

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
YESENIA DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

YESENIA DIAZ, on behalf of herself, all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

SOS INTERNATIONAL LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No: 24CV069862

*Assigned for all purposes to the Hon. Somnath
Raj Chatterjee*

CLASS ACTION

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: July 29, 2025

Time: 2:30 p.m.

Dept: 21

Reservation ID: 869407605224

Complaint filed: April 2, 2024

FAC filed: June 25, 2024

Trial Date: TBD

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, counsel for Plaintiff Yesenia Diaz, and proposed
4 Class Counsel in this action. I have personal knowledge of the facts stated herein and, if called
5 as a witness, I could and would testify competently to the facts set forth below.

6 **Class Counsel's Experience:**

7 2. Between September 1988 and October 2005, I was first an associate and then a
8 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
9 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
10 in all areas of labor and employment law, including wage and hour law and class action defense.
11 I also have extensive litigation experience, including numerous arbitrations and trying several
12 cases to verdict in state and federal courts.

13 3. While at Littler, I worked on many class action matters. The following is a list of
14 various class action matters for which I was the lead or co-lead defense attorney:

- 15 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
16 uniforms.);
- 17 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
18 contractor vs. employee status, overtime, minimum wage and expense
19 reimbursement claims.);
- 20 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
21 (Overtime, minimum wage, expense reimbursement and waiting time
22 penalties.);
- 23 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
24 misclassification.);
- 25 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
26 minimum wage and waiting time penalties.);
- 27 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
28 penalties.);
- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County)
(Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks
on commission payments.);

- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp., et al.*,
Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.*,
San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
Los Angeles County Superior Court Case No. BC347513;

- 1 l. *Rogers v. Accentcare, Inc.*,
Alameda County Superior Court Case No. RG 05-237683;
- 2 m. *Fleming v. Dollar Tree Stores, Inc.*,
3 United States District Court, Northern District of California,
Case No. C06-cv-03409;
- 4 n. *Corrado v. Valero Services, Inc.*,
5 Alameda County Superior Court Case No. RG 07-322134;
- 6 o. *Stenroos v. Core-Mark International, Inc.*,
San Mateo County Superior Court Case No. CIV 451198;
- 7 p. *Ford v. Pilot Travel Centers LLC*,
8 United States District Court, Northern District of California,
Case No. C-07-cv-02715;
- 9 q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
10 United States District Court, Eastern District of California
Case No. EDCV 07-00695;
- 11 r. *Brior v. AE Retail West LLC*,
12 San Francisco County Superior Court Case No. CGC 06-455422;
- 13 s. *Moore v. Genesco, Inc. et al.*,
14 Alameda County Case No. RG 06-270570;
- 15 t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
16 San Francisco County Superior Court Case No. CGC 08-427014;
- 17 u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren
18 Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- 19 v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services
20 LLC*, United States District Court, Central District of California,
Case No. 2:07-cv-00001;
- 21 w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
22 San Francisco County Superior Court Case No. CGC 08-478372;
- 23 x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
San Francisco County Case No. CGC 08-474506;
- 24 y. *Flores, et al. v. Zale Delaware, Inc.*,
25 United States District Court, Northern District of California,
Case No. 07-cv-00539;
- 26 z. *Payan et al. v. MetroPCS, Inc.*,
San Francisco County Superior Court Case No. CGC 08-476703;
- 27 aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- 28 bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*,
Los Angeles County Superior Court Case No. BC400422;

- 1 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
2 San Francisco County Superior Court Case No. CGC 09-490181;
3 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
4 San Francisco County Superior Court Case No. CGC 09-493709;
5 gg. *Lim-Hui v. Carter's Retail, Inc.*,
6 San Francisco County Superior Court Case No. CGC 09-484456;
7 hh. *Sefton v. OshKosh B'Gosh, Inc.*,
8 San Francisco County Superior Court Case No. CGC 09-484496;
9 ii. *Murphy v. Check n' Go of California, Inc.*,
10 San Francisco County Superior Court Case No. CGC 06-449394;
11 jj. *Wireless Advocates Wage and Hour Cases*,
12 Los Angeles County Superior Court Case No. JCCP 4600;
13 kk. *Matrix Service Wage and Hour Cases*,
14 Alameda County Superior Court Case No. JCCP 4610;
15 ll. *Sullivan v. Kelly Services, Inc.*,
16 United States District Court, Northern District of California
17 Case No. 08-cv-3893;
18 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
19 San Francisco County Superior Court Case No. CGC 10-501832;
20 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
21 Alameda County Case No. RG 10-501301;
22 oo. *Jordan v. Directory Distributing Associates, Inc.*,
23 San Francisco County Superior Court Case No. CGC 10-500633;
24 pp. *Martin v. Total Safety U.S., Inc.*,
25 Alameda County Superior Court Case No. RG 10-533750;
26 qq. *Placer Title Company Wage and Hour Cases*,
27 Sacramento County Superior Court Case No. JCCP 4567;
28 rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;
ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947;
ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;
xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*,
San Bernardino County Superior Court Case No. CIVVS900679;

- yy. *Hernandez v. Bodell Construction Company*,
Alameda County Superior Court Case No. RG12-624600;
- zz. *Gilliam v. Matrix Energy Services, Inc.*,
Alameda County Superior Court Case No. RG11-592345;
- aaa. *Tate v. Wyatt Field Services Co.*,
Alameda County Superior Court Case No. RG 10-522846;
- bbb. *Becerra, et al. v. RadioShack Corporation*,
United States District Court, Northern District of California,
Case No. C-11-cv-03586;
- ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*,
Contra Costa County Superior Court Case No. MSC12-00340;
- ddd. *Betten and Lafa v. Diamond Wireless, LLC*,
United States District Court, Central District of California,
Case No. 2:13-cv-02885;
- eee. *Martin v. AltairStrickland LLC*,
Alameda County Superior Court Case No. RG11 575618;
- fff. *Miller v. Southwest Airlines Co.*,
United States District Court, Northern District of California,
Case No. C-12-cv-5978;
- ggg. *Nguyen v. Equilon Enterprises LLC*,
United States District Court, Northern District of California,
Case No. 4:12-cv-04650;
- hhh. *Saunders v. StubHub Inc.*,
San Francisco County Superior Court Case No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*,
Contra Costa County Superior Court Case No. MSC12-01454;
- jjj. *Torres, et al. v. San Joaquin Community Hospital*,
JAMS Case No. 1220043288;
- kkk. *Hulsey v. San Joaquin Community Hospital*,
JAMS Case No. 1210030884;
- lll. *DeLeon, et al. v. NCR Corp.*,
San Bernardino County Superior Court Case No. CIVDS1403274;
- mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*,
Los Angeles County Superior Court Case No. BC470522;
- nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*,
Contra Costa County Superior Court Case No. C11-0969;
- ooo. *Clothier v. SPAR Marketing Services, Inc.*,
Alameda County Superior Court Case No. RG12-639317;
- ppp. *St. Joseph Health System Medical Information Cases*,
Orange County Superior Court JCCP Case No. 4716;

- 1 qq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,*
Alameda County Superior Court Case No. RG14-712100;
- 2 rrr. *Miller v. Hitachi America, Ltd.,*
San Mateo County Superior Court Case No. CIV 526430;
- 3 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.,*
San Francisco County Superior Court Case No. CGC-13-532872;
- 4 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.,*
United States District Court, Northern District of California,
Case No. 3:12-cv-04818.
- 5 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.,*
United States District Court, Northern District of California,
Case No. 12-cv-04818;
- 6 vvv. *Wheelock v. Hyundai,*
Orange County Superior Court, Case No. 30-2011-00522293;
- 7 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.,*
United States District Court, Northern District of California,
Case No. 5:12-cv-05083;
- 8 xxx. *Castillo, et al. v. Seagate Technology LLC,*
United States District Court, Northern District of California
Case No. 3:16-cv-01958;
- 9 yyy. *Halkola v. Fisher, Sand & Gravel Co.,*
Alameda County Superior Court, Case No. RG17844100;
- 10 zzz. *Ashlock, et al. v. Sunrun, Inc., et al.*
San Francisco County Superior Court CGC-17-557027;
- 11 aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.,*
San Bernardino County Superior Court Case No. CIVDS1712220;
- 12 bbbb. *Matthews v. eHealthinsurance Services, Inc.,*
Santa Clara County Superior Court Case No. 17CV305656;
- 13 cccc. *Crowley, et al. v. Central Transport LLC,*
San Bernardino Case No. CIVDS1604546;
- 14 dddd. *Alfinito v. Loop Transportation,*
San Francisco County Superior Court Case No. CGC-17-556677;
- 15 eeee. *Rabanal v. P.F. Chang's China Bistro, et al,*
Alameda County Case No. RG17851208;
- 16 ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,*
San Bernardino County Case No. CIVDS1809416;
- 17 gggg. *Duke v. Jacobs Engineering Group Inc., et al.,*
San Bernardino Superior Court Case No. CIVDS1703459;
- 18 hhhh. *O'Leary v. Youngevity International, Inc.,*
San Diego County Superior Court Case No. 37-2017-00045550;

- 1 iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.,*
2 Napa County Superior Court Case No. 19CV000373;
- 3 jjjj. *Docter v. Accor Management US Inc.,*
4 San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- 5 kkkk. *Clothier v Spar Group, Inc.,*
6 Alameda County Superior Court Case No. RG18926494;
- 7 llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.,*
8 Sacramento County Superior Court Case No. 34-2019-00252683;
- 9 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC,*
10 Alameda County Superior Court Case No. RG19001392;
- 11 nnnn. *Casarez v. Chemtrade West US LLC,*
12 Alameda County Superior Court Case No. RG19008007;
- 13 oooo. *Butler v. Apple Inc.,*
14 Santa Clara County Superior Court Case No. 1-14-cv-262989;
- 15 pppp. *Gomez v. Pinnacle Workforce Logistics,*
16 San Bernardino County Superior Court Case No. CIVDS1804163;
- 17 qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.,*
18 San Diego County Superior Court Case No. 37-2015-00025968;
- 19 rrrr. *Madrid, et al. v. Golden Valley Health Centers,*
20 Merced County Superior Court Case. No. 20Cv-01484;
- 21 ssss. *Curtis v. Aegis Treatment Centers, LLC,*
22 Shasta County Superior Court Case No. 193712;
- 23 tttt. *Millay v. Napaidence OPCO, LLC,*
24 Napa County Superior Court Case. No. 19CV001903;
- 25 uuuu. *Gutierrez v. Brand Energy of California, Inc.,*
26 Alameda County Superior Court Case No. RG17846239;
- 27 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.,*
28 United States District Court, Northern District of California
 Case No. 4:21-cv-0188;
- www. *Zuckerbraun v. Flour Maintenance Serv., Inc.,*
 Alameda County Superior Court Case No. RG20054385;
- xxxx. *Clark-Alonso v. Southwest Airlines Co.,*
 Merced County Superior Court Case No. 21 CV-02475
- yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.,*
 Alameda County Superior Court Case No. RG20054385;
- zzzz. *Sica v Madison Industrial Serv. Team, Ltd Partnership,*
 United States District Court, Northern District of California
 Case No. 4:20-cv-08347;
- aaaaa. *Harrington v. Forbes Security, Inc.,*
 San Francisco County Superior Court Case No. CGC-20-584155;

- 1 *bbbbbb. Hernandez v. Chino Commercial Bank,*
2 San Bernardino County Superior Court Case No. CIVDS1922849;
- 3 *ccccc. Ellis v. Harder Mechanical Contractors, Inc.,*
4 United States District Court, Northern District of California
5 Case No. 21-cv-00844;
- 6 *ddddd. Harrington v. Creative Security Company, Inc.,*
7 Alameda County Superior Court Case No. RG21095377;
- 8 *eeeeee. Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
9 Los Angeles County Superior Court Case No. 20STCV03569
- 10 *fffff. Macomber v. Dermalogica, LLC,*
11 San Diego County Superior Court Case No: 37-2020-00020451;
- 12 *ggggg. Alvarez, et al. v. Autozone, Inc.,*
13 San Bernardino Superior Court Case No. CIVDS1416344;
- 14 *hhhhh. Walter v. Farfetch.com US, LLC,*
15 Orange County Superior Court Case No. 30-2020-01139875;
- 16 *iiiiii. Cascade Drilling Wage and Hour Cases,*
17 Alameda County Superior Court Case No. RG21090743;
- 18 *jjjjj. Bush, et al. v. Dutch Bros., LLC,*
19 Merced County Superior Court, Case No. 22CV-01415;
- 20 *kkkkk. Hernandez v. Automated Harvesting, LLC,*
21 Monterey County Superior Court, Case No. 22CV002717;
- 22 *lllll. Audycki v. Stanford Healthcare, a Corporation,*
23 Santa Clara County Superior Court Case No. 19CV347173;
- 24 *mmmmm. Collins v. National Insurance Inspection Services, Inc.,*
25 Los Angeles County Superior Court Case No. 20STCV15619;
- 26 *nnnnn. Avalos v. AxleHire, Inc.,*
27 Alameda County Superior Court Case No. 22CV020643;
- 28 *ooooo. Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
 Ventura County Superior Court Case No. 2023CUBT01235;
- ppppp. McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509;
- qqqqq. Ellis, et al. v. ARB, Inc.,*
 Contra Costa Superior Court Case No. C 20-02183;
- rrrrr. Delgado v. Avalon-Villa Health Care, LLC,* Los Angeles County Superior Court
 Case No. 23STCV15615;
- sssss. Perez Ruiz v. Boise Cascade Company,* Alameda Superior Court Case No.
 24CV069044; and
- ttttt. Cole v. Xerox Corporation,* Merced Superior Court Case No. 24CV06565.
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Factual and Procedural Background:

5. A true and correct copy of the Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Stipulation”) entered into by Plaintiff and SOS International LLC (“Defendant”) (collectively, the “Parties”) is attached hereto as **Exhibit A**. The Stipulation is discussed below.

6. On April 2, 2024, Plaintiff filed the operative complaint in Alameda County Superior Court and filed the First Amended Complaint on June 25, 2024. Plaintiff brought the action on behalf of herself and a putative class of approximately 329 individuals who work or worked for Defendant as interpreters at immigration courts in the State of California from and including March 26, 2023 through May 17, 2025 and who were classified as independent contractors. Plaintiff alleged that Defendant misclassified Class Members and, as a result, failed to meet its obligations to employees under California law. Specifically, Plaintiff alleged that Defendant underpaid wages for all hours worked, did not pay overtime wages, did not provide off-duty meal periods and paid rest breaks, failed to provide accurate wage statements, paid untimely wages, did not pay all wages due on termination, and did not reimburse necessary business expenses. Plaintiff asserted that Defendant’s practices and policies violated Labor Code §§ 201-203, 221, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775, and 2802 and related provisions of Industrial Welfare Commission Wage Order No. 4, and Business & Professions Code §§ 17200, *et seq.* Plaintiff also alleged related representative PAGA claims. A true and correct copy of the operative First Amended Complaint is attached hereto as **Exhibit B**.

7. Defendant denies all the allegations in their entirety. To date, no class has been certified and no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

8. As they began conducting discovery, the Parties decided to explore the possibility of settlement. Plaintiff provided Defendant with a detailed information request in response to which Defendant provided information and documents necessary for Plaintiff to engage in settlement discussions.

9. At the time the final settlement was reached, Defendant had provided relevant documents and information, including:

(A) The number of Class Members:

- There are approximately 329 Class Members.

(B) The total work days worked by Class Members:

- Class Members worked a total of approximately 32,000 Qualified Work Days during the Class Period.

(C) The total work weeks worked by Class Members:

- Class Members worked a total of approximately 11,500 Settlement Work Weeks during the Class Period.

(D) Class Members' average hourly wage:

- Class Members were hourly employees and the average hourly wage during the Class Period was approximately \$ 65.19.

(E) The total pay periods during the PAGA Period:

- Aggrieved Interpreters worked a total of approximately 5,750 Qualified Pay Periods during the PAGA Period.

10. On March 18, 2025, the Parties participated in an all-day mediation session with skilled mediator Hon. Carl J. West (Ret.), who has significant experience mediating wage and hour class actions. The mediated negotiations resulted in the parties reaching an agreement to settle the entire action, subject to the Court's approval. All terms of the parties' settlement are set forth in the Stipulation.

11. The Parties agreed that, for purposes of settlement only, to the following class definition: "All persons who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the Class Period and were classified as independent contractors."

