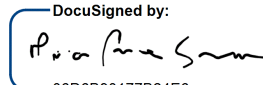
6 Dated: November 29, 2023

REPRESENTATIVE PLAINTIFF

7
8 By: 
9 INGRID LEEMAN
10

11 Dated: November 29, 2023

REPRESENTATIVE PLAINTIFF

12
13 By: 
14 MIRIAM SARAIVA
15

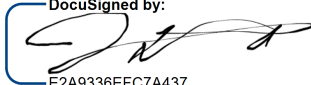
16 Dated: November 29, 2023

KABATECK LLP

17
18 By: 
19 JERUSALEM F. BELIGAN
20

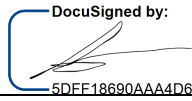
21 Dated: November 29, 2023

SIMON LAW CO.

22
23 By: 
24 JAMES L. SIMON
25
26
27
28

1 Dated: November 30, 2023

FRADIN LAW, LLC

2
3 By: 
4 MICHAEL L. FRADIN

5
6 Dated: November __, 2023

**DEFENDANT CYRACOM
INTERNATIONAL, INC.**

7
8
9 By: _____
10 Jeremy Woan
11 Chairman Chief Executive Officer
12 On behalf of Defendant
13 CYRACOM INTERNATIONAL, INC.

14 Dated: November __, 2023

MITCHELL, SILBERBERG & KNAPP

15
16
17 By: _____
18 KEVIN E. GAUT

19 Dated: November __, 2023

OSBORN MALEDON

20
21 By: _____
22 SCOTT W. RODGERS
23
24
25
26
27
28

1 Dated: November __, 2023 **FRADIN LAW, LLC**

2
3 By: _____
4 MICHAEL L. FRADIN
5

6 Dated: November 29, 2023 **DEFENDANT CYRACOM**
7 **INTERNATIONAL, INC.**
8

9 DocuSigned by:
10 *Jeremy Woan*
11 3E5B0DCB8A33440...
12 By: _____
13 Jeremy Woan
14 Chairman Chief Executive Officer
15 On behalf of Defendant
16 CYRACOM INTERNATIONAL, INC.
17

18 Dated: November 29, 2023 **MITCHELL, SILBERBERG & KNAPP**

19 DocuSigned by:
20 *Kevin Gaut*
21 4A0FCB440F5747A...
22 By: _____
23 KEVIN E. GAUT
24

25 Dated: November 29, 2023 **OSBORN MALEDON**

26 DocuSigned by:
27 *Scott Rodgers*
28 3654789FADA746B
By: _____
SCOTT W. RODGERS

Exhibit A

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA
CASE NO. 3:22-CV-01445-MMA-KSC
HELAINÉ HEID; INGRID LEEMAN; AND MIRIAM SARAIVA, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED V. CYRACOM INTERNATIONAL, INC. (“THE ACTION”)

A court authorized this Notice. This is not a solicitation from a lawyer.

CLASS MEMBER NAME: [REDACTED]

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN CALIFORNIA BY CYRACOM INTERNATIONAL, INC. AT ANY TIME FROM SEPTEMBER 26, 2018 THROUGH MAY 31, 2023, AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT CLASSES AND/OR COLLECTIVE.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Helaine Heid, Ingrid Leeman, and Miriam Saraiva (“Plaintiffs” or “Class Representatives”) and Defendant, CyraCom International, Inc. (“CyraCom” or “Defendant.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendant *allegedly* violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California (for interpreters who worked in that state) in a variety of ways. Defendant denies those claims.
- You are getting this Notice because you are a member of the California Class and are thus eligible to participate in the California part of the Settlement. In addition, you may also be part of the FLSA Collective and are thus eligible to participate in the FLSA part of the Settlement or be a part of the PAGA Representative Group, depending on your dates of employment.
 - The California Class applies to anyone named in this Notice and consists of hourly paid Interpreters employed by CyraCom or any of its predecessors in California from September 26, 2018 through and including May 31, 2023. The part of the Settlement that applies to the California Class is the “California Settlement.”
 - The FLSA Collective consists of any hourly paid Interpreters employed by CyraCom or any of its predecessors in the United States between September 26, 2019 and May 31, 2023. The part of the Settlement that applies to the FLSA Collective is the “FLSA Settlement.”
 - The PAGA Representative Group consists of any hourly paid Interpreters employed by CyraCom or any of its predecessors in California between September 26, 2021 and May 31, 2023. The part of the Settlement that applies to the PAGA Representative Group is the “PAGA Settlement.”
- Please see Section 7 below which specifies your dates of employment and which of the above groups to which you belong.
- The Settlement provides you the opportunity to receive up to three separate and distinct cash payments depending on your dates of employment and which of the three settlement groups listed above apply to you based on those dates. This Notice summarizes the proposed settlement and release. For the precise terms of the settlement and the release, please see the Settlement Agreement by accessing it at [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR], by contacting Class Counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of California, at 333 West Broadway, San Diego, CA 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

BASIC OPTIONS UNDER THE SETTLEMENT

California:

