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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

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

Date: September 23, 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 2. A true and correct copy of the Amended Joint Stipulation of Class and PAGA
7 Action Settlement and Release of Claims (“Amended Stipulation”) entered into by Plaintiff and
8 SOS International LLC (“Defendant”), (collectively, the “Parties”) is attached hereto as **Exhibit**
9 **A.** A true and correct redlined copy of the Amended Joint Stipulation of Class and PAGA Action
10 Settlement and Release of Claims (“Redlined Amended Stipulation”) showing the changes made to
11 the original Settlement Agreement and proposed Class Notice by the Parties is attached hereto as
12 **Exhibit B.**

13 3. On August 25, 2025, the Court issued its tentative ruling on Plaintiff’s Motion for
14 Preliminary Approval of Class Action Settlement (“Tentative Ruling”), a true and correct copy of
15 which is attached hereto as **Exhibit C.** I make this declaration to address the issues raised by the
16 Court in the Tentative Ruling.

17 4. Michael Garson is the Chief Legal Officer of Defendant SOS International LLC.
18 Attached as **Exhibit D** is a true and correct copy of the Declaration of Michael Garson Regarding
19 Cy Pres Recipient (“Garson Decl.”).

20 5. Defendant is represented by Kenneth D. Sulzer, Esq. and Regina Musolino of SOS
21 International LLC. Attached as **Exhibit E** is a true and correct copy of the Declaration of Regina
22 Musolino Regarding Cy Pres Recipient (“Musolino Decl.”).

23 6. Plaintiffs’ Counsel is submitting concurrently herewith a revised proposed order
24 with minor changes consistent with the Tentative Ruling and Amended Stipulation. A true and
25 correct redlined copy of the revised proposed order showing the changes is attached hereto as
26 **Exhibit F.**

27 **Scope of PAGA Release:**

28 7. The Court’s Tentative Ruling held that the PAGA Release is too broad and that it

suggests the LWDA is releasing the claims in the Complaint.¹ The Parties have addressed this by altering the definition of “PAGA Released Claims” to delete any references to releasing claims alleged in the Complaint.² The class notice requires no changes because the notice does not reference the Complaint at all in the section describing the PAGA release.³

Length of Check Cashing Period and Distribution to Cy Pres Recipient:

8. The Court raised issues regarding the length of the check cashing period.⁴ The Parties have agreed to shorten the check cashing period from 180 days to 120 days in accordance with the Court’s tentative ruling.⁵ The Court also raised that the settlement must state that the administrator will not distribute funds to the cy pres beneficiary before the Court approves the final accounting.⁶ The Parties addressed this by amending the Settlement Agreement to state: “The Settlement Administrator shall not distribute any funds to Legal Aid at Work until the Court approves the final accounting of this matter and the distribution of such funds to Legal Aid at Work.”⁷

Counsel and Parties Have no Interest in Cy Pres Recipient:

9. The Court raised issues with whether Counsel and the Parties have an interest in the cy pres beneficiary, Legal Aid at Work.⁸ I do not personally have any interest or involvement in the governance or work of Legal Aid at Work. Proposed Class Counsel Robert Spencer and Plaintiff Yesenia Diaz have submitted declarations herewith confirming that they also do not have any interest or involvement in the governance or work of Legal Aid at Work.⁹ Defendant and its

¹ Ex. C at pp. 2, 5 (Tentative Ruling).

² Ex. A at section II.B (Amended Stipulation); Ex. B at same (Redlined Amended Stipulation).

³ Ex. A (Amended Stipulation) at Ex. 1 (Notice) at p. 6 (“WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS”).

⁴ Ex. C at p. 4 (Tentative Ruling).

⁵ Ex. A at section III.M.2.e (Amended Stipulation); Ex. B at same (Redlined Settlement Agreement). This change is mirrored in the class notice. Ex. A (Amended Stipulation) at Ex. 1 (Notice) at p. 4; Ex. B (Redlined Settlement) at same.

⁶ Ex. C at p. 4 (Tentative Ruling).

⁷ Ex. A at section III.M.2.e (Amended Stipulation); Ex. B at same (Redlined Settlement Agreement).

⁸ Ex. C at pp. 4, 5 (Tentative Ruling).