12. The Class Period is the period from and including March 26, 2023, through May 17, 2025, or an alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3) of the Stipulation.¹ The members of the proposed Class are referred

¹ Pursuant to Paragraph III.M.2.(a).(3) of the Stipulation, if the actual number of Settlement Work
(Cont'd)

1 to as the “Class Members” in this declaration.

2 13. For the PAGA claims, the Parties agreed that “Aggrieved Interpreters” to mean “all
3 persons who are or were working for Defendant as interpreters at immigration courts in the State
4 of California any time within the PAGA Period and were classified as independent contractors.”
5 The PAGA Period is the period from and including March 26, 2023, through May 17, 2025, or an
6 alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph
7 III.M.2.(a)(3). All Aggrieved Interpreters are also Class Members unless they opt-out of
8 participation in the class action portion of the Settlement.

9 **Class Counsel’s Assessment of the Fairness of the Settlement:**

10 14. Based on my years of experience and my own independent investigation and
11 evaluation, I believe settlement for the consideration and on the terms set forth in the Stipulation
12 is fair, reasonable, and adequate and it is in the best interests of the settlement class considering
13 all known facts and circumstances and the expenses and risks inherent in litigation. I am familiar
14 with many class action settlements involving employment issues and have a strong understanding
15 of the trends in the value of settlements. I have also personally settled multiple class action cases
16 involving allegedly unpaid minimum and overtime wages, unpaid meal and rest break premiums,
17 inaccurate wage statement and unreimbursed business expenses, including those that also alleged
18 related PAGA claims. Based on that knowledge, I am of the opinion the settlement is fair,
19 reasonable and adequate and is in the best interests of the Class Members.

20 15. The following is an explanation of the best-case scenario for recovery in this case
21 based on the assumptions below that were derived from the information provided by Defendant
22 and speaking with several putative class members:

23 //

24 //

25 _____
26 Weeks 11,500 by more than 10% (i.e., if there are more than 12,650 work weeks), Defendant shall,
27 at its option, (1) increase the Maximum Settlement Amount by increasing the Net Settlement
28 Amount only and proportionally to the increase in work days above 10%. For example, if the actual
number of Settlement Work Weeks is 2% greater than 12,650, then the Net Settlement Amount will
increase by 2%, or (2) select a new end date for the Class Period where the total Settlement Work
Weeks is less than 12,650.

Assumptions Used:

- **329 total Class Members**
- **11,500 total weeks worked by Class Members during the Class Period**
- **32,000 total work days worked by Class Members during the Class Period**
- **458 work days where the Class Members worked more than eight hours**
- **\$65.19 average hourly wage during the Class Period**
- **Class Members worked approximately 5,750 pay periods during the Labor Code § 226 liability period**
- **153 Class Members are “former employees” for Labor Code § 203 waiting time penalty purposes**
- **5,750 total pay periods worked by Aggrieved Interpreters during the PAGA Liability Period**

Damage Calculations Based on Assumptions:

- **Unpaid Wages – \$1,043,040 (\$65.19 x 0.5 hours per work day x 32,000 work days)**
- **Unpaid Overtime - \$ \$22,391.62 (\$97.78 overtime rate x 0.5 hours per work day x 458 workdays with overtime)**
 - **Waiting Time Penalties -- \$2,472,004.80**
 - **The waiting time penalty for each Class Member who is a former employee of Defendant would be \$15,645.60 (\$65.19/hour x 8 hours x 30 days). There are 158 former employee Class Members.**
- **Missed Meal Periods – approximately \$325,950 [\$65.19/hour x 5,000 violations (assuming 5,000 violations based on time and payroll records produced)]**
- **Missed Rest Breaks – approximately \$1,995,009.57 [\$65.19/hour x 30,603 violations (assuming 30,603 violations based on time and payroll records)]**
- **LC 2802 Reimbursement – approximately 172,500 [\$15 per workweek x 11,500 workweeks]**
- **LC 226 Penalty -- approximately \$575,000 [5,750 pay periods during liability period x \$100 per pay period]**
- **The above damages total \$6,605,896.00.**

Damage Calculation for PAGA Penalties:

- **Potential PAGA penalties could add another \$4,040,800 in statutory damages at \$100 per Qualified Pay Period.²**

16. The strongest claim is the unpaid wages claim. However, Defendant has asserted numerous defenses. Thus, although the maximum theoretical damages exceed the Maximum Settlement Amount, Defendant's defenses warrant a substantial discount. Defendant asserts that arbitration agreements containing class waivers exist that prevent this action from being certified. If Defendant were successful, it is unlikely that many Class Members would pursue individual claims. Defendant also contests that Class Members were misclassified as independent contractors under both the ABC test contained in Labor Code § 2775, as well as under the *Borello* test if the ABC test was found to not apply.³ If Defendant were to successfully show that Class Members were properly classified as independent contractors, there would be no recovery at all. Defendant also disagrees with average wage rates for Class Members, alleging they are skewed by the process of paying Class Members by work order, not by the hour, as well as the averages are altered by certain Class Members negotiating higher rates when there were cancellations by other interpreters. Defendant also contends that it shifted to remote-work during after the pandemic, which reduces the damages for unpaid wages, missed meal periods, and unreimbursed business expenses. Defendant also challenges the number of meal and rest break violations. Defendant asserts that most of the work orders for interpretation services were less than three hours, reducing the number of meal period violations. Defendant also alleges the respective immigration courts took regular breaks, in turn allowing Class Members to take meal and rest breaks.

17. The settlement provides that Defendant will pay a Maximum Settlement Amount ("MSA") of \$450,000, plus the employer-side payroll taxes, to resolve the claims covered by the settlement. There is no reversion of the MSA to Defendant.

18. After subtracting out the amounts allocated to pay the costs of administration (capped at no more than \$7,500), the PAGA Payment (\$25,000), the Class Counsel Award

² As addressed below, courts have wide latitude in assessing PAGA penalties.

³ [*S. G. Borello & Sons, Inc. v. Department of Industrial Relations* \(1989\) 48 Cal.3d 341.](#)

(estimated to be \$150,000 in fees and no more than \$17,500 in actual out-of-pocket costs), and the Class Representative's Incentive Award/General Release Payment (estimated to be \$10,000), all of which are subject to the Court's approval, the NSA is estimated to be \$240,500. The NSA will be distributed to all Settlement Class Members, defined as all Class Members who do not timely opt out, based on the formula set forth in the Stipulation and summarized below. On average, each of the 329 Class Members will receive a gross settlement payment of \$731.00 (\$240,500/329).

19. Not surprisingly, Defendant has raised what it considers to be substantial defenses to Plaintiff's class claims. Defendant asserts that it has always complied with the California Labor Code, the California Wage Orders, and all applicable California state law.

20. Further, recent California Supreme Court case law has interpreted the "good faith" defense in a manner that makes it more difficult for employees to obtain certain penalties, including Labor Code §§ 203 waiting time and 226(e)(1) penalties.⁴ *Naranjo II* found that, if an employer who reasonably believes that its conduct was lawful, it will not be subject to penalties that are intended to deter willful or intentional misconduct.⁵ In other words, *Naranjo II* approved a relatively low bar for establishing a good faith defense to avoid Labor Code §§ 203 and 226(e)(1) penalties.⁶

21. Class Counsel is of the opinion that Plaintiff would be able to establish Defendant's class-wide liability at trial. However, taking Defendant's proposed defenses into account, Class Counsel believes the proposed allocations of the Net Settlement Amount ("NSA") to be fair and reasonable.

22. The settlement is a good compromise for the damages of absent Class Members. The settlement provides that the estimated Net Settlement Amount of \$240,500 will be distributed

⁴ *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 ("*Naranjo I*"). Although the Court addressed whether a good faith defense exists for the "knowing and intentional" requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the "willfulness" requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

⁵ *Id.* at 1077-81.

⁶ *Id.* at 1078 ("[s]o long as no other evidence suggests the employer acted in bad faith, presentation of a good faith defense, based in law or fact, will negate a finding of willfulness," quoting *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204 and citing other cases).

on a pro-rata basis based on the number of Qualified Work Days worked by each Class Member during the Class Period.

23. The settlement provides that \$25,000 of the MSA will be allocated to the settlement of the PAGA claims. Of that amount, the settlement provides that 75%, or \$18,750, will be paid to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code and 25% – or \$6,250 – will be allocated to the Aggrieved Interpreters. Class Members who fall within the “Aggrieved Interpreter” definition will receive an Individual PAGA Payment.

24. Again, Defendant has raised what it considers to be substantial defenses to Plaintiff’s claims. Also, Defendant has argued that, even if Plaintiff succeeds, it will be able to convince the court to reduce the amount of PAGA penalties awarded, which Plaintiff recognizes is a substantial risk. Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA penalties after trial. In setting the penalties to be assessed, courts have wide latitude.⁷ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Thurman v Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1119, 1135 (2012), *disapproved on other grounds* in *ZB, N.A. v Superior Court*, 8 Cal. 5th 175, 196 n.8 (2019) (of \$512,000 PAGA penalties requested, the court awarded \$358,588);
- *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 U.S. Dist. LEXIS 83677, at *51-52 (N.D. Cal. June 15, 2012) (of \$3,334,942 PAGA penalties requested, the court ordered a \$2,764,896 default judgment after jury dismissed);
- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA

⁷ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

penalties requested, the court awarded \$500,000);

- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.* (N.D. Cal. 2019 384 F. Supp. 3d 1058, 1073, 1080, 1101, 1103-04, 1111), vacated in part, reversed in part, and remanded in

part by *Magadia v. Wal-Mart Assocs.*, 999 F.3d 668, 671 (9th Cir. 2021) (the district court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

25. The Stipulation provides all Class Members with the opportunity to request exclusion from the settlement or to object to the settlement terms. Class Members will have until the Response Deadline to opt out or object, which is 45 calendar days after the Settlement Administrator first mails the Notice of Class Settlement (“Notice”).

26. Settlement Class Members, *i.e.*, those Class Members who do not opt out of the settlement, are not required to submit a claim to receive an Individual Settlement Payment.

27. Each Settlement Class Member will be assigned a share calculated by dividing his or her total number of Qualified Work Days by the total number of Qualified Work Days for the entire Settlement Class, which is that person’s Payment Ratio. The Payment Ratio then will be multiplied by the NSA to determine that Settlement Class Member’s Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

28. If no Class Member opts out, the average Individual Settlement Payment will be approximately \$731.00 (\$240,500/329 Class Members). For the reasons explained above, including the various defenses and other risks of litigation, the proposed settlement amount is reasonable under the circumstances.

29. The Stipulation provides that the portion of the PAGA Payment allocated to Aggrieved Interpreters will be distributed in Individual PAGA Payments to each Aggrieved Interpreter. Using the Aggrieved Interpreter Data that Defendant will provide, the Settlement Administrator will calculate the total Qualified Pay Periods for all Aggrieved Interpreters. The respective Qualified Pay Periods for each Aggrieved Interpreter will be divided by the total Qualified Pay Periods for all Aggrieved Interpreters, resulting in the Payment Ratio for each Aggrieved Interpreter. Each Aggrieved Interpreter’s Payment Ratio will then be multiplied by the \$6,250 portion of the PAGA Payment allocated for distribution to the Aggrieved Interpreters to

1 calculate each Aggrieved Interpreter's Individual PAGA Payment.

2 30. The settlement provides that the Settlement Class Members will provide a limited
3 release, the scope of which is narrowly tailored to the claims asserted in the operative FAC filed
4 in this action and factual or legal theories that reasonably could have been alleged based on the
5 facts and legal theories contained in the operative Complaint. The release is also temporally
6 limited to the Class Period.

7 31. The settlement provides a separate PAGA Release through which the named
8 Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of
9 California Executive Branch Agency, releases the Released Parties of and from any and all claims
10 for civil penalties, attorneys' fees, and litigation costs under PAGA, as alleged in the operative
11 Complaint for the PAGA Period (the "PAGA Released Claims"). No individual Class Members
12 or Aggrieved Interpreters are providing a PAGA Release.⁸

13 32. The settlement provides the proposed Class Representative, Plaintiff Diaz, with a
14 reasonable service payment for the risks she took and the time and effort she expended in coming
15 forward to provide invaluable information in support of the claims alleged in the FAC.

16 33. The settlement also provides a fair notice procedure that ensures the highest number
17 of Class Members will receive the Notice. The proposed Notice explains in plain language the
18 nature of the lawsuit, terms of the settlement, Class Members' rights, the number of Qualified
19 Work Days and Qualified Pay Periods the specific Class Member worked, expected Individual
20 Settlement Payment that each Class Member can expect to receive, and the steps necessary to
21 request exclusion from or object to the settlement. *See* Stipulation Exhibit 1.

22 34. The settlement provides that a Class Member who disagrees with the stated number
23 of Qualified Work Days on his or her Notice may submit a dispute to the Settlement Administrator
24 by the Response Deadline.

25 35. Also, although "PAGA has no notice requirements for unnamed aggrieved
26

27 ⁸ As part of the final approval process, Plaintiff will seek the Court's approval of the PAGA portion
28 of the Settlement, including the \$25,000 PAGA Payment, the distribution plan for the PAGA
Payment and the PAGA Release.

employees, nor may such employees opt out of a PAGA action,”⁹ the Notice will inform Settlement Class Members and Aggrieved Interpreters of the PAGA Settlement and the amount of the Individual PAGA Payment the Aggrieved Interpreter can expect to receive. *See* Stipulation Exhibit 1.

36. My firm conducted an extensive investigation of the factual allegations involved in this case. We reviewed relevant information and documents produced through formal and informal discovery prior to reaching a settlement. As part of the settlement negotiations, we participated in formal mediation with an experienced mediator and engaged in meaningful discussions with Defendant’s counsel.

37. I believe the settlement amount for each Settlement Class Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The settlement is the result of extensive arms-length negotiations.

38. Fairness of the settlement is further demonstrated by the uncertainty and risks to Plaintiff and the Class Members involved in not prevailing on the class claims. Defendant adamantly disputes Plaintiff’s ability to certify the class and to prove that Defendant is liable to the Class Members for its practices regarding the wages for all hours worked, overtime pay, meal periods, rest breaks, wage statements, termination pay, and expense reimbursement. Were a class not certified, it is unlikely that any putative Class Members would maintain individual actions against Defendant.

Suitability of the Settlement Class for Certification

39. To date, no class has been certified. The Stipulation reached among the Parties contains a provision pursuant to which we stipulate to the Court’s provisional certification of the settlement Class but do so for purposes of this settlement only.

40. As proposed Class Counsel, I believe that Plaintiff could successfully prove that this action meets the requirements of class certification; however, I understand that Defendant’s

⁹ *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122.

counsel disagrees.

41. The proposed settlement Class is ascertainable. The Class definition, the total size of the Class and the means for identifying the members of the Class determine whether the Class is ascertainable. In this case, the members of the proposed settlement Class are identifiable from Defendant's records. Further, the size of the proposed Class is sufficiently numerous to warrant certification. According to Defendant's records, there are approximately 329 proposed Class Members.

42. Plaintiff believes that she would defeat any effort by Defendant to compel arbitration. Plaintiff further contends that the proposed Class Members' claims all stem from a common set of circumstances. All Class Members worked for Defendant worked for Defendant as an interpreter at immigration courts in the State of California and were classified as an independent contractor during the relevant time. Plaintiff contends that all Class Members were subject to Defendant's classification policy and practice and its uniform practices and policies regarding the payment of wages, overtime, meal periods, rest breaks, wage statements, termination pay and expense reimbursement. Those uniform policies and practices are at the core of Plaintiff's allegations that Defendant violated the Labor Code and create questions of law and fact common to all Class Members. All the Class Members seek the same legal remedies under the same state laws. Common questions regarding Defendant's classification of the interpreters working for it and its pay policies and practices are among the key issues that will determine Defendant's alleged liability to the proposed settlement Class. Plaintiff contends that common questions will predominate over any individual questions that may arise. Under these circumstances, the requirements that common questions of law and/or fact exist among the proposed Class Members and will predominate over individual questions are satisfied for purposes of certifying the Class for settlement.

43. Plaintiff Diaz, the proposed Class Representative, contends that she, like all the Class Members, worked for Defendant as an interpreter at immigration courts in the State of California and was classified as an independent contractor during the relevant time. Plaintiff alleges that she was subject to Defendant's uniform policies and practices regarding regular and

1 overtime pay, meal periods, rest breaks, wage statements, termination pay, and expense
2 reimbursement. Thus, Plaintiff's claims and the Class Members' claims arise from the same
3 course of conduct.

4 44. Plaintiff also has demonstrated that she will aggressively and competently assert
5 the interests of the Class Members. Plaintiff has retained competent counsel experienced in
6 litigating class action claims in the wage and hour context.