Individuals named in this Notice are members of the California Class. You are also a member of the PAGA Representative Group if you were employed as an hourly paid interpreter by CyraCom or its predecessor in California between September 26, 2021 and May 31, 2023. You do not need to take any action to participate in the settlement for the California Class or the PAGA Representative Group (if applicable). As a member of either of these groups, you will be entitled to participate in the applicable settlement payments. As a participating Class or Group member, though, you will give up your right to assert California wage and hour claims that arose during the relevant period (as detailed below) against CyraCom and Released Parties (as defined below). You have the right to exclude yourself from the California Settlement by submitting a written request for exclusion to the Settlement Administrator. If you do so, you will not receive a California Settlement payment, but will preserve your right to personally pursue California wage and hour claims from the relevant period against CyraCom. If you are a member of the PAGA Representative Group, you do not have a right to exclude yourself from the PAGA portion of the proposed settlement.

FLSA:

If you are a member of the FLSA Collective (dates of employment between September 26, 2019 and May 31, 2023), and wish to claim a portion of the FLSA Settlement, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below. If you do not opt-in before the deadline listed below, you will not receive an FLSA Settlement payment, and will not be bound by the terms of the FLSA Release and/or the portions of the Settlement pertaining to the FLSA claims.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

TO RECEIVE APPLICABLE SETTLEMENT PAYMENTS	To receive a cash payment from the California Settlement, you need not take any action. If you do nothing, you will receive a cash payment from the California Settlement and will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this case, and will release all such claims. If you are a member of the PAGA Representative Group, you do not need to take any action to receive an individual PAGA payment. If you are not a member of the PAGA Representative Group, you are not eligible to receive an individual PAGA payment. To receive a cash payment from the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING].
EXCLUDE YOURSELF FROM THE CALIFORNIA SETTLEMENT OR DO NOTHING IN REGARD TO THE FLSA SETTLEMENT	The only way for you to exclude yourself from the California Settlement is to submit a Request for Exclusion to the Settlement Administrator postmarked no later than [INSERT 60 DAYS FROM FIRST MAILING]. Persons who elect to exclude themselves are “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below. If you submit a proper Request for Exclusion, you will not receive any money from the California Settlement and you will not release any claims you may have against Defendant under California law (other than PAGA). You cannot opt-out of the PAGA portion of the proposed Settlement. CyraCom must pay individual PAGA payments to all PAGA Representative Group members and all PAGA Representative Group members must give up their rights to pursue released PAGA claims (as detailed below). If you do not complete the attached “Opt-in Form” by [INSERT 60 DAYS FROM FIRST MAILING] you will not be included in the FLSA Settlement. If you do not complete the attached “Opt-in Form” by [INSERT 60 DAYS FROM FIRST MAILING] you will not receive any payment from the FLSA Settlement and you will not release any claims you may have against Defendant under federal law.
OBJECT	If you wish to object to the California Settlement, you must submit a written Objection and supporting papers to the Court postmarked or time-stamped no later than 11:59 p.m. on [INSERT 60 DAYS FROM FIRST MAILING]. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, as described below. All California Class Members who do not opt-out can object to any aspect of the proposed Settlement. However, you cannot ask the Court to order a different settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel, the Class Representatives who pursued the Action on behalf of the Class and Collective, and the Settlement Administrator. You are not personally responsible for any payments to Class Counsel or Class Representatives, but the amounts of these payments reduce the net settlement amount available for distribution to Class and Collective members. You can object to the amounts of these payments if you think they are unreasonable. See Section 19 of this Notice. Objections shall only be considered from California Class Members who have not excluded themselves from the California Settlement. Any individual who excludes themselves from the California Settlement will be deemed to have waived any right to object and any objection to the Settlement. There is no right to object to the PAGA portion of the Settlement or the FLSA portion of the Settlement.

- These rights and options, and how to exercise them, are explained in more detail in this Notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if there are no appeals.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.

BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because Defendant's records show that CyraCom or any of its predecessors employed you as an interpreter in California between September 26, 2018 and May 31, 2023. As such, you are a member of the California Class that has been agreed to for purposes of this Settlement (a "California Class Member"). The part of the Settlement that covers the California Class is the "California Settlement."

If Defendant's records show that CyraCom or any of its predecessors employed you as an interpreter in the United States (the 50 states plus Washington, DC), at any point between September 26, 2019 and May 31, 2023, you are also an FLSA Collective Member for purposes of this Settlement. The part of the Settlement that covers the FLSA Collective is the "FLSA Settlement."

If Defendant's records show that CyraCom or any of its predecessors employed you as an interpreter in California between September 26, 2021 and May 31, 2023, you are also a PAGA Representative Group Member for purposes of this Settlement.

This Notice tells you how you can be part of each portion of this Settlement that is applicable to you based on your dates and location(s) of employment and how you can exclude yourself from the California Settlement and opt in to the FLSA Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for CyraCom in the United States as interpreters. More particularly, Plaintiffs alleged among other things that CyraCom violated the Fair Labor Standards Act ("FLSA"), with respect to them individually and/or each such employee, by among other things failing to pay all minimum wages and overtime owed, including any wages owed for unpaid meal or rest breaks, and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective.