⁹ Supplemental Declaration of Robert Spencer in Support of Preliminary Approval of Class and
(Cont’d)

counsel have also executed declarations affirming that Defendant and its counsel have no interest or involvement in the governance or work of Legal aid at work, which are attached to this declaration as Exhibits D and E.¹⁰

Amended Stipulation Submitted to LWDA:

10. Proposed Class Counsel Robert Spencer is concurrently submitted a declaration confirming he has uploaded the Amended Stipulation to the LWDA.¹¹

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 16th day of September, 2025, at San Francisco, California.


ERIC A. GROVER

PAGA Action Settlement (“ Supp. Spencer Decl.”) at ¶ 3; Declaration of Yesenia Diaz in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, at ¶ 2.

¹⁰ Ex. D at ¶¶ 1-2, Ex. E at ¶¶ 1-2.

¹¹ Supp. Spencer Decl. at ¶ 2.

EXHIBIT A

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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

**AMENDED 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 O. "Defense Counsel" means Kenneth D. Sulzer and Regina Musolino of Constangy, Brooks,
27 Smith & Prophete, LLP, 2029 Century Park East, Suite 1100, Los Angeles, California
28 90067.

1 P. "Effective Date" shall be the date of the later of the following: (a) 65 calendar days after
2 the Court enters a final approval order and judgment approving the settlement, or (b) if any
3 appeal, writ, or other appellate proceeding opposing the Court's final approval order
4 approving the settlement has been filed, five business days after any appeal, writ, or other
5 appellate proceedings opposing the settlement have been finally and conclusively
6 dismissed with no right to pursue further judicial remedies or relief.

7 Q. "Final Approval Order" means the Court's order granting final approval of the Settlement.

8 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Interpreter
9 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
10 Payment and an Individual PAGA Payment will receive one check incorporating both
11 amounts.

12 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member. An individual who is entitled to both an
14 Individual Settlement Payment and an Individual PAGA Payment will receive one check
15 incorporating both amounts.

16 T. "LWDA" means the California Labor & Workforce Development Agency.

17 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that will
18 be paid to the LWDA pursuant to PAGA.

19 V. "Maximum Settlement Amount" means \$450,000, which includes all payments to
20 Settlement Class members, payment of the Class Counsel Award, payment of the Class
21 Representative Incentive Awards/General Release Payments, the PAGA Payment, and
22 payment to the Settlement Administrator for settlement administration expenses. This is
23 an all-in and non-reversionary Settlement. Other than as provided in Paragraph
24 III.M.2.(a)(3), in no event shall Defendant be liable for more than the Maximum
25 Settlement Amount of \$450,000 under this Agreement.

26 W. "Net Settlement Amount" means the amount that remains after deducting the Class
27 Representative Incentive Award/General Release Payment (estimated to be \$10,000), the
28 Class Counsel Award (estimated to be \$150,000 in fees and no more than \$17,500 in

- 1 costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at
2 no more than \$7,000) from the Maximum Settlement Amount, resulting in a Net
3 Settlement Amount of an estimated \$240,500.
- 4 X. “Notice of Class and PAGA Action Settlement” means the notice substantially similar to
5 the notice attached to this Stipulation as **Exhibit 1**.
- 6 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor
7 Code §§ 2698, *et seq.*
- 8 Z. “PAGA Payment” means the \$25,000 portion of the Maximum Settlement Amount that is
9 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of
10 which will be paid to the Aggrieved Interpreters and 75% (\$18,750) of which will be paid
11 to the LWDA.
- 12 AA. “PAGA Period” means the period from and including March 26, 2023, through May 17,
13 2025, or an alternative date to be selected by Defendant, subject to the provisions set
14 forth in Paragraph III.M.2. (a)(3).
- 15 BB. “PAGA Released Claims” means any and all claims for civil penalties under PAGA based
16 on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA for
17 violations allegedly suffered by an Aggrieved Interpreter during the PAGA Period (i.e.
18 Labor Code §§ 201-203, 204, 221, 224, 226(a), 226.2, 226.3, 226.7, 226.8, 432.5, 510,
19 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802) as well as all facts, theories, or
20 claims for civil penalties that would be considered administratively exhausted under
21 applicable law by the PAGA notices Plaintiff sent to the LWDA.
- 22 CC. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
23 Plaintiff or Defendant, individually.
- 24 DD. “Payment Ratio – Aggrieved Interpreter” means the respective number of Qualified Pay
25 Periods for each Aggrieved Interpreter divided by the total number of Qualified Pay
26 Periods for all Aggrieved Interpreters.
- 27 EE. “Payment Ratio – Class Member” means the respective number of Qualified Work Days
28 worked by an individual Settlement Class Member who does not opt-out of the class action

1 portion of the Settlement divided by the total number of Qualified Work Day worked by all
2 Settlement Class Members who do not opt-out of the class action portion of the Settlement.