7 **The Proposed Class Representative Incentive Award/General Release Payment:**

8 45. It is appropriate to recognize the contribution of Plaintiff Diaz in prosecuting this
9 litigation. I believe it is fair and reasonable that Plaintiff receive a \$10,000 incentive award.
10 Plaintiff Diaz is the proposed Class Representative for the putative class members and she actively
11 and aggressively represented them during this litigation. Plaintiff has been essential elements in
12 the successful prosecution and ultimate settlement of this case and was always available to provide
13 her input on the litigation, gather evidence, and provide other information that proved critical to
14 the prosecution. The proposed enhancement is fair given the amount of time and effort Plaintiff
15 spent on assisting in the prosecution of this case and the personal hardship and pressure she faced
16 because of filing this lawsuit against her former employer. In addition, Plaintiff Diaz will provide
17 a general release of her claims against Defendant, which is much broader than the limited release
18 that will apply to the Settlement Class Members. Plaintiff Diaz will provide a declaration outlining
19 her efforts on behalf of the Class Members as part of the final approval process.

20 **Residual Funds:**

21 46. Settlement checks mailed out to Settlement Class Members shall be valid for 180
22 calendar days from the date of issuance. The settlement provides that, after the check void date,
23 the Settlement Administrator will send any funds from uncashed checks to Legal Aid at Work.
24 Legal Aid at Work provides pro bono representation in various areas including workers' rights.
25 See <https://legalaidatwork.org/>.

26 **Overlapping Cases:**

27 47. To my knowledge, there are no related pending cases that will be affected by this
28 settlement.

Tax Treatment:

48. The Stipulation provides that the Individual Settlement Payments to be paid to Settlement Class Members are for reimbursement of expenses, interest, and penalties. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% statutory penalties. The Settlement Administrator will be responsible for issuing and mailing all required IRS Form 1099s.

Settlement Administration:

49. The parties have agreed to propose Phoenix Settlement Administrators to serve as Settlement Administrator for the Settlement. Phoenix Settlement Administrators is an experienced settlement administration firm.

Attorneys' Fees and Costs:

50. Counsel understands that if preliminary approval is granted, the Court will not take up the issue of attorneys' fees until the final approval hearing. Should preliminary approval be granted, Counsel will provide information regarding the hours spent and costs incurred litigating this case with Plaintiff's application for final approval.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on this 20th day of June, 2025, at San Francisco, California.


ERIC A. GROVER

EXHIBIT A

1 ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com

2 ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com

3 **KELLER GROVER LLP**

4 1965 Market Street
San Francisco, California 94103
5 Telephone: (415) 543-1305
6 Facsimile: (415) 543-7861

7 Attorneys for Plaintiff Yesenia Diaz

8 KENNETH D. SULZER (SBN 120253)
ksulzer@constangy.com

9 REGINA MUSOLINO (SBN 198872)
rmusolino@constangy.com

10 **CONSTANGY, BROOKS, SMITH & PROPHETE LLP**

11 2029 Century Park East, Suite 1100
Los Angeles, California 90067
12 Telephone: (310) 909-7775

13 Attorneys for Defendant SOS International LLC

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF ALAMEDA**

16
17 YESENIA DIAZ, on behalf of herself, all
18 others similarly situated, and all aggrieved
employees,

19 Plaintiff,

20 v.

21 SOS INTERNATIONAL LLC; and DOES 1
22 through 10, inclusive,

23 Defendants.

Case No. 24CV069862

CLASS ACTION

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Yesenia Diaz (“Plaintiff”),
2 individually and on behalf of the Settlement Class, and Defendant SOS International LLC
3 (“Defendant”), and subject to approval by the Court, that the Action is hereby compromised and
4 settled under the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action
5 Settlement and Release of Claims (the “Stipulation”) and that the Court shall make and enter
6 judgment subject to the definitions, recitals and terms set forth in this Stipulation.

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the civil action entitled *Yesenia Diaz v. SOS International LLC*,
9 Alameda County Superior Court Case No. 24CV069862, filed on April 2, 2024.
- 10 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of
11 Class and PAGA Action Settlement and Release of Claims.
- 12 C. “Aggrieved Interpreters” means all persons who are or were working for Defendant as
13 interpreters at immigration courts in the State of California any time within the PAGA
14 Period and were classified as independent contractors. All individual Aggrieved
15 Interpreters are also Class Members, unless they opt-out of participation in the class
16 portion of the Settlement.
- 17 D. “Aggrieved Interpreter Data” means information regarding Aggrieved Interpreters that
18 Defendant will compile from its available existing records and provide to the Settlement
19 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all
20 the following information: (i) each Aggrieved Interpreter’s full name; (ii) each Aggrieved
21 Interpreter’s last-known address; (iii) each Aggrieved Interpreter’s Social Security
22 Number; and (iv) the number of pay periods worked by each Aggrieved Interpreter during
23 the PAGA Period.
- 24 E. “Class Counsel” means the attorneys of record for the Class Representative and Class
25 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market
26 Street, San Francisco, California 94103.
- 27
- 28

- 1 F. "Class Counsel Award" means an award of attorneys' fees, expenses, and litigation costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in recognition
3 of their efforts and risks in prosecuting the Action.
- 4 G. "Class Data" means information regarding Class Members that Defendant will compile
5 from its available and existing records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include all the following
7 information: (i) each Class Member's full name; (ii) each Class Member's last-known
8 address; (iii) each Class Member's Social Security Number; and (iv) the total number of
9 days and weeks each Class Member performed work during the Class Period.
- 10 H. "Class Members" means all persons who are or were working for Defendant as interpreters
11 at immigration courts in the State of California any time within the Class Period and were
12 classified as independent contractors. All Class Members are also "Aggrieved
13 Interpreters."
- 14 I. "Class Period" shall mean the time period from and including March 26, 2023, through
15 May 17, 2025, or an alternative date to be selected by Defendant, subject to the
16 provisions set forth in Paragraph III.M.2.(a)(3).
- 17 J. "Class Representative Incentive Award/General Release Payment" means the amount that
18 the Court authorizes to be paid to the Plaintiff from the Maximum Settlement Amount, in
19 addition to the Plaintiff's Individual Settlement Payment and Individual PAGA Payment,
20 in recognition of her effort and risk in assisting with the prosecution of the Action.
- 21 K. "Class Representative" means the Plaintiff Yesenia Diaz.
- 22 L. "Complaint" means the operative First Amended Class and Representative Action
23 Complaint filed in Alameda County Superior Court on June 25, 2024.
- 24 M. "Court" means the Alameda County Superior Court.
- 25 N. "Defendant" means SOS International LLC.
- 26
27
28

- 1 O. "Defense Counsel" means Kenneth D. Sulzer and Regina Musolino of Constangy, Brooks,
2 Smith & Prophete, LLP, 2029 Century Park East, Suite 1100, Los Angeles, California
3 90067.
- 4 P. "Effective Date" shall be the date of the later of the following: (a) 65 calendar days after
5 the Court enters a final approval order and judgment approving the settlement, or (b) if any
6 appeal, writ, or other appellate proceeding opposing the Court's final approval order
7 approving the settlement has been filed, five business days after any appeal, writ, or other
8 appellate proceedings opposing the settlement have been finally and conclusively
9 dismissed with no right to pursue further judicial remedies or relief.
- 10 Q. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 11 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Interpreter
12 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
13 Payment and an Individual PAGA Payment will receive one check incorporating both
14 amounts.
- 15 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
16 Amount to each Settlement Class Member. An individual who is entitled to both an
17 Individual Settlement Payment and an Individual PAGA Payment will receive one check
18 incorporating both amounts.
- 19 T. "LWDA" means the California Labor & Workforce Development Agency.
- 20 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that will
21 be paid to the LWDA pursuant to PAGA.
- 22 V. "Maximum Settlement Amount" means \$450,000, which includes all payments to
23 Settlement Class members, payment of the Class Counsel Award, payment of the Class
24 Representative Incentive Awards/General Release Payments, the PAGA Payment, and
25 payment to the Settlement Administrator for settlement administration expenses. This is
26 an all-in and non-reversionary Settlement. Other than as provided in Paragraph
27
28

1 III.M.2.(a)(3), in no event shall Defendant be liable for more than the Maximum
2 Settlement Amount of \$450,000 under this Agreement.

3 W. "Net Settlement Amount" means the amount that remains after deducting the Class
4 Representative Incentive Award/General Release Payment (estimated to be \$10,000), the
5 Class Counsel Award (estimated to be \$150,000 in fees and no more than \$17,500 in
6 costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at
7 no more than \$7,000) from the Maximum Settlement Amount, resulting in a Net
8 Settlement Amount of an estimated \$240,500.

9 X. "Notice of Class and PAGA Action Settlement" means the notice substantially similar to
10 the notice attached to this Stipulation as **Exhibit 1**.

11 Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor
12 Code §§ 2698, *et seq.*

13 Z. "PAGA Payment" means the \$25,000 portion of the Maximum Settlement Amount that is
14 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of
15 which will be paid to the Aggrieved Interpreters and 75% (\$18,750) of which will be paid
16 to the LWDA.

17 AA. "PAGA Period" means the period from and including March 26, 2023, through May 17,
18 2025, or an alternative date to be selected by Defendant, subject to the provisions set
19 forth in Paragraph III.M.2. (a)(3).

20 BB. "PAGA Released Claims" means any and all claims for civil penalties under PAGA based
21 on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA and
22 the operative Complaint for violations allegedly suffered by an Aggrieved Interpreter
23 during the PAGA Period (i.e. Labor Code §§ 201-203, 204, 221, 224, 226(a), 226.2, 226.3,
24 226.7, 226.8, 432.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802) as well
25 as all facts, theories, or claims for civil penalties that would be considered administratively
26 exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

1 CC. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
2 Plaintiff or Defendant, individually.

3 DD. "Payment Ratio – Aggrieved Interpreter" means the respective number of Qualified Pay
4 Periods for each Aggrieved Interpreter divided by the total number of Qualified Pay
5 Periods for all Aggrieved Interpreters.

6 EE. "Payment Ratio – Class Member" means the respective number of Qualified Work Days
7 worked by an individual Settlement Class Member who does not opt-out of the class action
8 portion of the Settlement divided by the total number of Qualified Work Day worked by all
9 Settlement Class Members who do not opt-out of the class action portion of the Settlement.

10 FF. "Plaintiff" shall mean the named Plaintiff Yesenia Diaz.

11 GG. "Preliminary Approval Date" means the date on which the Court enters an order granting
12 preliminary approval of the Settlement.

13 HH. "Preliminary Approval Order" means an order granting preliminary approval of the
14 Settlement.

15 II. "Qualified Pay Periods" means and includes any and all pay periods, inferred from
16 Defendant's records of Aggrieved Interpreters' work orders, during which one or more
17 Aggrieved Interpreters performed a work order for Defendant in California during the
18 PAGA Period. For the purposes of calculating Qualified Pay Periods, the Parties will use
19 the pay period timeframe of Defendant's employees, which is bimonthly. Therefore, to
20 calculate the Qualified Pay Periods, the Parties will divide each Aggrieved Interpreters'
21 Settlement Work Weeks by two.

22 JJ. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be set
23 up by the Settlement Administrator and into which the Maximum Settlement Amount shall
24 be deposited and from which disbursements shall be made.

25 KK. "Qualified Work Day" means and includes each day during which Class Members
26 performed work for Defendant in California during the Class Period (as reflected in
27 Defendant's records of each Class Members' work orders).

1 LL. "Released Claims" means and includes all any and all causes of action, claims, rights,
2 statutory damages, penalties, liabilities, expenses, and losses against the Released Parties
3 arising between March 26, 2023 and May 17, 2025, inclusive, under state, federal, or local
4 law, whether statutory or otherwise, arising out of the claims expressly pleaded in the
5 Complaint (i.e., Labor Code §§ 201-203, 204, 226(a), 225.3, 226.7, 226.8, 432.5, 510, 512,
6 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775 and 2802, and Business & Professions Code
7 §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other
8 potential claims reasonably related to or arising out of the same set of facts pleaded in the
9 Complaint, such as those under the California Labor Code, Wage Orders, regulations,
10 and/or other provisions of law. The time period of the Released Claims shall be for the
11 entirety of the Class Period.

12 MM. "Released Parties" shall mean Defendant SOS International LLC and all of its parent
13 companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its
14 or their shareholders, officers, directors, employees, agents, principals, representatives,
15 attorneys, accountants, partners, investors, administrators, insurers, predecessors,
16 successors and assigns, and any individual or entity that could be liable for any of the
17 Released Claims.

18 NN. "Response Deadline" means the date 45 calendar days after the Settlement Administrator
19 first mails the Notice of Class and PAGA Action Settlement to Class Members and is the
20 last date on which Class Members may submit Requests for Exclusion or a Notice of
21 Objection to the Settlement. Class Members may only submit Requests for Exclusion with
22 respect to the class action component of this settlement. Aggrieved Interpreters shall have
23 no right to opt out of the PAGA portion of the Settlement.

24 OO. "Settlement" means the disposition of the Action pursuant to this Agreement.

25 PP. "Settlement Administrator" means Phoenix Settlement Administrators.

26 QQ. "Settlement Class Members" means all Class Members who do not submit a valid Request
27 for Exclusion. All Settlement Class Members will automatically receive an Individual
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1 Settlement Payment without the need to submit a claim form. Settlement Class Members
2 will release all of the Released Claims and be bound by all terms of the Settlement and any
3 final judgment entered in this Action.

4 RR. "Settlement Work Weeks" means the total number of weeks during the Class Period where
5 a Class Member worked at least one Work Order.

6 SS. "Work Orders" are the basis for the calculation of Qualified Work Days and/or Qualified
7 Pay Periods for all Class Members and/or Aggrieved Interpreters. If a Class Member
8 performed one work order in a day, that day counts as one Qualified Work Day. If an
9 Aggrieved Interpreter performed one Work Order during a pay period within the PAGA
10 Period, that would count as one Qualified Pay Period.

11 II. RECITALS

12 A. Class Certification. The Parties stipulate and agree to certification for purposes of this
13 Settlement only. This Agreement is subject to approval by the Court and is made for the
14 sole purpose of consummating settlement of the Action. Should the Settlement not
15 become final and effective as provided herein, class certification shall immediately be set
16 aside and the Settlement Class immediately decertified, subject to further proceedings on
17 the motion of any party to certify or deny certification thereafter. The Parties' willingness
18 to stipulate to class certification as part of the Settlement shall have no bearing on, and
19 shall not be admissible in or considered in connection with, the issue of whether a class
20 should be certified in a non-settlement context in this Action and shall have no bearing on,
21 and shall not be admissible or considered in connection with, the issue of whether a class
22 should be certified in any other lawsuit.

23 B. Settlement Negotiations. The Parties participated in a private mediation session with
24 respected mediator Hon. Carl J. West, Ret. and engaged in good faith, arms-length
25 settlement negotiations. As part of the process, the Parties exchanged the information
26 necessary to engage in productive settlement negotiations. The negotiations resulted in the
27 Settlement described in this Stipulation to resolve this Action in its entirety.

1 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
2 recognize the expense and length of continued proceedings that would be necessary to
3 litigate their disputes through trial and through any possible appeals. Plaintiff also has
4 taken into account the uncertainty and risks regarding the outcome of further litigation and
5 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
6 are aware of the burdens of proof necessary to establish liability for the claims asserted in
7 the Action, both generally and in response to Defendant's defenses thereto, and the
8 difficulties in establishing damages and civil penalties for the Class Members and
9 Aggrieved Interpreters. Based on these factors, Plaintiff and Class Counsel have
10 determined that the terms set forth in this Agreement represent a fair, adequate, and
11 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
12 the Aggrieved Interpreters.

13 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
14 this litigation would be protracted and expensive for all Parties. Substantial amounts of
15 Defendant's time and resources have been and, unless this Settlement is made, will
16 continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its
17 decision to enter into this Settlement, Defendant also has taken into account the risks of
18 further litigation. Defendant denies each of the allegations and claims asserted against it in
19 the Action. Despite continuing to contend that it is not liable for any of the claims that
20 Plaintiff has asserted, Defendant nonetheless has agreed to settle in the manner and upon
21 the terms set forth in this Agreement to put to rest the claims asserted in the Action.

22 E. Class Members' Claims. The Class Representative contends that the allegations have
23 merit and give rise to liability on Defendant's part. This Agreement is a compromise of
24 disputed claims. The monies being paid as part of the Settlement are genuinely disputed
25 and the Parties agree that the provisions of California Labor Code § 206.5 are not
26 applicable to this Settlement. Because there is a good faith dispute as to whether any
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1 wages are due, the release of claims does not violate California Labor Code § 206.5, which
2 provides in pertinent part as follows:

3 An employer shall not require the execution of any release of any claim or
4 right on account of wages due or to become due, or made as an advance on
wages to be earned, unless payment of such wages has been made.