Plaintiffs also alleged claims under California law. Plaintiffs alleged among other things that Defendant had, with respect to them individually and/or each interpreter employed by CyraCom in California, failed to provide required meal or rest periods or to pay wage premiums for missing, late or short meal or rest periods; failed to provide complete and accurate wage statements; failed to keep accurate and complete payroll records; failed to pay all wages, minimum wages, and/or premium overtime wages owed; failed to adequately reimburse employees for business expenses; failed to timely pay all earned wages and final paychecks due at the time of separation of employment; failed to pay all accrued and vested vacation or PTO wages or to comply with laws governing entitlement to vacation or PTO; violated the California Private Attorneys General Act (the "PAGA"); and engaged in unfair business practices in violation of California Business & Professions Code section 17200. In the Action, Plaintiffs sought monetary relief (including damages, restitution, and penalties) and other relief on behalf of the Settlement Class.

Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective, the California Class, and the PAGA Representative Group.

Defendant denies all of these claims.

3. Why is the lawsuit a class action and a collective action?

In a class action, one or more people called a "Class Representative" (in this case, Helaine Heid and Ingrid Leeman) sues on behalf of people who are alleged to have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. On **[INSERT DATE MPA IS GRANTED]**, the Honorable Michael M. Anello, the judge assigned to this case, issued an order preliminarily certifying the California Class.

A collective action is similar to a class action but is brought pursuant to the FLSA or similar state laws that require individuals to opt-in to become part of the case. Like a class action, one or more people called a "Class Representative" (in this case, Helaine Heid,

Ingrid Leeman, and Miriam Saraiva) sue on behalf of people who are alleged to have similar claims. All such people have the ability to become a part of the “collective.” In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become “Collective Members” or “Opt-ins” only if they provide their written consent to join as described herein. Individuals that do not elect to participate in the lawsuit do so by declining to provide their written consent to join (i.e., taking no action). Individuals who decline to provide their written consent to join will not will not receive any share of the FLSA Settlement, and will not release any FLSA claims that they may have against the Defendant.

4. Who is in the Settlement Class/Collective?

The California Class is defined as any hourly paid Interpreters employed by CyraCom or any of its predecessors in California between September 26, 2018 and May 31, 2023. Any California Class Member who does not opt-out of this Settlement will be entitled to a share of the California Settlement.

The PAGA Representative Group consists of any hourly paid Interpreters employed by CyraCom or any of its predecessors in California between September 26, 2021 and May 31, 2023. All PAGA Representative Group members will receive individual PAGA payments under this Settlement.

The FLSA Collective is defined as any hourly paid Interpreters employed by CyraCom or any of its predecessors in the United States (including California) between September 26, 2019 and May 31, 2023. Each FLSA Collective member who opted-in to the Settlement by completing and returning the attached “Opt-in Form” (as described above) no later than [INSERT 60 DAYS FROM FIRST MAILING] will be eligible for a payment from the FLSA Settlement.

5. Why is there a settlement?

No Court has made any determination whether CyraCom or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims in the Action. The Class Representatives and their lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all California Class, FLSA Collective, and PAGA Representative Group members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of up to \$2,700,000.00 but as explained below may pay less than that if not all members of the FLSA Collective opt in and consent to being part of the Settlement. From this Settlement Amount, \$1,225,000.00 is being allocated to the California Settlement (the “California Settlement Amount”); \$1,225,000.00 is being allocated to the FLSA Settlement (the “FLSA Settlement Amount”); and \$250,000.00 is being paid as penalties under the PAGA (the “PAGA Settlement Amount”). However, as explained below, Defendant will keep that portion of the FLSA Settlement Amount which would otherwise be allocated to members of the FLSA Collective who do not file a consent and opt into the FLSA Settlement.

Certain amounts approved by the Court will be deducted from the California and FLSA Settlement Amounts; specifically, attorneys’ fees of not more than \$900,000.00 and costs of not more than \$36,000 incurred for representing Plaintiffs and the Settlement Class in the Action; service awards to Plaintiffs for their efforts as Class Representatives of not more than \$7,500 for each Plaintiff; and the fees and expenses of the Settlement Administrator estimated not to exceed \$50,000. If the Court approves less than the above-listed amounts for any of the deductions listed above, that amount will be available to pay Settlement Class Members who elect to opt-in to the FLSA Settlement and who do not opt-out of the California Settlement. Once the Court has approved specific amounts for attorneys’ fees and costs, service awards, and administration costs; 50% of the total approved amount will be deducted from the FLSA Settlement Amount to cover the portion of these items attributable to the FLSA Settlement, and 50% of the total approved amount will be deducted from the California Settlement Amount to cover the portion of these items attributable to the California Settlement. The amounts left are the “FLSA Net Settlement Amount” and the “California Net Settlement Amount.”

Pursuant to PAGA, Seventy-Five Percent (75%) of the approved PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“LWDA”) and Twenty Five Percent (25%) shall become the “Net PAGA Amount” and shall be distributed to the PAGA Representative Group as set forth herein.