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

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

6 HH. "Preliminary Approval Order" means an order granting preliminary approval of the
7 Settlement.

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

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

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

21 LL. "Released Claims" means and includes all any and all causes of action, claims, rights,
22 statutory damages, penalties, liabilities, expenses, and losses against the Released Parties
23 arising between March 26, 2023 and May 17, 2025, inclusive, under state, federal, or local
24 law, whether statutory or otherwise, arising out of the claims expressly pleaded in the
25 Complaint (i.e., Labor Code §§ 201-203, 204, 226(a), 225.3, 226.7, 226.8, 432.5, 510, 512,
26 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775 and 2802, and Business & Professions Code
27 §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other
28 potential claims reasonably related to or arising out of the same set of facts pleaded in the

1 Complaint, such as those under the California Labor Code, Wage Orders, regulations,
2 and/or other provisions of law. The time period of the Released Claims shall be for the
3 entirety of the Class Period.

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

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

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

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

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

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

25 SS. "Work Orders" are the basis for the calculation of Qualified Work Days and/or Qualified
26 Pay Periods for all Class Members and/or Aggrieved Interpreters. If a Class Member
27 performed one work order in a day, that day counts as one Qualified Work Day. If an
28

1 Aggrieved Interpreter performed one Work Order during a pay period within the PAGA
2 Period, that would count as one Qualified Pay Period.

3 **II. RECITALS**

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

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

20 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
21 recognize the expense and length of continued proceedings that would be necessary to
22 litigate their disputes through trial and through any possible appeals. Plaintiff also has
23 taken into account the uncertainty and risks regarding the outcome of further litigation and
24 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
25 are aware of the burdens of proof necessary to establish liability for the claims asserted in
26 the Action, both generally and in response to Defendant's defenses thereto, and the
27 difficulties in establishing damages and civil penalties for the Class Members and
28 Aggrieved Interpreters. Based on these factors, Plaintiff and Class Counsel have

1 determined that the terms set forth in this Agreement represent a fair, adequate, and
2 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
3 the Aggrieved Interpreters.

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

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

20 An employer shall not require the execution of any release of any claim or
21 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.

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

26 F. Aggrieved Interpreters' Claims. Plaintiff contends that the PAGA allegations have merit
27 and give rise to liability on the part of Defendant. This Agreement is a compromise of
28 disputed claims. The monies being paid as part of the settlement are genuinely disputed

1 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
2 settlement. Nothing contained in this Agreement, no documents referred to in this
3 Agreement and no action taken to carry out this Agreement may be construed or used as an
4 admission by or against the Aggrieved Interpreters or Class Counsel as to the merits or
5 lack of merit of the claims asserted.

6 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
7 Released Claims have no merit and do not give rise to liability. This Agreement is a
8 compromise of disputed claims. The monies being paid as part of the Settlement are
9 genuinely disputed and the Parties agree that the provisions of California Labor Code §
10 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
11 whether any wages are due, the release of claims does not violate California Labor Code §
12 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
13 and no action taken to carry out this Agreement may be construed or used as an admission
14 by or against Defendant as to the merits or lack of merit of the claims asserted.

15 **III. TERMS OF AGREEMENT**

16 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums
17 specified in this Agreement, i.e., the Maximum Settlement Amount. Other than as
18 provided in Paragraph III.M.2.(a).(3), in no event shall Defendant be required to pay more
19 than the Maximum Settlement Amount.

20 B. Limited Release by All Settlement Class Members. As of the Effective Date, in exchange
21 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class
22 Members will fully release and discharge the Released Parties from the Released Claims
23 for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover
24 facts or legal arguments in addition to or different from those they now know or currently
25 believe to be true with respect to the claims, causes of action and legal theories of recovery
26 in this Action which are the subject matter of the Released Claims. Nonetheless, the
27 discovery of new facts or legal arguments shall in no way limit the scope or definition of
28 the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class

1 Members shall be deemed to have, and, by operation of the final judgment approved by the
2 Court shall have, fully, finally, and forever settled and released all of the Released Claims
3 as defined in this Agreement.