5 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
6 in this Agreement, and no action taken to carry out this Agreement may be construed or
7 used as an admission by or against the Class Members or Class Counsel regarding the
8 merits or lack of merit of the claims asserted.

9 F. Aggrieved Interpreters' Claims. Plaintiff contends that the PAGA allegations have merit
10 and give rise to liability on the part of Defendant. This Agreement is a compromise of
11 disputed claims. The monies being paid as part of the settlement are genuinely disputed
12 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
13 settlement. Nothing contained in this Agreement, no documents referred to in this
14 Agreement and no action taken to carry out this Agreement may be construed or used as an
15 admission by or against the Aggrieved Interpreters or Class Counsel as to the merits or
16 lack of merit of the claims asserted.

17 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
18 Released Claims have no merit and do not give rise to liability. This Agreement is a
19 compromise of disputed claims. The monies being paid as part of the Settlement are
20 genuinely disputed and the Parties agree that the provisions of California Labor Code §
21 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
22 whether any wages are due, the release of claims does not violate California Labor Code §
23 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
24 and no action taken to carry out this Agreement may be construed or used as an admission
25 by or against Defendant as to the merits or lack of merit of the claims asserted.

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1 “Plaintiff’s General Release.”) With respect to the Plaintiff’s General Release, the Plaintiff
2 stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have
3 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
4 rights and benefits of Section 1542 of the California Civil Code, or any other similar
5 provision under federal or state law, which provides:

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

13 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement
14 are found hereafter to be other than or different from the facts now believed to be true, the
15 release of claims contained in the Plaintiff’s General Release shall be effective as to all
16 unknown claims.

17 However, specifically excluded from this general release of claims by Plaintiff are any
18 claims for or relating to workers’ compensation, unemployment insurance, or any other
19 claims that cannot be waived by law.

20 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as a representative
21 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
22 in this Action, agrees to release the Released Parties of and from any and all claims for
23 civil penalties, attorneys’ fees, and litigation costs under the California Labor Code Private
24 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA
25 notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the “PAGA Released
26 Claims.” To avoid and prevent doubt, the Parties agree that the judgment to be entered by
27 the Court following approval of this settlement forever bars Plaintiff and the LWDA,
28 directly or through any other proxy or agent, from any future prosecution of any of the
PAGA Released Claims against any of the Released Parties.

- 1 E. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all the following events:
- 3 1. The Court enters a Preliminary Approval Order granting preliminary approval to the
4 Settlement;
 - 5 2. The Court enters a Final Approval Order and a judgment;
 - 6 3. The final Effective Date occurs; and
 - 7 4. Defendant does not invoke its right to revoke the Settlement as described in
8 Paragraph III.S herein.
- 9 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
10 final approval of this Agreement with prejudice, the Settlement fails to become effective,
11 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
12 prohibits Defendant from obtaining a complete resolution of the claims as described
13 herein:
- 14 1. This Agreement shall be *void ab initio* and of no force or effect, and shall not be
15 admissible in any judicial, administrative or arbitral proceeding for any purpose or
16 with respect to any issue, substantive or procedural;
 - 17 2. The conditional class certification (obtained for any purpose) shall be *void ab initio*
18 and of no force or effect, and shall not be admissible in any judicial, administrative or
19 arbitral proceeding for any purpose or with respect to any issue, substantive or
20 procedural; and
 - 21 3. None of the Parties to this Settlement will be deemed to have waived any claims,
22 objections, defenses or arguments in the Action.
- 23 G. Certification of the Settlement Class. The Parties stipulate to conditional class certification
24 of the Settlement Class for the Class Period for purposes of settlement only as follows:
- 25 1. Plaintiff Yesenia Diaz shall be appointed as the Class Representative.
 - 26 2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover
27 LLP shall be appointed as Class Counsel.

1 3. In the event that the Court denies preliminary or final approval of this Settlement
2 Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or
3 modified by the Court, or in any way prevents or prohibits Defendant from obtaining
4 a complete resolution of the claims as described herein, the conditional class
5 certification (obtained for any purpose) shall be *void ab initio* and of no force or
6 effect, and shall not be admissible in any judicial, administrative or arbitral
7 proceeding for any purpose or with respect to any issue, substantive or procedural.

8 H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of
9 the payments called for by this Stipulation, and Plaintiff, Settlement Class Members,
10 Aggrieved Interpreters and Defendant are not relying on any statement or representation by
11 the Parties in this regard. Plaintiff and Settlement Class Members understand and agree
12 that they will be responsible for the payment of their respective portions of any taxes and
13 penalties assessed on the Class Representative Incentive Award/General Release Payment,
14 Individual Settlement Payments, and Individual PAGA Payments described in this
15 Stipulation and will be solely responsible for any penalties or other obligations resulting
16 from their personal tax reporting of all such payments.

17 I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class
18 Members, acknowledges and agrees that: (1) no provision of this Agreement, and no
19 written communication or disclosure between or among the Parties or their attorneys and
20 other advisers, is or was intended to be, nor shall any such communication or disclosure
21 constitute or be construed or be relied upon as, tax advice within the meaning of United
22 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
23 acknowledging party: (a) has relied exclusively upon his, her or its own, independent legal
24 and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this
25 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
26 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
27 any communication or disclosure by any attorney or adviser to any other party to avoid any
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1 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
2 adviser to any other Party has imposed any limitation that protects the confidentiality of
3 any such attorney's or adviser's tax strategies (regardless of whether such limitation is
4 legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
5 structure of any transaction, including any transaction contemplated by this Agreement.

6 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
7 Court a Motion for Preliminary Approval and supporting papers, which shall include this
8 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
9 least five calendar days before filing the documents.

10 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
11 Settlement Administrator is bound to all of the terms, conditions, and obligations described
12 in this Settlement Agreement. Among these obligations, the Settlement Administrator
13 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
14 and Individual PAGA Payments; processing and transmitting payments to the Class
15 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
16 Interpreters; printing the Notice of Class and PAGA Action Settlement and mailing it to
17 the Class Members and Aggrieved Interpreters as directed by the Court; receiving,
18 processing, and reporting Requests for Exclusion and Notices of Objection; sending a
19 postcard reminder to Settlement Class Members and Aggrieved Interpreters 30 days before
20 the check void date; distributing tax forms; providing declaration(s) as necessary in
21 support of preliminary and/or final approval of this Agreement; and such other tasks as the
22 Parties mutually agree or the Court orders the Settlement Administrator to perform. The
23 Settlement Administrator shall keep the Parties timely apprised of the performance of all of
24 the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have
25 no responsibility for validating or ensuring the accuracy of the Settlement Administrator's
26 work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any
27 responsibility for errors or omissions in the calculation or distribution of Individual
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Settlement Payments, Individual PAGA Payments or any other distribution of monies contemplated by this Agreement.

L. Notice Procedure.

1. Class Data and Aggrieved Interpreter Data. No later than 21 calendar days after the Preliminary Approval Date and only after Defendant receives sufficient and reasonable assurance that the Settlement Administrator will maintain the confidentiality of the Class Data and the Aggrieved Interpreter Data, Defendant shall provide the Settlement Administrator with the Class Data and Aggrieved Interpreter Data for purposes of preparing and mailing the Notice of Class and PAGA Action Settlement to Class Members and Aggrieved Interpreters, as well as undertaking its other obligations. The Settlement Administrator shall be obligated to keep the Class Data and Aggrieved Interpreter Data confidential and shall take reasonable and necessary precautions to maintain the confidentiality of the data. The Settlement Administrator shall not distribute or use the Class Data, Aggrieved Interpreter Data or any information contained therein for any purpose other than to administer this settlement.

2. Notice of Class and PAGA Action Settlement.

a) The Notice of Class and PAGA Action Settlement shall be in a form substantially similar to the form attached to this Stipulation as **Exhibit 1**. The Notice of Class and PAGA Action Settlement shall instruct Class Members and Aggrieved Interpreters to keep the Settlement Administrator apprised of their current mailing addresses, to which the Settlement Payments will be mailed following the Effective Date. The Notice of Class and PAGA Action Settlement shall set forth the release to be given by Settlement Class Members in exchange for an Individual Settlement Payment.

b) The Notice of Class and PAGA Action Settlement shall be individualized by inclusion of each Class Member's number of Qualified Work Days and

1 Qualified Pay Periods and the Settlement Administrator's calculation of each
2 Class Member's estimated gross Individual Settlement Payment if that Class
3 Member does not request exclusion from the Settlement and each Aggrieved
4 Interpreter's estimated Individual PAGA Payment.

5 3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Interpreter
6 Data, the Settlement Administrator will perform a search based on the National
7 Change of Address Database to update and correct any known or identifiable address
8 changes. No later than 14 calendar days after receiving the Class and Aggrieved
9 Interpreter Data from Defendant as provided in this Stipulation, the Settlement
10 Administrator shall mail copies of the Notice of Class and PAGA Action Settlement
11 to all Class Members and Aggrieved Interpreters via regular First Class U.S. Mail.
12 The Settlement Administrator shall exercise its best judgment to determine the
13 current mailing address for each Class Member and Aggrieved Interpreter. The
14 address identified by the Settlement Administrator as the current mailing address
15 shall be presumed to be the best mailing address for each Class Member and
16 Aggrieved Interpreter.

17 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
18 returned to the Settlement Administrator as not having been delivered on or before
19 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
20 no forwarding address is provided, the Settlement Administrator promptly shall
21 attempt to determine a correct address by lawful use of skip-tracing and by other
22 searches using the name, address and Social Security number of the Class Member or
23 Aggrieved Interpreter involved and, if another mailing address is identified by the
24 Settlement Administrator, then shall perform a re-mailing to that Class Member or
25 Aggrieved Interpreter. In addition, if any Notices of Class and PAGA Action
26 Settlement that are addressed to Class Members or Aggrieved Interpreters who are
27 employed by Defendant at the time of mailing are returned to the Settlement
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1 Administrator as non-delivered and no forwarding address is provided, the
2 Settlement Administrator shall so notify Defendant. Defendant then will request that
3 the currently-employed Class Member or Aggrieved Interpreter provide a corrected
4 address and will transmit to the Administrator any corrected address provided by the
5 Class Member or Aggrieved Interpreter.

6 5. Disputes Regarding Qualified Work Days. A Class Member who disagrees with the
7 number of Qualified Work Days stated on that Class Member's Notice of Class and
8 PAGA Action Settlement will have the opportunity to provide documentation and/or
9 an explanation to show a different number of weeks having been worked during the
10 Class Period. If there is a dispute, the Settlement Administrator will consult with the
11 Parties to determine whether an adjustment is warranted. The Settlement
12 Administrator shall determine the eligibility for, and the amounts of, any Individual
13 Settlement Payments under the terms of this Agreement. The Settlement
14 Administrator's determination of the eligibility for and the amount of any Individual
15 Settlement Payment shall be binding upon the Settlement Class Member and the
16 Parties.

17 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
18 Settlement Administrator concerning the administration of the Settlement will be
19 resolved by the Court under the laws of the State of California. Before any such
20 involvement of the Court, counsel for the Parties will confer in good faith to resolve
21 the disputes without the need to involve the Court.

22 7. Requests for Exclusion.

23 a) The Notice of Class and PAGA Action Settlement shall state that Class
24 Members who wish to exclude themselves from the class action Settlement
25 must submit a written Request for Exclusion by the Response Deadline to the
26 address provided in the Notice of Class and PAGA Action Settlement. The
27 written Request for Exclusion must state that the Class Member wishes to
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1 exclude himself or herself from the class action Settlement and: (1) must
2 contain the name, address, and the last four digits of the Social Security
3 Number of the person requesting exclusion; (2) must be signed by the Class
4 Member; (3) must be postmarked by the Response Deadline and returned to the
5 Settlement Administrator at the specified address; and (4) must contain a
6 typewritten or handwritten notice stating, in substance, as follows: "I wish to
7 opt out of the Settlement of the class action lawsuit entitled *Diaz v. SOS*
8 *International LLC*."

9 b) The Request for Exclusion will not be valid unless it both: (1) is timely
10 submitted; and (2) complies with the requirements set forth above in Paragraph
11 III.L.7(a). The date of the postmark on the return mailing envelope for the
12 Request for Exclusion shall be the exclusive means used to determine whether
13 the Request for Exclusion was timely submitted. If the Settlement is approved
14 by the Court, Class Members who have failed to submit a valid and timely
15 written Request for Exclusion on or before the Response Deadline shall be
16 Settlement Class Members who are bound by all terms of the Settlement and
17 any final judgment entered in this Action.

18 c) Any Class Member who requests to be excluded from the class action
19 Settlement will not be entitled to an Individual Settlement Payment and will
20 neither be bound by the terms of the class action Settlement nor have any right
21 to object to, appeal from or comment on the class action Settlement. Nothing in
22 this Settlement Agreement will constitute or be construed as a waiver of any
23 defense that Defendant or the Released Parties have or could assert against
24 anyone who timely serves a Request for Exclusion.

25 d) Aggrieved Interpreters cannot request to be excluded from the settlement of the
26 PAGA Released Claims. Class Members who are also Aggrieved Interpreters
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cannot request to be excluded from the settlement of the PAGA Released Claims.

e) No later than five calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.

f) At no time shall any of the Parties or their counsel solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

8. Objections.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to object to the Settlement must mail to the Settlement Administrator, at the address provided in the Notice of Class and PAGA Action Settlement, a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed to be the exclusive means for determining whether a Notice of Objection was timely submitted.

b) Class Members who submit a timely Notice of Objection will have a right to appear at the final approval hearing to have their objections heard by the Court. The Notice of Objection must be signed by the Class Member and state: (1) the case name and number; (2) the name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the Class Member’s Social Security Number; (5) the basis for the objection and any supporting documents; and (6) whether or not the Class Member intends to appear at the final approval hearing. Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and to be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. The

1 failure to submit a written objection does not waive a Settlement Class
2 Member's right to appear and orally object at the final approval hearing.

3 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to file or serve written objections to the Settlement
5 or to appeal from the Final Approval Order.

6 d) Class Members who submit a written Request for Exclusion are not entitled to
7 object to the Settlement. If a Class Member submits both a Request for
8 Exclusion and a Notice of Objection, the Request for Exclusion will be valid
9 and the Notice of Objection will be invalid.

10 e) The Settlement Administrator shall send all Notices of Objection it receives to
11 Class Counsel and Defense Counsel promptly. Class Counsel will be
12 responsible for filing any such objections with the Court before the final
13 approval hearing. Plaintiff and/or Defendant may file oppositions to any
14 Notices of Objection no later than 10 calendar days before the date of the final
15 approval hearing.

16 f) Aggrieved Interpreters cannot object to the settlement of the PAGA Released
17 Claims. Class Members who are also Aggrieved Interpreters cannot object to
18 the settlement of the PAGA Released Claims. Any such objections by
19 Aggrieved Interpreters or by Class Members who are Aggrieved Interpreters
20 shall be deemed invalid.

21 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
22 Plaintiff, Class Counsel or Class Members arising from or related to any
23 objection to the Settlement Agreement or related to any appeals thereof.

24 M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-
25 reversionary settlement in which Defendant is required to pay the entirety of the Maximum
26 Settlement Amount. No amount of the Maximum Settlement Fund will revert to
27 Defendant. Upon satisfaction of the preconditions described in this Settlement and
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1 pursuant to the timeline and instructions below, Defendant will deposit the Maximum
2 Settlement Amount into a Qualified Settlement Fund (“QSF”) to be established by the
3 Settlement Administrator.

4 1. Funding Due Date. No later than 21 calendar days after the Effective Date,
5 Defendant shall provide the Maximum Settlement Amount to the Settlement
6 Administrator to fund the Settlement as set forth in this Agreement.

7 2. Payments to Settlement Class Members and Aggrieved Interpreters.

8 a) Calculation of Individual Settlement Payments. Every Settlement Class
9 Member is entitled to an Individual Settlement Payment without the need to
10 submit a claim form. Individual Settlement Payments shall be paid from the
11 Net Settlement Amount and shall be paid under the formula set forth in this
12 Stipulation.