Under the terms of the California Settlement, the California Net Settlement Amount will be allocated on the basis of each California class member’s share of total California part-time workweeks and California full-time workweeks during the applicable time period by all California class members who do not opt out. Full-time workweeks are weeks when an Interpreter was scheduled to work 30 hours or more in California. Part-time workweeks are weeks when an Interpreter was scheduled to work less than 30 hours in California. Each California part-time workweek will be equal to one (1) California Settlement Share. Each California full-time

workweek will be equal to one and one-half (1.5) California Settlement Shares. Each member of the California Class who does not opt out will receive an amount based on their proportionate share of the total California Settlement Shares. The payments to California Class Members who do not opt out will be allocated as 20% wages and 80% non-wage income. The Settlement Administrator shall, from the California Settlement amounts assigned to each California Class Member who does not opt out, deduct the employee's and employer's tax and other wage obligations and withholdings for the wage portion and then distribute the remainder to the California Class Member. Each California Class Member who does not opt out will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the PAGA Settlement, the Net PAGA Amount will be allocated on the basis of each PAGA Representative Group Member's pay periods worked in California during the applicable time period. Each PAGA Representative Group Member's PAGA Settlement Award will be based on their proportionate share of the total PAGA Pay periods for all members of the PAGA Representative Group. Each PAGA Settlement Award shall be allocated as follows: 100% will be considered penalties and interest. The Settlement Administrator shall issue an IRS Form 1099 for the PAGA Settlement payments. PAGA Representative Group Members assume full responsibility and liability for any taxes owed on their PAGA Settlement payments. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Collective members on the basis of each FLSA Collective Member's total workweeks in part-time status and total workweeks in full-time status during the applicable period. Full time workweeks are weeks when an Interpreter was scheduled to work 30 hours or more. Part-time workweeks are weeks when an Interpreter was scheduled to less than 30 hours. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to one and one-half (1.5) FLSA Settlement Shares. Each FLSA member who opts in will be paid a share of the FLSA Settlement Award based on their proportionate share of the total FLSA Settlement Shares. FLSA Collective Members' FLSA Settlement payments shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the FLSA Settlement amounts assigned to each FLSA Collective Member, deduct the employer's and employee's tax and other wage obligations and withholdings for the wage portion. Each FLSA Collective Member who opts in will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

The amount assigned to members of the FLSA collective who opt in shall be calculated by including the workweeks of all members of the FLSA Collective whether or not they opt into the FLSA Settlement. However, Defendant shall not be obligated to pay and will keep the amounts allocated to the members of the FLSA Collective who do not opt in to the Settlement. Accordingly, Defendant will pay less than \$2.7 million under the Settlement if some FLSA Collective Members do not opt in to the Settlement. Also, that means that the amounts paid to members of the FLSA Collective who opt-in will not change regardless how many members of the FLSA Collective decide not to opt in.

7. How many workweeks and/or PAGA Pay Periods are allocated to me?

Your number of applicable workweeks and/or PAGA Pay Periods are as follows:

California Part Time Workweeks:
California Full Time Workweeks:
FLSA Full Time Workweeks:
FLSA Part Time Workweeks:
PAGA Pay Periods:

You worked as an Interpreter from to , and during that time you worked in California from to .

If you dispute the number of California workweeks, FLSA workweeks, and/or PAGA Pay Periods listed above, you must state the basis of your disagreement and submit documentation supporting your position by no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. The dispute must be sent by first class mail or email to the Settlement Administrator whose contact information is under section 12 of this Notice.

8. What am I giving up in exchange for the settlement benefits?

Upon the Settlement Effective Date, you will be releasing claims and the right to bring your own lawsuit depending on the settlement group(s) to which you belong. The full language of the release(s) that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the release(s) that apply. Generally, the releases are as follows:

1. All California Class Members who do not opt out will release the Released Parties from any and all claims or obligations arising from alleged violations of California's wage orders, the California Labor Code, the California UCL, PAGA, or any other source of state, federal, or local law that were or could have been pled

based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the time period between September 26, 2018 and May 31, 2023. This includes, but is not limited to, claims for unpaid wages of any kind, claims for failure to keep accurate and complete payroll records or provide accurate and complete wage statements, claims for missed, short, or late meal or rest periods, claims for failure to reimburse for necessary business expenses, claims for failing to pay vacation or PTO wages, claims for failing to pay wage premiums of any type, and claims for statutory damages, penalties, and/or interest (the “California Released Claims”). However, if a California Class Member has not submitted an Opt-In Consent Form indicating their consent to participate in the the FLSA Settlement, the California Class Member will not release FLSA claims, although CyraCom retains any defenses to unreleased FLSA claims.

2. All FLSA Collective Members who opt in will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. (“FLSA”) that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period (the “FLSA Released Claims”). This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid meal or rest breaks, and any related claims for attorneys’ fees, liquidated damages, interest, litigation expenses or any other costs or expenses.
3. All members of the PAGA Representative Group shall be deemed to have released and forever discharged the Released Parties from any and all claims under the Private Attorneys General Act of 2004 (“PAGA”) for civil penalties for Labor Code violations identified, pleaded, or otherwise set out in, or which could have been alleged based on the factual allegations in the Action or in letters sent to the California Labor Workforce and Development Agency, including any claims for related attorneys’ fees and costs (the “PAGA Released Claims”).