4 C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange
5 for the consideration set forth in this agreement, Plaintiff makes the additional following
6 general release of all claims, known or unknown: Plaintiff releases Defendant and the
7 Released Parties, from all claims, demands, rights, liabilities and causes of action of every
8 nature and description whatsoever, known or unknown, asserted or that might have been
9 asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
10 regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's work as
11 an interpreter for Defendant through the end of the Release Period as well as any and all
12 acts or omissions by or on the part of Defendant through the end of the Release Period.
13 (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's
14 General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates
15 and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
16 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
17 benefits of Section 1542 of the California Civil Code, or any other similar provision under
18 federal or state law, which provides:

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

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

28 However, specifically excluded from this general release of claims by Plaintiff are any

1 claims for or relating to workers' compensation, unemployment insurance, or any other
2 claims that cannot be waived by law.

3 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as a representative
4 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
5 in this Action, agrees to release the Released Parties of and from any and all claims for
6 civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private
7 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA
8 notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released
9 Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by
10 the Court following approval of this settlement forever bars Plaintiff and the LWDA,
11 directly or through any other proxy or agent, from any future prosecution of any of the
12 PAGA Released Claims against any of the Released Parties.

13 E. Conditions Precedent: This Settlement will become final and effective only upon the
14 occurrence of all the following events:

- 15 1. The Court enters a Preliminary Approval Order granting preliminary approval to the
16 Settlement;
- 17 2. The Court enters a Final Approval Order and a judgment;
- 18 3. The final Effective Date occurs; and
- 19 4. Defendant does not invoke its right to revoke the Settlement as described in
20 Paragraph III.S herein.

21 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
22 final approval of this Agreement with prejudice, the Settlement fails to become effective,
23 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
24 prohibits Defendant from obtaining a complete resolution of the claims as described
25 herein:

- 26 1. This Agreement shall be *void ab initio* and of no force or effect, and shall not be
27 admissible in any judicial, administrative or arbitral proceeding for any purpose or
28 with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only as follows:

1. Plaintiff Yesenia Diaz shall be appointed as the Class Representative.
2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover LLP shall be appointed as Class Counsel.
3. In the event that the Court denies preliminary or final approval of this Settlement Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

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

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

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

21 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
22 Settlement Administrator is bound to all of the terms, conditions, and obligations described
23 in this Settlement Agreement. Among these obligations, the Settlement Administrator
24 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
25 and Individual PAGA Payments; processing and transmitting payments to the Class
26 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
27 Interpreters; printing the Notice of Class and PAGA Action Settlement and mailing it to
28 the Class Members and Aggrieved Interpreters as directed by the Court; receiving,

1 processing, and reporting Requests for Exclusion and Notices of Objection; sending a
2 postcard reminder to Settlement Class Members and Aggrieved Interpreters 30 days before
3 the check void date; distributing tax forms; providing declaration(s) as necessary in
4 support of preliminary and/or final approval of this Agreement; and such other tasks as the
5 Parties mutually agree or the Court orders the Settlement Administrator to perform. The
6 Settlement Administrator shall keep the Parties timely apprised of the performance of all of
7 the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have
8 no responsibility for validating or ensuring the accuracy of the Settlement Administrator's
9 work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any
10 responsibility for errors or omissions in the calculation or distribution of Individual
11 Settlement Payments, Individual PAGA Payments or any other distribution of monies
12 contemplated by this Agreement.

13 L. Notice Procedure.

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

27 2. Notice of Class and PAGA Action Settlement.

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

9 b) The Notice of Class and PAGA Action Settlement shall be individualized by
10 inclusion of each Class Member's number of Qualified Work Days and
11 Qualified Pay Periods and the Settlement Administrator's calculation of each
12 Class Member's estimated gross Individual Settlement Payment if that Class
13 Member does not request exclusion from the Settlement and each Aggrieved
14 Interpreter's estimated Individual PAGA Payment.

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

27 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
28 returned to the Settlement Administrator as not having been delivered on or before

1 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
2 no forwarding address is provided, the Settlement Administrator promptly shall
3 attempt to determine a correct address by lawful use of skip-tracing and by other
4 searches using the name, address and Social Security number of the Class Member or
5 Aggrieved Interpreter involved and, if another mailing address is identified by the
6 Settlement Administrator, then shall perform a re-mailing to that Class Member or
7 Aggrieved Interpreter. In addition, if any Notices of Class and PAGA Action
8 Settlement that are addressed to Class Members or Aggrieved Interpreters who are
9 employed by Defendant at the time of mailing are returned to the Settlement
10 Administrator as non-delivered and no forwarding address is provided, the
11 Settlement Administrator shall so notify Defendant. Defendant then will request that
12 the currently-employed Class Member or Aggrieved Interpreter provide a corrected
13 address and will transmit to the Administrator any corrected address provided by the
14 Class Member or Aggrieved Interpreter.