13 (1) The Settlement Administrator will determine the total number of
14 Qualified Work Days for all Settlement Class Members based on Class
15 Data information provided by Defendant. The number of Qualified Work
16 Days for each Settlement Class Member then will be divided by the total
17 number of Qualified Work Days for all Settlement Class Members. The
18 result of that division will be the “Payment Ratio” for each Settlement
19 Class Member. Each Settlement Class Member’s Payment Ratio then will
20 be multiplied by the Net Settlement Amount to calculate that Settlement
21 Class Member’s share of the Net Settlement Amount, except no gross
22 Individual Settlement Payment will be less than \$25. A share of the Net
23 Settlement Amount will be provided only to those individuals who satisfy
24 the definition of Settlement Class Members, *i.e.*, Class Members who do
25 not submit a timely and valid Request for Exclusion.

26 (2) The Parties recognize and agree that the formula provided in this
27 Stipulation for allocating the Net Settlement Amount to be paid to the
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Settlement Class Members is reasonable and designed to provide a fair settlement to the Settlement Class Members.

(3) Defendant represents that the Settlement Class members have worked approximately 11,500 Settlement Work Weeks during the Class Period. Should the total number of Settlement Work Weeks exceed 11,500 by more than 10% (i.e., if there are more than 12,650 work weeks), Defendant shall, at its option, (1) increase the Maximum Settlement Amount by increasing the Net Settlement Amount only and proportionally to the increase in work days above 10%. For example, if the actual number of Settlement Work Weeks is 2% greater than 12,650, then the Net Settlement Amount will increase by 2%, or (2) select a new end date for the Class Period where the total Settlement Work Weeks is less than 12,650.

b) Calculation of Individual PAGA Payments: Using the Aggrieved Interpreter Data, the Settlement Administrator will calculate the total number of Qualified Pay Periods for all Aggrieved Interpreters. The number of Qualified Pay Periods for each Aggrieved Interpreter then will be divided by the total number of Qualified Pay Periods for all Aggrieved Interpreters. The result of that division will be the Payment Ratio for each Aggrieved Interpreter. Each Aggrieved Interpreter's Payment Ratio then will be multiplied by the \$6,250 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Interpreters to calculate each Aggrieved Interpreter's Individual PAGA Payment.

c) Tax Allocation. The Parties recognize that the settlement amounts to be paid to Settlement Class Members are for reimbursement of expenses, interest, and penalties. For tax purposes, Individual PAGA Payments shall be allocated and

1 treated as 100% penalties. The Settlement Administrator will be responsible
2 for issuing and mailing all required IRS Form 1099s.

3 d) Mailing. The Individual Settlement Payments and Individual PAGA Payments
4 shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
5 and Aggrieved Interpreters' last known mailing addresses no later than 42
6 calendar days after the Effective Date.

7 e) Uncashed Checks. All checks issued to Settlement Class Members shall remain
8 valid and negotiable for 180 calendar days from the date of their issuance. In
9 the event any Individual Settlement Payment or Individual PAGA Payment
10 settlement checks have not been cashed by the check cashing deadline, upon
11 Court approval, the Settlement Administrator shall tender to Legal Aid at Work
12 (<https://legalaidatwork.org/>) the funds represented by any such uncashed
13 checks.

14 3. Class Representative Incentive Award/General Release Payment.

15 a) Plaintiff will apply for a Class Representative Incentive Award/General Release
16 Payment of up to \$10,000 for her time, effort, and risk in bringing and
17 prosecuting this Action. The Class Representative Incentive Award/General
18 Release Payment shall be in addition to Plaintiff's Individual Settlement
19 Payment and Individual PAGA Payment.

20 b) The Settlement Administrator shall pay the Class Representative Incentive
21 Awards/General Release Payment to Plaintiff from the Maximum Settlement
22 Amount no later than 42 calendar days after the Effective Date. Any portion of
23 the requested Class Representative Incentive Award/General Release Payment
24 that is not awarded to the Class Representative shall become part of the Net
25 Settlement Amount.

26 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to
27 Plaintiff for her Class Representative Incentive Award/General Release
28

1 Payment. Plaintiff shall be solely and legally responsible to pay all applicable
2 taxes on the Class Representative Incentive Awards/General Release Payment
3 and Plaintiff shall hold Defendant and the Released Parties harmless from any
4 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
5 Class Representative Incentive Award/General Release Payment.

- 6 d) If the Court reduces or does not approve the requested Class Representative
7 Incentive Award/General Release Payment, Plaintiff shall not have the right to
8 revoke this Settlement Agreement, and it will remain binding, nor will Plaintiff
9 seek, request, or demand an increase in the Maximum Settlement Amount on
10 that basis.

11 4. Class Counsel Award.

- 12 a) In consideration for settling the Action and in exchange for the release of the
13 Released Parties for all Released Claims and for the resolution of the PAGA
14 Released Claims, Class Counsel intends to apply for an award of attorneys' fees
15 not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e.,
16 \$150,000 of the \$450,000 Maximum Settlement Amount), plus actual costs and
17 litigation expenses estimated not to exceed \$17,500.
- 18 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
19 Interpreters will not apply to the Court for any payment of attorneys' fees and
20 costs that are in addition to the foregoing. The Parties agree that, over and
21 above the Court-approved Class Counsel Award, each of the Parties, including
22 each Settlement Class Member and Aggrieved Interpreter, shall bear his, her or
23 its own fees and costs, including, but not limited to, those related to the
24 investigation, filing, prosecution, or settlement of the Action; the negotiation,
25 execution, or implementation of this Agreement; and/or the process of
26 obtaining, administering, or challenging a Preliminary Approval Order and/or
27 Final Approval Order.

- 1 c) Any portion of the requested Class Counsel Award that is not awarded to Class
2 Counsel shall be part of the Net Settlement Amount and shall be distributed to
3 Settlement Class Members as provided in this Agreement.
- 4 d) The Settlement Administrator shall pay the Class Counsel Award to Class
5 Counsel from the Maximum Settlement Amount no later than 42 calendar days
6 after the Effective Date.
- 7 e) Class Counsel shall be solely and legally responsible to pay all applicable taxes
8 on the payment made pursuant to this Paragraph III.M.4. The Settlement
9 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
10 payments made pursuant to this Paragraph.
- 11 f) In the event that the Court reduces or does not approve the requested Class
12 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
13 or revoke the Settlement, or to appeal such order, and the Settlement will
14 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
15 demand an increase in the Maximum Settlement Amount on that basis.

16 5. PAGA Payment. \$25,000 shall be allocated from the Maximum Settlement Amount
17 for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA
18 Payment.” The Settlement Administrator shall pay 75% of that \$25,000 payment,
19 i.e., \$18,750, to the LWDA (the “LWDA Payment”) and the remaining 25% of that
20 \$25,000 payment, i.e., \$6,250, to the Aggrieved Interpreters according to the formula
21 described in Paragraph III.M.2.(b). The payment shall be made no later than 42
22 calendar days after the Effective Date. Class Counsel will take all action required by
23 California Labor Code § 2699(l).

24 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
25 the Maximum Settlement Amount for the costs of administration of the Settlement.
26 The Settlement Administrator has agreed to a fee not to exceed \$7,000. The
27 Settlement Administrator shall be paid for the settlement administration costs no later
28

1 than 42 calendar days after Defendant provides funds to the Settlement Administrator
2 for disbursement under this Agreement.

3 N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
4 accomplish the terms of this Settlement Agreement, including but not limited to executing
5 the necessary documents and taking such other action as reasonably may be necessary to
6 implement the terms of this Settlement Agreement. As soon as practicable after executing
7 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
8 Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary
9 and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in
10 the settlement administration process. The Parties each represent they do not have any
11 financial interest in the Settlement Administrator or otherwise have a relationship with the
12 Settlement Administrator that could create a conflict of interest. Class Counsel also will
13 notify Defense Counsel if subpoenaed or upon receipt of any other request for documents
14 or information regarding any other action filed or potential action against the Released
15 Parties that covers or includes any Settlement Class Members and the Released Claims or
16 any Aggrieved Interpreters and the PAGA Released Claims.

17 O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval
18 of the settlement, entry of a Preliminary Approval Order for preliminary approval of the
19 proposed Agreement, and the setting of a date for a final-approval hearing. The
20 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
21 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
22 with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets
23 forth the terms of this settlement, and will include the proposed Notice of Class and PAGA
24 Action Settlement.

25 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
26 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class
27 Representative Incentive Award/General Release Payment, Class Counsel Award, and
28

Settlement Administration Costs. Plaintiff shall provide a courtesy draft of the motion papers to Defense Counsel at least five calendar days before filing the documents.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final Approval of this Settlement. That declaration shall detail the number of Notices of Class and PAGA Action Settlement mailed and re-mailed to Class Members, the number of undeliverable Notices of Class and PAGA Action Settlement, the number of timely Requests for Exclusion, the number of Notices of Objection received, the amount of the average Individual Settlement Payment, the average Individual PAGA Payment, the settlement administration costs, and any other information that the Parties mutually agree to include or that the Court orders the Settlement Administrator to provide.

2. Final Approval Order. The Parties shall present a proposed Final Approval Order to the Court, consistent with the terms and conditions of this Agreement, for the Court's approval and judgment thereon.

Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement if, after the Response Deadline, the number of Class Members who have submitted timely and valid written Requests for Exclusion equals at least 5% of all Class Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide written notice to Class Counsel within 15 calendar days after the Response Deadline, at which time this Agreement shall be *void ab initio*, (b) Defendant shall pay all settlement administration costs incurred up through that date and/or as a result of the termination, and (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the Court, the Parties agree to stay all proceedings in the Action, except such proceedings as are necessary or desirable to implement and complete the Settlement.

S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court

1 does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does
2 not become final for any other reason, this Agreement shall be null and void and any order
3 or judgment entered by the Court in furtherance of this Settlement shall be treated as void
4 from the beginning. In such a case, the Parties shall be returned to their respective statuses
5 as of the date and time immediately before the execution of this Agreement, and the Parties
6 shall proceed in all respects as if this Agreement had not been executed, except that any
7 costs already incurred by the Settlement Administrator shall be paid by equal
8 apportionment among the Parties, except as otherwise specified in Paragraph III.S. If an
9 appeal is filed from the Court's final judgment, or any other appellate review is sought,
10 administration of the Settlement shall be stayed pending final resolution of the appeal or
11 other appellate review. In that event, within 30 calendar days of that notification, the
12 Parties shall pay any costs by equal apportionment that were incurred by the Settlement
13 Administrator before it was notified of the filing of an appeal from the Court's final
14 judgment or of any other appellate review.

15 U. Headings. The descriptive headings of any paragraphs or sections of this Agreement are
16 inserted for convenience of reference only and do not constitute a part of this Agreement.

17 V. Amendment or Modification. This Agreement may be amended or modified only by a
18 written instrument that: (1) is signed by counsel for all Parties or their successors-in-
19 interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's
20 approval is required, is as approved by the Court.

21 W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
22 Agreement among these Parties.

23 X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent that they are expressly authorized by the Parties whom they represent to
25 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
26 by those Parties under this Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Agreement. The person signing this
28

1 Agreement on behalf of Defendant represents and warrants that he or she is authorized to
2 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is
3 authorized to sign this Agreement and that she has not assigned or transferred to any third-
4 party or encumbered any claim, or part of a claim, demand, cause of action or any rights
5 herein released and discharged or covered by this Agreement.

6 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
7 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the
8 successors or assigns of the Parties to this Agreement, including the Settlement Class
9 Members and the LWDA.

10 Z. California Law Governs. All terms of this Agreement and its Exhibits and any disputes
11 arising under this Agreement shall be governed by and interpreted in accordance with the
12 laws of the State of California.

13 AA. Counterparts. This Agreement may be executed in one or more counterparts and may by
14 electronically signed. All executed counterparts and each of them shall be deemed to be
15 one and the same instrument, provided that counsel for the Parties to this Agreement shall
16 exchange among themselves copies or originals of the signed counterparts.

17 BB. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to
18 be a fair, adequate, and reasonable settlement of this Action and have arrived at this
19 Agreement after extensive arm's-length negotiations, taking into account all relevant
20 factors, present and potential. The Parties further agree that this Settlement Agreement
21 shall not be construed in favor of or against any Party by reason of the extent to which any
22 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

23 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
24 respect to the interpretation, implementation and enforcement of the terms of this
25 Agreement and all orders and judgments entered in connection therewith. The Parties to
26 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
27

1 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
2 all orders and judgments entered in connection with this Agreement.

3 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
4 invalid, the Court first shall attempt to construe that provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to hold all provisions of this
6 Agreement valid and enforceable.

7 EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms
8 of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court
9 before final approval of the Settlement; and (2) further agree to waive all appeals from the
10 Court's final approval of the Settlement.

11 FF. Confidentiality of Documents. After the expiration of any appeals period, Plaintiff, the
12 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all
13 settlement-related documents and other information obtained from the other Party in the
14 Action, unless necessary for appeal or such documents are ordered to be disclosed by the
15 Court or by a subpoena.

16 GG. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the
17 Released Claims and the PAGA Released Claims have merit and give rise to liability on
18 Defendant's part. Defendant has asserted and continues to assert that the Released Claims
19 and the PAGA Released Claims have no merit and do not give rise to liability. This
20 Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no
21 documents referred to in this Agreement and no action taken to carry out this Agreement
22 may be construed or used as an admission by or against the Defendant or Plaintiff or Class
23 Counsel as to the merits or lack of merit of the claims asserted. Moreover, nothing
24 contained in this Agreement is a waiver as to any positions, remedies, or other rights of
25 enforcement related to any claims or events not expressly resolved herein.

26 //

27 //

1 By signing below, the Parties indicate their approval of the form of this Settlement
2 Agreement and its exhibits.

3 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement
4 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
5 and year set forth below.

6 **IT IS SO AGREED:**

8 DATED: June 11, 2025

SOS INTERNATIONAL LLC

10 By: 
11 Chief Legal Officer

13 DATED: _____, 2025

YESENIA DIAZ

15 By: _____

18 **APPROVED AS TO FORM:**

20 DATED: _____, 2025

KELLER GROVER LLP

22 By: _____
23 ERIC A. GROVER
24 ROBERT W. SPENCER
25 Attorneys for Plaintiff
26 YESENIA DIAZ

1 By signing below, the Parties indicate their approval of the form of this Settlement
2 Agreement and its exhibits.

3 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement
4 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
5 and year set forth below.

6 **IT IS SO AGREED:**

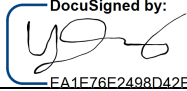
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8 DATED: _____, 2025

SOS INTERNATIONAL LLC

10 By: _____

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12 5/31/2025
13 DATED: _____, 2025

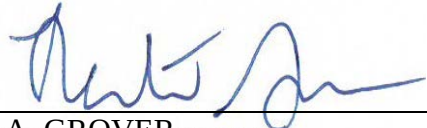
YESENIA DIAZ

14
15 By:  _____
16
17

18 **APPROVED AS TO FORM:**

19
20 DATED: _____ June 4 , 2025

KELLER GROVER LLP

21
22 By:  _____
23 ERIC A. GROVER
24 ROBERT W. SPENCER
25 Attorneys for Plaintiff
26 YESENIA DIAZ
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DATED: June 11, 2025

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

By: 
KENNETH D. SULZER
REGINA MUSOLINO
Attorneys for Defendant
SOS INTERNATIONAL LLC

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA
Diaz v. SOS International LLC
Case No. 25CV069862

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class and PAGA action settlement will affect your rights if you worked in California as an immigration court interpreter for SOS International LLC at any time during the period from and including March 26, 2023 through May 17, 2025.

- Former immigration court interpreter Yesenia Diaz (“Class Representative” or “Plaintiff”) sued SOS International LLC (“SOSi” or “Defendant”) on behalf of herself and current and former immigration court interpreters in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for herself and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- Plaintiff and Defendant have entered a settlement agreement (“Settlement”) that settles the Class and PAGA claims brought by the Class Representative on behalf of the current and former immigration court interpreters in California. The Court has preliminarily approved the Settlement.
- If you performed work as an immigration court interpreter for SOSi in California at any time during the period from and including March 26, 2023 through May 17, 2025, you are considered a putative class member (“Class Member”). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you performed work as an immigration court interpreter for SOSi in California at any time during the period from and including March 26, 2023 through May 17, 2025, you are considered an “Aggrieved Interpreter” under PAGA. If you qualify as an Aggrieved Interpreter, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Aggrieved Interpreters are also Class Members.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against SOSi, as explained below. NOTE: Aggrieved Interpreters may not opt out of the PAGA portion of the Settlement.
OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on SOSi's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Work Days during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on SOSi's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Interpreters.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you provided services as an immigration court interpreter for SOSi in California during the period from and including March 26, 2023 through May 17, 2025 (the "Class Period"). You received this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a putative class action lawsuit on March 25, 2024 in Alameda County Superior Court (the "lawsuit") alleging causes of action against Defendant on a class-wide and PAGA representative basis for: (1) misclassification, (2) failure to pay for all hours worked, (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest breaks and pay rest period premiums; (5) failure to pay overtime wages; (6) failure to pay all wages owed upon separation of employment; (7) failure to timely pay wages during employment; (8) failure to reimburse business expenses; (9) failure to provide accurate itemized wage statements; (10) unfair business practices; and (11) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

SOSi denies all of Plaintiff's allegations, including that it misclassified any interpreters, or that it violated any law, and contends that it always complied with federal, state, and local laws. The Settlement is not an admission by SOSi of any wrongdoing or an indication that any law was violated.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

The Court did not decide in favor of Plaintiff or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class and PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strengths and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all persons within the State of California who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the Class Period and were classified as independent contractors during the period from and including March 26, 2023 through May 17, 2025.