In each of the sections above, “Released Parties” means CyraCom International, Inc., all of its current and former parent companies, current and former subsidiaries and affiliates, and all other related entities and individuals (such as payroll companies or insurers) who could be liable for any of the claims released, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will bound by referencing the full Settlement Agreement.

9. Can CyraCom retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with CyraCom or future work or employment with CyraCom. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

10. How do I get a cash payment?

You are not required to take any action to receive your share of the California Settlement or the PAGA Settlement. If you do nothing, your share of the California and PAGA settlement proceeds will be mailed to you, and you will be bound by the release of the California Released Claims and the PAGA Released Claims summarized above and set forth in full in the Settlement Agreement.

To receive your share of the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting **[INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]**. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

11. When will I get my check?

Checks will be mailed to Settlement Class/Settlement Collective Members and PAGA Representative Group Members eligible to receive benefits after the Court grants “final approval” of the Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could

take some time, so please be patient.

EXCLUDING YOURSELF FROM THE CALIFORNIA SETTLEMENT

12. How do I ask the Court to exclude me from the California Settlement Class?

Any California Class Member who does not wish to participate in the California Settlement may exclude themselves from the Settlement (i.e., “Opt Out”) by sending a written Request for Exclusion via the Settlement website, or by first class mail or email to:

[INSERT NAME/ADDRESS/PHONE NUMBER/EMAIL OF SETTLEMENT ADMINISTRATOR]

Your Request for Exclusion must include the following: (1) a statement that “I wish to exclude myself from the settlement reached in the matter of Heid v. CyraCom. I understand by excluding myself, I will not receive any money from the California Settlement reached in the matter”; (2) your name, address, and the last four digits of your Social Security number or the person requesting exclusion; and (3) your signature.

Your request for exclusion must be submitted via the website, postmarked, or have an email receipt time on or before 11:59 p.m. on [INSERT 60 DAYS FROM FIRST MAILING] and returned to the Settlement Administrator at the address or email address specified above.

Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope or the email receipt times shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before 11:59 p.m. on [INSERT 60 DAYS FROM FIRST MAILING] shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the California Settlement, will not receive proceeds from the California Settlement, and will not be bound by the terms of the California Settlement, or the California release of claims described above.

13. If I exclude myself, can I get anything from the California Settlement? And, how does excluding myself impact my participation in the FLSA Settlement and/or the PAGA Settlement?

If you exclude yourself now you will not get anything from the California Settlement. If you ask to be excluded, you will not get a cash payment from the California Settlement, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future, subject to any defenses that Defendant may assert. You will not be bound by the terms of the California Settlement, and will not give the California Settlement Releases described above.

However, excluding yourself from the California Settlement will not: (1) prevent you from opting-in to the FLSA Settlement, if you should so desire, or (2) impact your participation in the PAGA Settlement, if you are a PAGA Representative Group member and the Settlement Agreement is given final approval.

14. Can I choose to be a part of the California Settlement Class but not the FLSA Settlement Class?

Yes. If you take no action in regard to this Notice, you will automatically be a part of the California Settlement, and if applicable based on your dates of employment, the PAGA Representative Group. You will not be included in the FLSA Settlement unless you affirmatively opt-in as described above, so if you take no action, you will not receive any payment from the FLSA Settlement. Thus, if you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by [INSERT 60 DAYS FROM FIRST MAILING], you **will not** receive an FLSA Settlement payment, **will not** be bound by the terms of the FLSA Settlement, and **will not** give the FLSA Settlement Releases described above.

15. If I don’t exclude myself from the California Settlement, can I sue later?

Not as to any California Released Claims. Unless you exclude yourself, you give up the right to sue Defendant and other parties for any California Released Claims. You must exclude yourself from the California Settlement to start or continue your own lawsuit on the California Released Claims, again subject to any defenses that any Defendant may assert.

16. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to California Class Members and not cashed within 180 days of issuance shall be canceled, and the money

represented by such checks shall go to the California State Controller's Unclaimed Property Fund in the name of the individual to be held as unclaimed property for the benefit of the Class Member.

All settlement checks sent to FLSA Collective Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be returned to Defendant.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the California Class, the FLSA Collective, and the PAGA Representative Group. If you have any questions about the settlement, please contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant Karnikian
Jerusalem F. Beligan
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
Telephone: (847) 986-5889
Email: mike@fradinlaw.com

SIMON LAW CO.
James L. Simon
5000 Rockside Road
Liberty Plaza Building – Suite 520
Independence, Ohio 44131
Telephone: (216) 816-8696
Email: james@simonsayspay.com

18. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$900,000.00 in attorneys' fees and \$36,000.00 in costs to Class Counsel. Subject to court approval, Defendant also agrees to pay a service award to Plaintiffs and Class Representatives Helaine Heid, Ingrid Leeman, and Miriam Saraiva of up to \$7,500.00 to each of them for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendant shall pay up to \$50,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts. All these amounts will be paid and deducted from the overall amount being paid by Defendant and so reduce the amounts available for distribution to California Class Members who do not opt out, to FLSA Collective Members who opt in, or to the PAGA Representative Group.