All Class Members are also Aggrieved Interpreters, who are defined to include all persons within the State of California who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the Class Period and were classified as independent contractors during the period from and including March 26, 2023 through May 17, 2025.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the lawsuit, Defendant will pay \$450,000 ("Maximum Settlement Amount"), which includes all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel's attorneys' fees and costs, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Interpreters, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- Individual Settlement Payments: Class Members who do not opt out ("Settlement Class Members") are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$240,500. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.
- Class Representative Incentive Award: Plaintiff will request from the Court an award of \$10,000 in recognition of her efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- Class Counsel Award: Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount (\$150,000 of the \$450,000 settlement) as attorneys' fees for

Questions? Call <<SETTLEMENT ADMIN PH NO>>

litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$17,500), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- Settlement Administration: The cost of settlement administration shall not exceed \$7,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to Legal Aid at Work.
- The \$25,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$18,750 will be distributed to the LWDA and \$6,250 will be distributed to Aggrieved Interpreters. If you qualify as an Aggrieved Interpreter, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Work Days from SOSi's records used to calculate it, are listed on the first page of this Notice. 100% shall be designated as unpaid business expense reimbursement, statutory penalties, and interest for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Work Days, which is the total number of days that you performed work for SOSi in California (based on SOSi's records) during the Class Period (March 26, 2023 through May 17, 2025, inclusive). Your Qualified Work Days will be divided by the total number of Qualified Work Days for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Work Days stated on page one of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

Settlement Administrator

<<Address>>

Phone: (***) ***-****

Facsimile: (***) ***-****

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Class Members who qualify as Aggrieved Interpreters also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is March 26, 2023 through May 17, 2025, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Interpreters, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and your Individual PAGA Payment (if you also qualify as an Aggrieved Interpreter) without any further action needed from you.

To ensure receipt of your settlement payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> in Department 21 of the California Superior Court for the County of Alameda, 1225 Fallon Street, Oakland, California 94612, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the Class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not been changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes all any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties arising between March 26, 2023 and May 17, 2025, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201-203, 204, 226(a), Questions? Call <<SETTLEMENT ADMIN PH NO>>

225.3, 226.7, 226.8, 432.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775 and 2802, and Business & Professions Code §§ 17200, et seq. based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

“Released Parties” shall mean Defendant SOS International LLC and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the labor code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in the Class Settlement, you may exclude yourself (generally called “opting out”) by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Diaz v. SOS International LLC*.”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against SOSi. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

NOTE: Aggrieved employees/workers in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees or workers may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Interpreter, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will not exclude you from the Settlement Class. If your objection is overruled, you will still be bound by the Settlement.

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of your Social Security number; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for _____, 2025 in Department 21 of the California Superior Court for the County of Alameda, 1225 Fallon Street, Oakland, California 94612, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

Questions? Call <<SETTLEMENT ADMIN PH NO>>

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Alameda, 1225 Fallon Street, Oakland, California 94612. You may also pay to review documents online by accessing the Alameda County Public Portal at <https://eportal.alameda.courts.ca.gov/?q=node/388> and doing a "Case Number Search" for case number "24CV069862."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____ .

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

EXHIBIT 2

Diaz v. SOS International LLC
Settlement Administrator

[insert address]

[Insert Recipient's Address]

**THIS IS A LEGAL NOTICE REGARDING DEADLINES AFFECTING YOUR RIGHTS TO
MONEY FROM A CLASS ACTION SETTLEMENT. IT IS NOT AN ADVERTISEMENT OR A SOLICITATION.**

.

EXHIBIT B

1 ERIC A. GROVER (SBN 136080)
2 eagrover@kellergrover.com
3 ROBERT W. SPENCER (SBN 238491)
4 rspencer@kellergrover.com
5 **KELLER GROVER LLP**
6 1965 Market Street
7 San Francisco, California 94103
8 Telephone: (415) 543-1305
9 Facsimile: (415) 543-7861

10 Attorneys for Plaintiff
11 YESENIA DIAZ

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ALAMEDA**

14 YESENIA DIAZ, on behalf of herself, and all
15 others similarly situated,
16
17 Plaintiff,
18
19 v.
20
21 SOS INTERNATIONAL LLC; and DOES 1
22 through 50, inclusive,
23
24 Defendants.

25) Case No: 24CV069862
26)
27) CLASS ACTION
28)
29) **FIRST AMENDED CLASS AND**
30) **REPRESENTATIVE ACTION**
31) **COMPLAINT FOR:**
32) **1. UNFAIR BUSINESS PRACTICES;**
33) **2. VIOLATIONS OF THE LABOR CODE;**
34) **3. PENALTIES; and**
35) **4. ATTORNEYS' FEES.**
36) **DEMAND FOR JURY TRIAL**
37)
38)
39)
40)

Plaintiff YESENIA DIAZ, on behalf of herself and all others similarly situated, complains against Defendants SOS INTERNATIONAL LLC and Does 1 through 50 (all referred to collectively as “Defendants” or “SOS”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775 and 2802. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. In connection with the PAGA claims alleged herein, Plaintiff is not suing in her individual capacity, she is proceeding herein solely under PAGA, on behalf of the State of California for all aggrieved employees, including herself and other aggrieved employees. A representative plaintiff in a PAGA action maintains standing while seeking non-individual PAGA penalties. *Balderas v. Fresh Start Harvesting, Inc.* (2024), 2024 Cal. App. LEXIS 264.

3. This Court has personal jurisdiction over the parties because at all times relevant hereto Plaintiff was a California resident who worked in California for Defendants and Defendants have systematically and continuously conducted business in the State of California.

4. Venue is proper in this Court because California Code of Civil Procedure §§ 395 and 395.5, and case law interpreting those sections, provide that if a business entity fails to designate with the office of the California Secretary of State a principal place of business in California, it is subject to being sued in any county in the state that plaintiff desires. On information and belief, as of the date this Complaint is filed, Defendant SOS INTERNATIONAL LLC is a Delaware limited liability corporation and has failed to designate a principal place of business in California with the office of the Secretary of State. According to the most recent statement of information filed with the California Secretary of State, Defendant SOS INTERNATIONAL LLC has no designated principal place of business within California and its principal place of business is located at 40 Fulton Street, 26th Floor, New York, NY

10038-1850.

II. PARTIES AND BACKGROUND

5. Plaintiff YESENIA DIAZ is an adult who worked for Defendants in multiple California counties as a purported independent contractor interpreter in immigration court from approximately 2016 through March 2024.

6. Defendant SOS INTERNATIONAL LLC is a Delaware limited liability company doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the California Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

7. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1 through 50, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and, on that ground, alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other losses as alleged are proximately caused by those occurrences.

8. Plaintiff brings this action on behalf of a proposed state-wide class of purported independent contractor interpreters who worked for SOS in California in immigration court to challenge Defendants’ (a) policy and practice of misclassifying interpreters as “independent contractors,” (b) policy and practice of failing to pay any wages whatsoever, including the minimum wage, to interpreters, for all hours worked; (c) policy and practice of violating California Labor Code § 510 and IWC Wage Order 4-2001 by failing to pay overtime wages to employees who worked more than eight hours in a day or 40 hours in a week; (d) policy and practice of violating California Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001 by failing to provide meal periods to interpreters, (e) policy and practice of violating California Labor Code § 226.7 and IWC Wage Order 4-2001 by failing to authorize and permit paid rest periods to interpreters; (f) policy and practice of violating California Labor Code § 226 by failing to provide interpreters complete and accurate itemized wage statements; (g) policy and practice

1 of violating California Labor Code §§ 201-203 by failing to pay former interpreters all wages
2 due and owing at the time of discharge or voluntary quit, and (h) policy and practice of violating
3 California Labor Code § 2802 and IWC Wage Order 4-2001 failing to reimburse interpreters for
4 all necessary expenditures and losses incurred at the direction of Defendants.

5 9. Plaintiff brings this action on behalf of herself and a proposed class of all
6 purported independent contractor interpreters that performed work on behalf of SOS in
7 immigration court within the State of California at any time during the four-year period
8 preceding the filing of this Complaint up to the present and until compliance with the law.
9 Plaintiff seeks recovery of all allowable compensation and other sums for the violations
10 described above, including unpaid minimum and overtime wages, penalties/premium pay for
11 missed meal breaks and paid rest periods, reimbursement of business expenses, restitution and
12 restoration of sums owed and property unlawfully withheld, statutory penalties, interest,
13 attorneys' fees, and litigation costs.

14 **III. FACTUAL ALLEGATIONS**

15 10. This is a putative class action seeking relief from Defendants' affirmative
16 decision to misclassify SOS' interpreters as "independent contractors." By misclassifying the
17 interpreters as independent contractors, Defendants have sought to increase their profits while
18 avoiding various duties and obligations owed to employees under the Labor Code and the
19 applicable Industrial Welfare Commission ("IWC") Wage Order.

20 11. SOS provides interpreter services throughout California, including in
21 immigration court.

22 12. At all relevant times, Plaintiff performed work on behalf of SOS as a purported
23 independent contractor interpreter. During her employment with SOS, Plaintiff worked
24 approximately five days a week, typically eight hours a day or more.

25 13. **ABC Test:** On April 30, 2018, the California Supreme Court adopted the ABC
26 test to determine whether a worker should be classified as an employee or an independent
27 contractor. *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal. 5th 903. The
28 California government then codified the ABC test as Labor Code § 2750.3, which was repealed

1 and then replaced by Labor Code § 2775.

2 14. The ABC test: (1) places the burden on the hiring entity to establish that the
3 worker is an independent contractor who was not intended to be included within the wage
4 order's coverage, and (2) requires the hiring entity, in order to meet this burden, to establish each
5 of the three factors embodies in the ABC test – namely: (A) that the worker is free from the
6 control and direction of the hiring entity in connection with the performance of the work, both
7 under the contract for the performance of the work and in fact, and (B) that the worker performs
8 work that is outside the usual course of the hiring entity's business, and (C) that the worker is
9 customarily engaged in an independently established trade, occupation, or business of the same
10 nature of the work performed. *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903,
11 955-956 (2018).

12 15. With regard to factor A, Plaintiff and other putative class members are not free
13 from the control of the hiring entities. Among other things, SOS contracted directly with its
14 clients for the work performed by Plaintiff and other putative class members. SOS unilaterally
15 determined which clients are served by Plaintiff and other putative class members. SOS assigned
16 work assignments to plaintiff and other putative class members through a smartphone application
17 called "Elisa App." There is no "decline" button in the Elisa App to turn down assignments,
18 Plaintiff and other putative class members would have to email the assignment coordinator to
19 decline an assignment. If Plaintiff or putative class members turn down too many assignments,
20 the assignment coordinator will remove their ability to use the Elisa App. Further, SOS charged
21 Plaintiff and other putative class members a fee if they failed to decline a work assignment prior
22 to 24 hours of its scheduled time. SOS had a requirement that Plaintiff and other putative class
23 members work a shift that is a minimum of three hours. However, SOS would often require
24 Plaintiff and other putative class members to perform additional interpreting services that would
25 last for more than the assigned three hours. SOS could also supervise Plaintiff and other putative
26 class members by requesting a recording of the interpretation services that were provided.
27 Additionally, SOS trained putative class members. For example, Plaintiff was instructed to train
28 other putative class members by having them shadow her on the job.

1 16. SOS’ business model does not satisfy factor B, either. Plaintiff and other putative
2 class members performed work that is within the usual course of the hiring entities’ business.
3 SOS exists for the sole purpose of providing interpreting services to its clients. Plaintiff and the
4 other putative class members were and are the entire labor force performing such interpreting
5 services.

6 17. SOS’ business model also does not satisfy factor C. Plaintiff and other putative
7 class members are not customarily engaged in an independently established trade, instead being
8 governed in all material respects by SOS.

9 18. SOS’ business model would have to satisfy **all three** factors – A, B **and** C – to
10 meet SOS’ burden of proving that its relationship with its interpreters was an independent
11 contractor relationship. Instead, it satisfies none of them.

12 19. **Exceptions to ABC Test Are Not Met:** Labor Code § 2777 sets various
13 conditions where, if met, the “*Borello*” test shall apply instead of the ABC test when applied to
14 referral agencies and service providers. *See* Labor Code §§ 2777(b)(2)(B) and 2777(b)(7)
15 include and define interpretation services that are covered by this exception.

16 20. Labor Code § 2777(a) requires all of the following conditions be met to fall under
17 the exception from the ABC test:

18 (1) The service provider is free from the control and direction of the referral
19 agency in connection with the performance of the work for the client, both as a
20 matter of contract and in fact.

21 (2) If the work for the client is performed in a jurisdiction that requires the
22 service provider to have a business license or business tax registration in order to
23 provide the services under the contract, the service provider shall certify to the
24 referral agency that they have the required business license or business tax
25 registration. The referral agency shall keep the certifications for a period of at
26 least three years. As used in this paragraph:

27 (A) “Business license” includes a license, tax certificate, fee, or equivalent
28 payment that is required or collected by a local jurisdiction annually, or on

1 some other fixed cycle, as a condition of providing services in the local
2 jurisdiction.

3 (B) “Local jurisdiction” means a city, county, or city and county, including
4 charter cities.

5 (3) If the work for the client requires the service provider to hold a state
6 contractor’s license pursuant to Chapter 9 (commencing with Section 7000) of
7 Division 3 of the Business and Professions Code, the service provider has the required
8 contractor’s license.

9 (4) If there is an applicable professional licensure, permit, certification, or
10 registration administered or recognized by the state available for the type of work
11 being performed for the client, the service provider shall certify to the referral agency
12 that they have the appropriate professional licensure, permit, certification, or
13 registration. The referral agency shall keep the certifications for a period of at least
14 three years.

15 (5) The service provider delivers services to the client under the service
16 provider’s name, without being required to deliver the services under the name of the
17 referral agency.

18 (6) The service provider provides its own tools and supplies to perform the
19 services.

20 (7) The service provider is customarily engaged, or was previously engaged, in
21 an independently established business or trade of the same nature as, or related to, the
22 work performed for the client.

23 (8) The referral agency does not restrict the service provider from maintaining a
24 clientele and the service provider is free to seek work elsewhere, including through a
25 competing referral agency.

26 (9) The service provider sets their own hours and terms of work or negotiates
27 their hours and terms of work directly with the client.

28 (10) Without deduction by the referral agency, the service provider sets their

own rates, negotiates their rates with the client through the referral agency, negotiates rates directly with the client, or is free to accept or reject rates set by the client.

(11) The service provider is free to accept or reject clients and contracts, without being penalized in any form by the referral agency. This paragraph does not apply if the service provider accepts a client or contract and then fails to fulfill any of its contractual obligations.

21. Here, as explained above, § 2777(a)(1) is not met as Plaintiff and other putative class members were not free from control and direction from SOS. § 2777(a)(5) is also not met as Plaintiff and other putative class members did not provide interpretation services under their own name. § 2777(a)(8) is not met as SOS restricted its interpreters from working for more than one entity. Plaintiff and other putative class members could not accept work under SOS' Prime Contract with the Department of Justice Executive Office for Immigration Review from any other company other than SOS without the written approval of SOS. § 2777(a)(9) is not satisfied as Plaintiff and other putative class members did not set their own hours and terms of work or negotiate such terms directly with the client. Rather, SOS directly negotiated the terms of work with the client and SOS required that Plaintiff and other putative class members work a minimum of three hours a shift. Further, SOS often required Plaintiff and other putative class members to work longer than the agreed upon hours, as SOS required them to stay at the court and continue working until the court released them. § 2777(a)(10) is not satisfied as Plaintiff and other putative class members did not negotiate their own rates. § 2777(a)(11) is not satisfied as Plaintiff and other putative class members are not free to accept or reject clients without being penalized. As described above in the discussion of the ABC test, Plaintiff and putative class members were and are penalized for rejecting job assignments by no longer being allowed to utilize the "Elisa App" and receiving less assignments.

22. **Borello Factors:** Plaintiff and other putative class members also were misclassified under the previous multi-factor test established by the California Supreme Court in *S.G. Borello & Sons, Inc. v Department of Industrial Relations* (1989) 48 Cal.3d 341 ("*Borello*"). Under *Borello*, a court first examines whether the alleged employer has the "right to control" the

1 work performed. *Id.* at 350. Here, acting in accordance with its written agreements with
2 Plaintiff and other putative class members, SOS exercises thorough and complete control over
3 them as explained in the detailed discussion of the ABC test above.

4 23. *Borello* also held that, after examining the right to control, a court should look at
5 “secondary factors” that include: 1) whether the person performing services is engaged in a
6 distinct occupation or business, 2) the skill required in the particular occupation, 3) whether the
7 work is part of the regular business of the principal, and 4) the method of payment, whether by
8 the time spent or by the job. *Id.* at 351.

9 24. Here, Plaintiff and the other putative class members were not involved in a
10 distinct occupation or business. SOS provides interpreting services to the legal industry,
11 including in-court services. Plaintiff and the other putative class members are the labor force
12 that provide those services. Further, interpreting does not require any special skills as SOS would
13 hire individuals that do not have any special type of license, certificate or training. Moreover,
14 the work performed by Plaintiff and the other putative class members is part of the regular
15 business of the principal: they are the sole labor force that provides the interpreting services *to*
16 **SOS’ clients**. Additionally, the method of payment favors employee status as well. Plaintiff and
17 the other putative class members are paid by the hour, similar to an employer-employee
18 relationship.

19 25. *Borello* also approvingly cited five factors adopted in other jurisdictions. Those
20 factors include: (1) the alleged employee’s opportunity for profit or loss depending on his
21 managerial skill, (2) the alleged employee’s investment in equipment or materials required by his
22 task, or his employment of helpers, (3) whether the service rendered requires a special skill, (4)
23 the degree of permanence of the working relationship, and (5) whether the service rendered is an
24 integral part of the alleged employer’s business. *Id.* at 354-355.

25 26. Here, there is no true opportunity for profit or loss, as SOS performs all of the
26 negotiating with its clients, including the price of services and the schedule; Plaintiff and
27 putative class members are paid a set fee established by SOS. With regard to any investment in
28 equipment and materials, the court provided the interpretation equipment. SOS offset its

1 business costs by requiring Plaintiff and other putative class members to use their personal
2 vehicles to drive to SOS assignments and to have cellular telephone service and home internet
3 service. SOS does not allow Plaintiff and other putative class members to submit requests for
4 reimbursement and SOS provides no expense reimbursement to Plaintiff and the other putative
5 class members other than a limited “Commuter Stipend” that is paid if daily mileage exceeds 100
6 miles roundtrip to and from the work location.

7 27. Lastly, the service provided by Plaintiff and other putative class members is
8 integral to SOS’ business: SOS must have a labor force to perform its interpretation services or it
9 will have no product to offer to clients.

10 28. **Claims:** SOS violates Labor Code §§ 226.2, 226.7, 510, 1194, 1194.2, 1197,
11 1197.1, 1198 and 1199, and IWC Wage Order 4-2001, by failing to pay Plaintiff and other
12 putative class members the applicable minimum wage and overtime pay for all hours worked.
13 SOS pays Plaintiff and other putative class members an hourly rate with a required minimum of
14 three hours. However, SOS does not pay for all hours worked. SOS requires Plaintiff and other
15 putative class members to arrive at least 30 minutes prior to their scheduled shift start time to
16 provide time to check in with the court clerk and review the applicable courtroom and
17 interpreting equipment set-up. SOS also does not pay for time spent putting the interpreting
18 equipment away after the end of the shift, as well as time spent checking out with the court clerk.
19 SOS also does not pay for drive time for time spent driving in-between jobs on a single day when
20 the assignments are at different locations. For example, Plaintiff often worked at different
21 locations in Los Angeles County and Orange County in a single day and was not paid for her
22 drive time between those locations. By failing to properly pay minimum wage and overtime pay,
23 SOS also violates Labor Code §§ 510, 1197, 1197.1, 1198 and 1199(b) and (c).

24 29. At all times relevant hereto, Labor Code §§ 226.7 and 512 and the applicable
25 IWC Wage Order have required employers to provide employees with a first meal period of not
26 less than 30 minutes during which they are relieved of all duty (hereinafter referred to as “duty-
27 free”) before working more than five hours, and a second duty-free meal period of not less than
28 30 minutes before working more than 10 hours per day. Defendants implemented a policy and

1 practice of intentionally and improperly designating Plaintiff and other putative class members as
2 independent contractors to avoid providing meal periods and/or paying meal period premiums
3 for such periods not provided, in violation of the Labor Code and applicable IWC Wage Order.

4 30. At all times relevant hereto, Labor Code § 226.7 and the applicable IWC Wage
5 Order have required employers to authorize and permit a paid rest break of at least 10 minutes
6 for every four hours of work performed or major fraction thereof. An employee working over ten
7 hours in a single day workday is owed three paid rest breaks of at least 10 minutes. Defendants
8 implemented a policy and practice of intentionally and improperly designating Plaintiff and other
9 putative class members as independent contractors to avoid permitting and authorizing paid rest
10 breaks and/or paying rest break premiums for such paid rest breaks not provided, in violation of
11 the Labor Code and applicable IWC Wage Order.

12 31. Labor Code § 226 provides that every employer is required, “semimonthly or at
13 the time of each payment of wages,” to provide each employee an itemized wage statement,
14 including, *inter alia*, the total hours worked by the employee (except for salaried employees),
15 and “all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants
17 implemented a policy and practice of failing to provide complete and accurate itemized wage
18 statements to Plaintiff and other putative class members as required by Labor Code § 226 in that
19 the wage statements provided did not, among other things, display the total hours worked during
20 the payroll period. Labor Code § 226(a).

21 32. Defendants implemented a policy and practice of failing to reimburse Plaintiff
22 and other putative class members for necessary expenditures and losses as required by Labor
23 Code § 2802 and the applicable Wage Order. During their employment with SOS, Plaintiff and
24 other putative class members have been required to use their personal vehicles for business
25 purposes. Plaintiff and other putative class members have also been required to have a cellular
26 telephone and home internet service. Plaintiff and other putative class members have not
27 received full reimbursement and/or indemnity for all necessary expenditures or losses incurred in
28 connection with the purchase of the items above.

IV. CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action on behalf of herself and as a class action under Code of Civil Procedure § 382 on behalf of a class of similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants immigration court in the State of California. Specifically, Plaintiff seeks to represent the class of similar situated interpreters and other workers in substantially similar positions classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law. Plaintiff also seeks to represent the following sub-classes of employees who worked for SOS at job sites within the State of California:

- (a) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid any wages whatsoever, including the minimum wage, for certain hours worked;
- (b) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid in accordance with Labor Code § 510 when they worked more than eight hours in a day;
- (c) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law, inclusive, who worked more than six hours in a day and were not provided all required meal periods;

- (d) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law, inclusive, who worked more than 3.5 hours in a day and were not provided all required paid rest periods;
- (e) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the three-year period preceding the filing of this Complaint and up to the present and until compliance with the law, who did not receive complete and accurate wage statements;
- (f) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the three-year period preceding the filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§ 201-203; and
- (g) All similar situated interpreters classified by Defendants as independent contractors that performed work for Defendants in immigration court in the State of California at any time during the four-year period preceding the filing of this Complaint and up to the present and until compliance with the law, who were not reimbursed for necessary expenditures and losses incurred at the direction of Defendants;

34. The class and sub-classes Plaintiff seeks to represent contain numerous members and are clearly ascertainable. Plaintiff reserves the right under Rule 3.765 of the California Rules of Court to amend or modify the class and sub-class descriptions with greater specificity or further division into additional sub-classes or limitation to particular issues.

35. By their unlawful practices and policies, Defendants have violated the rights of its

employees under the laws and regulations of the State of California. The questions raised are, therefore, of common or general interest to the class members, who have a well-defined community of interest in the questions of law and fact raised in this action.

36. Plaintiff's claims are typical of those of the class, as Plaintiff now suffers and has suffered in the past from the same violations of the law as other members of the proposed class. Plaintiff has retained competent counsel to represent her and the class, and Plaintiff will fairly and adequately represent the interests of the class.

37. This action may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed class and sub-classes are easily ascertainable.

Numerosity

38. The members of the proposed class are so numerous that joinder of all class members is impracticable. While the precise number of class members has not been determined at this time, Plaintiff is informed and believes that Defendants have employed as many as 200 or more interpreters in the relevant time period.

39. Plaintiff alleges that Defendants' employment records would contain relevant information as to the number of members of the proposed class.

Commonality

40. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. Those common questions of law and fact include, without limitation, the following:

- (a) Whether Defendants had a policy or practice of failing to pay class members for all straight and overtime hours worked;
- (b) Whether Defendants had a policy and practice of failing to provide class members with all of their required meal periods;
- (c) Whether Defendants had a policy and practice of failing to provide class members with all of their required paid rest periods;
- (d) Whether Defendants had a policy and practice of violating Labor Code §

226 by failing to provide required information on wage statements, such as pay rates, hours worked, piece rates, and piece rate units;

(e) Whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing class members all wages due at the time of discharge or voluntary quit;

(f) Whether Defendants had a policy and practice of failing to provide class members with reimbursement for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties; and

(g) Whether Plaintiff and the members of the class are entitled to equitable relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

41. Plaintiff's claims are typical of the claims of the proposed class. Plaintiff and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this complaint.

42. Plaintiff will fairly and adequately protect the interests of all proposed class members. Plaintiff has no interests that are antagonistic to those of the proposed class and is not subject to any unique defenses. Plaintiff also has retained counsel experienced in class actions and in representing employees and protecting employees' rights.

Superiority of Class Action

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

44. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the

management of this action that would preclude its maintenance as a class action.

45. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action with respect to some or all of the issues presented herein gives rise to fewer management difficulties, conserves the resources of the court system and the parties and protects the rights of each proposed class member. Further, it prevents the very real harm that would be suffered by numerous putative class members who simply will be unable to enforce individual claims of this size on their own, and by Defendants' competitors, who will be placed at an unfair competitive disadvantage as their punishment for obeying the law. Plaintiff does not anticipate difficulties in the management of this action.

V. REPRESENTATIVE ACTION ALLEGATIONS

46. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until compliance with the law, performed work in California for SOS as purported independent contractor interpreters in immigration court.

47. On behalf of all aggrieved employees, Plaintiff seeks non-individual PAGA penalties under Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable IWC Wage Order (failure to pay minimum wages and overtime);
- (b) §§ 226.7, 512(a), 1198 and 1199 and the applicable IWC Wage Order (failure to provide meal periods);
- (c) §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to

provide rest breaks);

(d) §§ 226(a) and 226.3 (failure to provide itemized wage statements);

(e) §§ 201-203 (failure to pay wages upon termination);

(f) § 204 (failure to pay wages in a timely manner);

(g) § 2802 (failure to reimburse business expenses);

(h) § 226.8 (willful misclassification of employees as independent contractors); and

(i) § 432.5 (requiring employees to agree to unlawful terms and conditions).

48. The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including wages compensable pre- and post-shift activities; (2) violated the Labor Code and the applicable IWC Wage Order by failing to provide aggrieved employees with all of their required off-duty meal periods and failing to pay the required missed-meal-period premiums for each meal period that was not provided; (3) violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (4) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (5) violated Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (6) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; and (7) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

49. Plaintiff's claims are typical of the claims of the aggrieved employees whom

Plaintiff seeks to represent on a representative basis and her interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff is also an aggrieved employee and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of representative actions and Plaintiff intends to prosecute this action vigorously.

50. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

51. Plaintiff requests permission to amend the Complaint to include additional representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

VI. FIRST CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)

52. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

53. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

54. Beginning at an exact date unknown to Plaintiff, but at least during the four-year period preceding the filing of this Complaint and up to the present, Defendants committed unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business practices including, but not limited to, violations of:

- (a) Labor Code § 1194 (failure to pay all wages due, including minimum, overtime, and double-time wages);
- (b) Labor Code §§ 226.7 and 512 (failure to provide meal periods and authorize and permit paid rest breaks);
- (c) Labor Code § 226 (failure to provide accurate itemized wage statements);
- (d) Labor Code §§ 201-203 (failure to pay all wages at time of discharge);

(e) Labor Code § 2802 (failure to reimburse business expenses); and

(f) Industrial Welfare Commission IWC Wage Order No. 4-2001.

55. The violations of those laws and the acts and practices described in this Complaint constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

56. As a direct and proximate result of those acts and practices, Defendants have received and continue to hold as ill-gotten gains money and property belonging to Plaintiff and the class, in that Defendants have profited in those amounts from their unlawful practices.

57. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property which may have been acquired by means of unfair competition and order restitution by Defendants to Plaintiff for the practices alleged in this complaint. Plaintiff and putative class members are entitled under Business and Professions Code §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any time during the four-year period preceding the filing of this Complaint and up through the present and until the violations have been corrected, together with all civil penalties owed in connection with those violations. Plaintiff will, upon leave of the Court, amend this Complaint to state those amounts when they are ascertained.

58. Plaintiff's success in this action will enforce important rights affecting the public interest and, in that regard, Plaintiff sues on behalf of the proposed class as well as on behalf of herself and the general public. Plaintiff seeks and is entitled to unpaid wages and any other remedy owing to Plaintiff and all others similarly situated.

59. In order to prevent Defendants from profiting and benefiting from their wrongful and illegal policies and practices, an order requiring Defendants to restore to Plaintiff all monies and property unlawfully gained through Defendants' unlawful practices is appropriate and necessary.

60. Plaintiff takes upon herself enforcement of these laws and lawful claims. There is a financial burden incurred in pursuing this action and it would be against the interests of justice to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action.

Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure § 1021.5.

Wherefore, Plaintiff prays for relief as set forth below.

VII. SECOND CAUSE OF ACTION

(UNPAID WAGES, OVERTIME PAY, MINIMUM WAGES AND LIQUIDATED

DAMAGES – LABOR CODE §§ 510, 1194 AND 1194.2,

Los Angeles Citywide Minimum Wage Ordinance, Los Angeles County Minimum Wage Ordinance, San Francisco City and County Minimum Wage Ordinance)

61. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

62. Labor Code § 1194 allows an individual a private right of action to pursue unpaid wages, including unpaid minimum wages and overtime. If an employer does not pay an employee at least the minimum wage for all hours worked, Labor Code § 1194.2 allows an employee to recover liquidated damages equal to the amount up unpaid wages.

63. Labor Code § 510 and IWC Wage Order 4-2001, require, among other things:

(a) One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours and up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

64. Defendants has a policy and practice of failing to pay Plaintiff and other putative class members for all hours worked by failing to pay them any wages, including minimum wages and overtime pay, for all hours worked, including time spent on travel between multiple assignments on a single day; as well as pre-shift time spent checking-in with court clerks and preparing interpreting equipment; and post-shift time spent checking-out with court clerks.

65. Plaintiff seeks to recover all unpaid wages and overtime pay due to Plaintiff and

1 other putative class members, as well as minimum wages and liquidated damages, if appropriate,
2 and interest, under Labor Code §§ 218.6, 1194 and 1194.2 (as well as the higher minimum wage
3 rates established by the Los Angeles Citywide Minimum Wage Ordinance, and the Los Angeles
4 County Minimum Wage Ordinance, and the San Francisco City and County Minimum Wage
5 Ordinance, for those interpreters who worked in those jurisdictions).

6 66. Plaintiff seeks attorneys' fees and costs under Labor Code § 1194, which provides
7 for a private right of action to recover unpaid minimum wage and overtime compensation and
8 also provides for the recovery of attorneys' fees and costs.

9 Wherefore, Plaintiff prays for relief as set forth below.

10 **VIII. THIRD CAUSE OF ACTION**

11 **(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –**
12 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

13 67. Plaintiff repeats and realleges each paragraph above as though fully set forth
14 herein.

15 68. California Labor Code § 2699(f) permits "aggrieved employees" to recover
16 certain penalties on their own behalf and on behalf of other current and former employees.

17 69. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
18 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
19 violators and against whom one or more of the alleged violations was committed.

20 70. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
21 action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the
22 applicable IWC Wage Order.