OBJECTING TO THE CALIFORNIA SETTLEMENT

19. How do I object to the California Settlement?

If you do not file a Request for Exclusion, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To object, you must send the Court a written statement that you object to the Settlement in Heid v. CyraCom International, Inc., Case No. 3:22-CV-01445-MMA-KSC (S.D. Cal.). The objection must be filed with the Court via CM/ECF or at the following address: Office of the Clerk of the Court United States District Court for the Southern District of California, 333 West Broadway, Suite 420 San Diego, CA 92101. The objection must be in writing, must be personally signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the California Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. Your objection must be filed on or before 11:59 p.m. on **INSERT 60DAYS FROM FIRST MAILING**. If you are represented by a lawyer, he or she must file an appearance or seek pro hac vice admission to practice before the Court and file the objection via CM/ECF.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting document to Class Counsel via mail, hand, or overnight delivery service by no later than **[INSERT 60DAYS FROM FIRST MAILING]** at the addresses listed under Question 16, above.

Any objection must be filed with the Court via CM/ECF or at the following address:

Office of the Clerk of the Court
United States District Court for the Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the California Settlement. You can object only if you do not opt out of the California Class. Excluding yourself is telling the Court that you do not want to be part of the California Settlement. If you exclude yourself, you will have no basis to object because the California Settlement will no longer affect you.

THE COURT'S FAIRNESS HEARING ON THE SETTLEMENT

The Court will hold a hearing to decide whether to finally approve the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing at the Edward J. Schwartz United States Courthouse located at 221 West Broadway, San Diego, CA 92101, on **[DATE]** at **[TIME]**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. You can appear at the hearing to have your objections considered by the Court. You may also pay another lawyer to attend, but it is not required.

Exhibit B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Helaine Heid; Ingrid Leeman; and
Miriam Saraiva, individually, and on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

CyraCom International, Inc., a Delaware
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 3:22-cv-01445-MMA-KSC

**CONSENT TO JOIN FLSA
COLLECTIVE FOR
SETTLEMENT PURPOSES**

Judge: Hon. Michael M. Anello
Courtroom: 3C (3rd Flr.) / 3195

Magistrate Judge: Hon. Karen S. Crawford
Courtroom: 2B (2nd Flr.) / 2140

Trial Date: Not Set
Complaint Filed: September 26, 2022
FAC Filed: December 2, 2022

CONSENT TO JOIN FLSA COLLECTIVE FOR SETTLEMENT PURPOSES

***THIS FORM MUST BE RETURNED VIA MAIL OR ELECTRONICALLY BY
[INSERT 60 DAYS FROM FIRST MAILING] OR YOU WILL NOT BE A PART
OF THE FLSA SETTLEMENT IN THIS ACTION.***

I consent to join the collective action lawsuit entitled *Helaine Heid, Ingrid Leeman, and Miriam Saraiva v. CyraCom International, Inc.*, pending in the United States District Court, Southern District of California, Case No. 22-cv-01445-MMA-KSC and to be an Opt-In Plaintiff in the case against Defendant, CyraCom International, Inc. (“Defendant”) for settlement purposes. I am currently and/or have been employed as an interpreter for Defendant or its predecessor companies, and I consent and agree to join this action to pursue my portion of the settlement of claims

1 to recover unpaid wages, liquidated damages and interest in connection with the
2 above-referenced lawsuit arising out of my employment and based upon the federal
3 Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).

4 I understand that this lawsuit is brought under the FLSA, among other laws. I
5 hereby consent, agree, and “opt in” to become a plaintiff herein for settlement
6 purposes and to be bound by the settlement of the FLSA portion of this action. I
7 hereby designate the named plaintiffs, Helaine Heid, Ingrid Leeman, and Miriam
8 Saraiva, and Plaintiffs’ counsel (Kabateck LLP, Simon Law Co., and Fradin Law) to
9 represent me for this purpose.

10 I understand that the Settlement Agreement is subject to approval by the Court.
11 If the Settlement Agreement does not go into effect, the FLSA Collective agreed
12 upon for purposes of the Settlement will no longer be certified, meaning this consent
13 will be of no effect and I will no longer be a part of the lawsuit unless I take other
14 affirmative action to become a part of it.

15 By signing below, I verify that I have read and understood the Court-
16 Authorized Notice of Settlement in this case and that I am agreeing to bound by the
17 terms of the Settlement Agreement and the release of my FLSA claims as described in
18 the Notice of Settlement.