23 71. By the actions alleged herein, Defendants failed to provide Plaintiffs and other
24 aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7,
25 512, 1198 and 1199 and the applicable IWC Wage Order.

26 72. Therefore, Plaintiff and all current and former aggrieved employees demand the
27 non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§
28 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

73. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

IX. FOURTH CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIODS)

74. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

75. At all relevant times, the Defendants were "employers" of Plaintiff and members of the proposed class within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001, § 2(H).

76. At all relevant times, Plaintiff and members of the proposed class were "employees" of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001, § 2(F). Plaintiff and members of the proposed class also were employed by Defendants in "Professional, Technical, Clerical, Mechanical, and Similar Occupations" as defined in and within the meaning of IWC Wage Order 4-2001, § 2(O).

77. At all relevant times, Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001, § 11 provide that employees must receive a first meal period of not less than 30 minutes before working more than five hours, and a second meal period of not less than 30 minutes before working more than 10 hours in a day.

78. As alleged above, Defendants have a policy and practice of refusing and/or failing to provide employees all of their required duty-free meal periods as mandated by Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001, § 11(B). Plaintiff alleges that she and, on information and belief, other members of the proposed class did not waive their rights to their meal periods.

79. Defendants' practices of failing to provide employees timely and uninterrupted meal periods of not less than 30 minutes and of requiring employees to work through those meal periods, violate Labor Code §§ 226.7 and 512(a), and IWC Wage Order 4-2001, § 11(B).

80. Plaintiff and members of proposed class have lost money as a direct result of Defendants' unlawful practices as alleged above in that they were not provided their required

1 meal periods and were not compensated correctly for not having been provided such meal
2 periods, respectively. Accordingly, Plaintiff and members of the proposed class are entitled to
3 proper compensation, restitution and premium pay for each meal period that was not provided as
4 required by law and to the waiting time penalties attached to those violations.

5 81. Plaintiff is entitled to an award of attorneys' fees and costs and expenses incurred
6 in this action under Code of Civil Procedure § 1021.5.

7 Wherefore, Plaintiff prays for relief as set forth below.

8 **X. FIFTH CAUSE OF ACTION**

9 **(FAILURE TO PROVIDE MEAL PERIODS –**

10 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

11 82. Plaintiff repeats and realleges each paragraph above as though fully set forth
12 herein.

13 83. California Labor Code § 2699(f) permits "aggrieved employees" to recover
14 certain penalties on their own behalf and on behalf of other current and former employees.

15 84. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
16 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
17 violators and against whom one or more of the alleged violations was committed.

18 85. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
19 action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the
20 applicable IWC Wage Order.

21 86. By the actions alleged herein, Defendants failed to provide Plaintiffs and other
22 aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7,
23 512, 1198 and 1199 and the applicable IWC Wage Order.

24 87. Therefore, Plaintiff and all current and former aggrieved employees demand the
25 non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§
26 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

27 88. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
28 2699(g)(1).

XI. SIXTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT PAID REST PERIODS)

89. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

90. As alleged above, Defendants have a policy and practice of failing to authorize and permit Plaintiff and other putative class member to take discrete paid rest breaks of at least 10 minutes for every four hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC Wage Order 4-2001, § 12(A).

91. Defendants' practices of failing to authorize and permit employees to take discrete paid rest breaks of not less than 10 minutes for every four hours worked or major fraction thereof, and of requiring employees to work through their rest breaks, violate Labor Code § 226.7 and IWC Wage Order 4-2001, § 12(A).

92. Plaintiff and other putative class members lost money as a direct result of Defendants' unlawful practices as alleged above in that they were not provided adequate paid rest breaks and were not compensated correctly for not having been provided their paid rest breaks. Accordingly, Plaintiff and other putative class members are entitled to proper compensation, restitution and premium pay for each rest period that was not provided as required by Labor Code § 226.7.

93. Plaintiff is entitled to an award of attorneys' fees and costs and expenses incurred in this action under Code of Civil Procedure § 1021.5.

Wherefore, Plaintiff prays for relief as set forth below.

XII. SEVENTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

94. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

95. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

1 96. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code
2 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
3 violators and against whom one or more of the alleged violations was committed.

4 97. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
5 action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and the
6 applicable IWC Wage Order.

7 98. By the actions alleged herein, Defendants failed to authorize and permit aggrieved
8 employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199
9 and the applicable IWC Wage Order.

10 99. Therefore, Plaintiff and all current and former aggrieved employees demand the
11 non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§
12 226.7, 1198 and 1199 and the applicable IWC Wage Order.

13 100. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code §
14 2699(g)(1).

15 Wherefore, Plaintiff prays for relief as set forth below.

16 **XIII. EIGHTH CAUSE OF ACTION**

17 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

18 101. Plaintiff repeats and realleges each paragraph above as though fully set forth
19 herein.

20 102. As alleged above, during all or some portion of the proposed class period,
21 Defendants violated Labor Code § 226 through their practice of failing to provide their
22 employees, including Plaintiff and members of the proposed class, with complete and accurate
23 itemized wage statements. Among other things, the wage statements provided by Defendants
24 violated Labor Code § 226(a) by failing to state the total hours worked as well as the applicable
25 piece rate units earned and the applicable piece rates.

26 103. Under Labor Code § 226(e), Plaintiff and members of the proposed class are
27 entitled to recover the greater of actual damages or \$50 for the initial pay period in which a
28 violation occurred and \$100 for each subsequent pay period in which Defendants failed to

1 comply with the statute, up to a maximum of \$4,000 per employee.

2 104. Under Labor Code § 226(g), Plaintiff is entitled to an award of attorneys' fees and
3 costs incurred in bringing this action.

4 Wherefore, Plaintiff prays for relief as set forth below.

5 **XIV. NINTH CAUSE OF ACTION**

6 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –**
7 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

8 105. Plaintiff repeats and realleges each paragraph above as though fully set forth
9 herein.

10 106. California Labor Code § 2699(f) permits "aggrieved employees" to recover
11 certain penalties on their own behalf and on behalf of other current and former employees.

12 107. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
13 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
14 violators and against whom one or more of the alleged violations was committed.

15 108. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
16 action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

17 109. By the actions alleged herein, Defendants have failed to comply with Labor Code
18 § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, while
19 SOS International provided aggrieved employees with documents similar to a wage statement the
20 documents did not comply with Labor Code § 226(a). For example, the documents violated
21 Labor Code § 226(a)(2) as they did not list the total hours worked and violated § 226(a)(9) as
22 they did not list all applicable hourly rate in effect during the pay period and the corresponding
23 hours of work at each hourly rate. The documents also violated § 226(a)(8) as they list "SOSi
24 LLC" rather than the correct name of the legal entity that is the employer. In doing so, SOS
25 International LLC has violated Labor Code §§ 226(a) and 226.3.

26 110. Therefore, Plaintiff, for herself and all current and former aggrieved employees
27 on behalf of the State of California, demands the non-individual Labor Code § 226.3 penalties
28 provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to

Defendants' violations of Labor Code § 226(a), Plaintiff alternatively will seek non-individual Labor Code § 2699(f) penalties.)

111. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XV. TENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203)

112. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

113. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the time specified by law. Labor Code § 203 provides that if an employer willfully fails to pay those wages within the time specified by Labor Code §§ 201 or 202, the employer must continue to pay the subject employees' wages day-by-day, weekends included, until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

114. Defendants unfairly and unlawfully have a policy and practice of violating Labor Code §§ 201 and 202 by failing to pay Plaintiff and the class all wages earned in their employment within the time specified by those sections.

115. Plaintiff and all other putative class members who ceased employment with Defendants are entitled to unpaid compensation but thus far have not received that compensation.

116. More than 30 days have passed since Plaintiff and certain class members left Defendants' employ.

117. As a consequence of Defendants' willful failure to compensate Plaintiff and putative class members timely for all hours worked, Plaintiff and class members whose employment ended at any time the during the three-year period preceding the filing of this Complaint and up through the present and until compliance with the law are entitled to 30 days' wages under Labor Code § 203, together with interest.

Wherefore, Plaintiff prays for relief as set forth below.

XVI. ELEVENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

118. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

119. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

120. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

121. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

122. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

123. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

124. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVII. TWELFTH CAUSE OF ACTION

**(FAILURE TO REIMBURSE BUSINESS EXPENSES – LABOR CODE § 2802 AND
WAGE ORDER 4-2001)**

125. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

126. At all relevant times, Labor Code § 2802 and Wage Order 4-2001 have required an employer to reimburse an employee for necessary expenditures and losses incurred by an employee in the direct consequence of the discharge of his or her duties.

127. As alleged above, during all or some portion of the proposed class period, SOS violated Labor Code § 2802 and Wage Order 4-2001 through its practice of failing to reimburse Plaintiff and proposed class members for all necessary expenditure and losses.

128. Defendants' failure to comply with Labor Code § 2802 and Wage Order 4-2001 has damaged Plaintiff and proposed class members. Plaintiff and proposed class members seek reimbursement for the expenditure and losses incurred in the discharge of their respective duties and/or on behalf of Defendants, together with interest and attorneys' fees as provided by Labor Code §§ 218.6 and 2802(c).

Wherefore, Plaintiff prays for relief as set forth below.

XVIII. THIRTEENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

129. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

130. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

131. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

132. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

133. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

134. Plaintiff, all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

135. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIX. FOURTEENTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

136. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

137. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

138. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

139. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

140. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

141. Therefore, Plaintiff, for all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

142. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XX. FIFTEENTH CAUSE OF ACTION

(WILLFUL MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT

CONTRACTORS- LABOR CODE PRIVATE ATTRONEYS GENERAL ACT OF 2004)

143. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

144. PAGA provides that, any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency for violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee pursuant to the procedures outlined in Labor Code § 2699.3.

1 145. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she
2 is a person who was employed by the alleged violators and against whom one or more of the
3 alleged violations was committed.

4 146. Labor Code Labor Code § 226.8(a)(1) makes it unlawful for any person or
5 employer to willfully misclassify an individual as an independent contractor. Labor Code §
6 226.8(a)(2) makes it unlawful for any person or employer to charge an individual who has been
7 willfully misclassified as an independent contractor a fee, or make any deductions from their
8 compensation, for any purpose, including for goods, materials, space rental, services,
9 government licenses, repairs, equipment maintenance, or fines arising from the individual’s
10 employment when any of those acts would have violated the law if the individual had not been
11 misclassified.

12 147. At all relevant times, Defendants violated Labor Code § 226.8 by willfully
13 misclassifying Plaintiff and other aggrieved employees as independent contractors.

14 148. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
15 action against Defendants for violations of Labor Code § 226.8.

16 149. Therefore, Plaintiff, for herself and all current and former aggrieved employees,
17 demands the maximum non-individual penalties provided by Labor Code §§ 226.8(b) and (c) and
18 2699(f) for violations of Labor Code § 226.8.

19 150. Plaintiff, for all current and former aggrieved employees, requests the Court order
20 Defendants to place the notice required by Labor Code § 226.8(e) on SOS’ websites.

21 151. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code §
22 2699(g)(1).

23 Wherefore, Plaintiff prays for relief as set forth below.

24 **XXI. SIXTEENTH CAUSE OF ACTION**
25 **(REQUIRING EMPLOYEES TO AGREE TO UNLAWFUL TERMS AND CONDITIONS**
26 **- LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

27 152. Plaintiff repeats and realleges each paragraph above as though fully set forth
28 herein.

153. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

154. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

155. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 432.5.

156. By the actions alleged herein, Defendants misclassified Plaintiff and other aggrieved employees as independent contractors and Defendants have failed to comply with Labor Code § 432.5 as they relate to Plaintiff and the other aggrieved employees.

157. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code § 432.5

158. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For an order certifying this action as a class action;
- ii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of failing to pay all minimum wage, overtime and double-time compensation owed to Plaintiff and the class members in violation of Business and Professions Code §§ 17200, *et seq.*;
- iii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to provide proper meal periods and paid rest breaks and to pay all wages due and owing for those failures;

- iv. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to reimburse employees for their expenditures and losses incurred in the discharge of their respective duties on behalf of Defendants;
- v. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid minimum wage, overtime and double-time compensation owed to Plaintiff and the class members for the policy and practice of failing to pay all wages due and owing (as well as the higher minimum wage rates established by the Los Angeles Citywide Minimum Wage Ordinance, and the Los Angeles County Minimum Wage Ordinance, and the San Francisco City and County Minimum Wage Ordinance, for those interpreters who worked in those jurisdictions), as well as liquidated damages as appropriate, during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vi. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiff and class members for missed meal periods and paid rest breaks due and owing during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198

and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- ix. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- x. For compensatory damages in amounts according to proof at trial owed to Plaintiff and class members representing the amount of unpaid reimbursement for the expenditures and losses incurred in the discharge of their respective duties on behalf of Defendants in violation of Labor Code § 2802 and Wage Order 4-2001 during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xi. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xii. For compensatory damages to Plaintiff and class members in an amount according to proof at time of trial for the policy and practice of failing to provide accurate, itemized wage statements during the applicable limitations period preceding the filing of this Complaint and up through the present and until the date of compliance with the law;
- xiii. For the statutory amounts provided by Labor Code § 226(e) for Plaintiff and class members during the applicable limitations period preceding the filing of this Complaint and up through and including the present and until the date of compliance with the law;
- xiv. For non-individual civil penalties as specified by Labor Code § 226.3 for each current or former aggrieved employee and on behalf of the State of California for each

violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the non-individual civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

- xv. For waiting time penalties as provided by Labor Code § 203 for Plaintiff and class members;
- xvi. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xvii. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xviii. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current and former aggrieved employee for each violation of Labor Code § 226.8 (willful misclassification of employees as independent contractors) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xix. For non-individual civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code § 432.5 (requiring employees to agree to unlawful terms and conditions) during the applicable limitations

period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

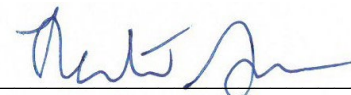
- xx. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 226(e), 226(g), 1194(a) and 2699(g)(1) and Code of Civil Procedure § 1021.5;
- xxi. For all interest as required by Labor Code § 218.6 and other applicable law;
- xxii. For all costs of this suit as allowed by law, including Labor Code §§ 226(e), 226(g), 1194 and 2699(g)(1); and
- xxiii. For such other and further relief as the Court may deem proper.

Dated: June 25, 2024

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Proposed Class

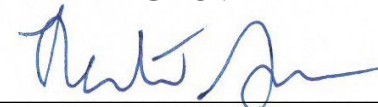
JURY TRIAL DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

Dated: June 25, 2024

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Proposed Class

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 25, 2024**, in the case of *Diaz v. SOS International LLC*, Alameda Superior Court Case Number 24CV069862, I served the foregoing document(s):

FIRST AMENDED COMPLAINT

on the interested party(ies) below, using the following means:

SOS International LLC	<i>REGISTERED AGENT FOR SERVICE OF</i>
c/o Becky DeGeorge	<i>PROCESS FOR</i>
Koy Saechao	SOS International LLC
CSC Lawyers Incorporating Service	
Registered Agent for Service of Process	
2710 Gateway Oaks Drive, Suite 150N	
Sacramento, California 95833	

☒	(BY UNITED STATES MAIL) I sealed the envelope(s), with postage thereon fully prepaid, and on the date below, following ordinary business practices, I placed it for collection and mailing in the United States Postal Service, in San Francisco, California.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 25, 2024**, in the case of *Diaz v. SOS International LLC*, Alameda Superior Court Case Number 24CV069862, I served the foregoing document(s):

FIRST AMENDED COMPLAINT

on the interested party(ies) below, using the following means:

Ken Sulzer, Esq. *Attorneys for Defendant*
Regina Musolino, Esq. **SOS International LLC**
Constagny, Brooks, Smith & Prophete, LLP
2029 Century Park East, Suite 1100
Los Angeles, California 90067
ksulzer@constangy.com
rmusolino@constangy.com

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per CCP 1016.6.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 20, 2025**, in the case of *Diaz v. SOS International LLC*, Alameda County Superior Court case number 24CV069862, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

on the interested party(ies) below, using the following means:
interested party(ies) below, using the following means:

Ken Sulzer, Esq.
Regina Musolino, Esq.
Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Suite 1100
Los Angeles, California 90067
ksulzer@constangy.com
rmusolino@constangy.com

Attorneys for Defendant
SOS INTERNATIONAL LLC

- | | |
|-------------------------------------|--|
| ☒ | (BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per CCP § 1010.6 or an agreement between the parties. |
| ☒ | (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. |


JOEY GONZALEZ