19
20 Name: _____

21
22 Address: _____

23 Number/Street

24
25 _____
26 City, State & Zip Code

27
28 E-Mail: _____

1
2
3 Telephone: _____
4

5
6 Signature: _____ Dated: _____
7

8 ***Please submit electronically or return in the accompanying postage pre-paid***
9 ***envelope to:***
10

11 [INSERT NAME/ADDRESS/PHONE NUMBER/EMAIL OF SETTLEMENT
12 ADMINISTRATOR]
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Exhibit C

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA
CASE NO. 3:22-CV-01445-MMA-KSC
**HELAINÉ HEID; INGRID LEEMAN; AND MIRIAM SARAIVA, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED V. CYRACOM INTERNATIONAL, INC. (“THE ACTION”)**

A court authorized this Notice. This is not a solicitation from a lawyer.

NAME: [REDACTED]

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN THE UNITED STATES BY CYRACOM INTERNATIONAL, INC. AT ANY TIME FROM SEPTEMBER 26, 2019 THROUGH MAY 31, 2023, AND ARE A MEMBER OF THE BELOW-DESCRIBED FLSA COLLECTIVE.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Helaine Heid, Ingrid Leeman, and Miriam Saraiva (“Plaintiffs” or “Class Representatives”) and Defendant, CyraCom International, Inc. (“CyraCom” or “Defendant.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendant *allegedly* violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California (for interpreters who worked in that state) in a variety of ways. Defendant denies those claims. You are getting this Notice because you are part of the FLSA Collective that has been agreed to for purposes of the Settlement. The FLSA Collective consists of any hourly paid Interpreters employed by CyraCom or any of its predecessors in the United States between September 26, 2019 through and including May 31, 2023.
- As a member of the FLSA Collective, you are eligible to participate in the FLSA part of the Settlement (the “FLSA Settlement”). Because you were not employed in California between September 26, 2018 and May 31, 2023, you are not eligible to participate in that portion of the Settlement which applies specifically to interpreters who worked in California during the specified period of time.
- The FLSA Settlement provides for cash payments as explained in this Notice.
- **To receive a Settlement Payment from the FLSA Settlement, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below.**
- This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the Settlement Agreement by accessing it at [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR], by contacting Class Counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of California, at 333 West Broadway, San Diego, California 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE FLSA SETTLEMENT	
TO RECEIVE AN FLSA SETTLEMENT PAYMENT	To receive your share of the FLSA Settlement described in more detail below, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING].
DO NOTHING	If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by [INSERT 60 DAYS FROM FIRST MAILING], you will not receive an FLSA Settlement payment, and you will not be bound by the terms of the FLSA Releases and/or the portions of the Settlement pertaining to the FLSA claims.

- These rights and options, and how to exercise them, are explained in more detail in this Notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the FLSA Settlement and after the time for appeals has ended and

any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if the Settlement is given final approval and there are no appeals.

- **Additional information regarding the FLSA Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.**

BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because Defendant's records show that you were employed by CyraCom or any of its predecessors as an hourly paid Interpreter in the United States (the 50 states plus Washington, DC) at any point between September 26, 2019 through and including May 31, 2023 (the "FLSA Collective Period"). This Notice tells you how you can be part of this Settlement or how you can exclude yourself from this Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for CyraCom in the United States as interpreters. More particularly, Plaintiffs alleged among other things that CyraCom violated the Fair Labor Standards Act ("FLSA"), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed, and failing to adequately reimburse employees for business expenses or for meal or rest breaks. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective. Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective.

3. Why is the lawsuit a collective action?

In a collective action, one or more people (in this case, Helaine Heid, Ingrid Leeman, and Miriam Saraiva) sue on behalf of people who are alleged to have similar claims. All such people who have the ability to participate in the FLSA Settlement are receiving this court-approved Notice. In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become "Opt-ins" only if they provide their written consent to join as described herein. Individuals that do not elect to participate in the lawsuit do so by declining to provide their written consent to join (i.e., taking no action). Individuals that decline to provide their written consent to join will not receive any share of the FLSA Settlement, and will not release any claims that they may have against the Defendant.

4. Who is in the FLSA Collective and Who Participates in the FLSA Settlement?

The FLSA Collective consists of any hourly paid Interpreters employed in the United States by CyraCom or any of its predecessors between September 26, 2019 through and including May 31, 2023. Any member of the FLSA Collective becomes eligible to participate in the FLSA settlement by opting-in to the Settlement by completing and returning the attached "Opt-in Form" (as described above) no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

5. Why is there a settlement?

No Court has made any determination whether CyraCom or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The FLSA Settlement does not mean that any law was broken. Defendant denies all of the claims in the Action. The Settlement Representatives and their lawyers believe the FLSA Settlement is fair, adequate and reasonable and in the best interests of all FLSA Collective members.

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of up to \$2,700,000.00 but as explained below may pay less than that if not all members of the FLSA Collective opt in and consent to being part of the Settlement. From this Settlement Amount, \$1,225,000.00 is being allocated to the FLSA Settlement Amount, \$1,225,000.00 is being allocated to resolve state law claims of Interpreters employed by CyraCom in California, and \$250,000.00 is being paid as penalties under California's Private Attorneys General Act. However, as explained below, Defendant will keep that portion of the FLSA Settlement Amount which would otherwise be allocated to members of the FLSA Collective who do not file a consent and opt in, and who thus choose not to be part of the Settlement.

Certain amounts approved by the Court will be deducted from the California and FLSA Settlement Amounts; specifically, attorneys' fees of not more than \$900,000.00 and costs of not more than \$36,000 incurred for representing Plaintiffs and the Settlement Class in

the Action; service awards to Plaintiffs for their efforts as Class Representatives of not more than \$7,500 for each Plaintiff; and the fees and expenses of the Settlement Administrator estimated not to exceed \$50,000. If the Court approves less than the above-listed amounts for any of the deductions listed above, that amount will be available to pay Settlement Class members who elect to opt-in to the FLSA Settlement and who do not opt-out of the California Settlement. Once the Court has approved specific amounts for attorneys' fees and costs, service awards, and administration costs; 50% of the total approved amount will be deducted from the FLSA Settlement Amount to cover the portion of these items attributable to the FLSA Settlement. The amount left is the "FLSA Net Settlement Amount."

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Collective members on the basis of each FLSA Collective member's total workweeks in part-time status and total workweeks in full-time status during the FLSA Collective Period. Full time workweeks are weeks when an Interpreter was scheduled to work 30 hours or more. Part-time workweeks are weeks when an interpreter was scheduled to less than 30 hours. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to one and one-half (1.5) FLSA Settlement Shares. Each FLSA Settlement Award will be based on the specific Interpreter's proportionate share of the total FLSA Settlement Shares. FLSA Settlement Awards shall be allocated as 50% wages and 50% non-wage income. The Settlement Administrator shall, from the FLSA Settlement Awards assigned to each FLSA Collective member who opts in, deduct the employers' and employee's tax and other wage obligations withholdings for the wage portion. Each FLSA Collective member who opts in will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

Each FLSA award shall be calculated by including the workweeks of all members of the FLSA Collective whether or not they opt in to the Settlement. However, Defendant shall not be obligated to pay and will keep the amounts allocated to the members of the FLSA Collective who do not opt in to the Settlement. Accordingly, Defendant will pay less than \$2.7 million under the Settlement if some FLSA Collective members do not opt in to the Settlement. Also, that means that the amounts paid to members of the FLSA Collective who opt-in will not change regardless how many members of the FLSA Collective decide not to opt in.

7. How many workweeks are allocated to me?

Your dates of employment as an Interpreter with CyraCom: _____.

Your number of applicable workweeks during the FLSA Collective Period:

FLSA Part Time Workweeks: _____

FLSA Full Time Workweeks: _____

If you dispute the number of FLSA workweeks listed above, you must state the basis of your disagreement and submit documentation supporting your position by no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. The dispute must be sent by first class mail or email to:

[INSERT NAME/ADDRESS/PHONE NUMBER/EMAIL OF SETTLEMENT ADMINISTRATOR]

8. What am I giving up in exchange for the FLSA Settlement benefits?

Upon the Settlement Effective Date, all FLSA Collective members who opt in will be releasing claims and the right to bring their own lawsuit under the FLSA. The full language of the FLSA release that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the FLSA release. Generally, the release provides that FLSA Collective members who opt in will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA") that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid meal or rest breaks, and any related claims for attorneys' fees, liquidated damages, interest, litigation expenses or any other costs or expenses.

"Released Parties" means CyraCom International, Inc., all of its current and former parent companies, current and former subsidiaries, affiliates, and all other related entities and individuals (such as payroll companies or insurers) who or which could be liable for any of the claims released, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released, but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will bound by referencing the Settlement Agreement.

9. Can CyraCom retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with CyraCom or future work or employment with CyraCom. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

10. How do I get a cash payment?

To receive your share of the FLSA Settlement described above, you must complete and return the attached “Opt-in Form” no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting **[INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]**. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

11. When will I get my check?

Checks will be mailed to FLSA Collective members who opt in after the Court grants “final approval” of the Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

12. What happens if I don’t opt-in?

If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by **[INSERT 60 DAYS FROM FIRST MAILING]**, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA Settlement, including the release of claims described above.

13. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to FLSA Collective members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be returned to Defendant.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

If you elect to opt-in to this matter, you agree to allow the Class Representatives to make decisions on your behalf. The Class Representatives are represented by the attorneys listed below. If you have any questions regarding this case or the Settlement, please feel free to contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant Karnikian
Jerusalem F. Beligan
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
Telephone: (847) 986-5889
Email: mike@fradinlaw.com

SIMON LAW CO.
James L. Simon
5000 Rockside Road
Liberty Plaza Building – Suite 520
Independence, Ohio 44131
Telephone: (216) 816-8696
Email: james@simonsayspay.com

15. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$900,000.00 in attorneys' fees and \$36,000.00 in costs to Class Counsel. Subject to court approval, Defendant also agrees to pay a service award to Plaintiffs and Class Representatives Helaine Heid, Ingrid Leeman, and Miriam Saraiva of up to \$7,500.00 to each of them for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendants shall pay up to \$50,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts. All these amounts will be paid and deducted from the overall amount being paid by Defendant and so reduce the amounts available for distribution to members of the FLSA Collective who opt in.