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

26 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
27 Settlement Administrator concerning the administration of the Settlement will be
28 resolved by the Court under the laws of the State of California. Before any such

involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the need to involve the Court.

7. Requests for Exclusion.

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

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

c) Any Class Member who requests to be excluded from the class action Settlement will not be entitled to an Individual Settlement Payment and will neither be bound by the terms of the class action Settlement nor have any right

1 to object to, appeal from or comment on the class action Settlement. Nothing in
2 this Settlement Agreement will constitute or be construed as a waiver of any
3 defense that Defendant or the Released Parties have or could assert against
4 anyone who timely serves a Request for Exclusion.

5 d) Aggrieved Interpreters cannot request to be excluded from the settlement of the
6 PAGA Released Claims. Class Members who are also Aggrieved Interpreters
7 cannot request to be excluded from the settlement of the PAGA Released
8 Claims.

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

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

15 8. Objections.

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

23 b) Class Members who submit a timely Notice of Objection will have a right to
24 appear at the final approval hearing to have their objections heard by the Court.
25 The Notice of Objection must be signed by the Class Member and state: (1) the
26 case name and number; (2) the name of the Class Member; (3) the address of
27 the Class Member; (4) the last four digits of the Class Member’s Social
28 Security Number; (5) the basis for the objection and any supporting documents;

1 and (6) whether or not the Class Member intends to appear at the final approval
2 hearing. Class Members who fail to make objections in the manner specified
3 above may be deemed to have waived any objections and to be foreclosed from
4 making any objections to the Settlement, whether by appeal or otherwise. The
5 failure to submit a written objection does not waive a Settlement Class
6 Member's right to appear and orally object at the final approval hearing.

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

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

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

20 f) Aggrieved Interpreters cannot object to the settlement of the PAGA Released
21 Claims. Class Members who are also Aggrieved Interpreters cannot object to
22 the settlement of the PAGA Released Claims. Any such objections by
23 Aggrieved Interpreters or by Class Members who are Aggrieved Interpreters
24 shall be deemed invalid.

25 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
26 Plaintiff, Class Counsel or Class Members arising from or related to any
27 objection to the Settlement Agreement or related to any appeals thereof.
28

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

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

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

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

17 (1) The Settlement Administrator will determine the total number of
18 Qualified Work Days for all Settlement Class Members based on Class
19 Data information provided by Defendant. The number of Qualified Work
20 Days for each Settlement Class Member then will be divided by the total
21 number of Qualified Work Days for all Settlement Class Members. The
22 result of that division will be the “Payment Ratio” for each Settlement
23 Class Member. Each Settlement Class Member’s Payment Ratio then will
24 be multiplied by the Net Settlement Amount to calculate that Settlement
25 Class Member’s share of the Net Settlement Amount, except no gross
26 Individual Settlement Payment will be less than \$25. A share of the Net
27 Settlement Amount will be provided only to those individuals who satisfy
28

1 the definition of Settlement Class Members, i.e., Class Members who do
2 not submit a timely and valid Request for Exclusion.

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

7 (3) Defendant represents that the Settlement Class members have worked
8 approximately 11,500 Settlement Work Weeks during the Class Period.
9 Should the total number of Settlement Work Weeks exceed 11,500 by
10 more than 10% (i.e., if there are more than 12,650 work weeks),
11 Defendant shall, at its option, (1) increase the Maximum Settlement
12 Amount by increasing the Net Settlement Amount only and proportionally
13 to the increase in work days above 10%. For example, if the actual
14 number of Settlement Work Weeks is 2% greater than 12,650, then the
15 Net Settlement Amount will increase by 2%, or (2) select a new end date
16 for the Class Period where the total Settlement Work Weeks is less than
17 12,650.

18 b) Calculation of Individual PAGA Payments: Using the Aggrieved Interpreter
19 Data, the Settlement Administrator will calculate the total number of Qualified
20 Pay Periods for all Aggrieved Interpreters. The number of Qualified Pay
21 Periods for each Aggrieved Interpreter then will be divided by the total number
22 of Qualified Pay Periods for all Aggrieved Interpreters. The result of that
23 division will be the Payment Ratio for each Aggrieved Interpreter. Each
24 Aggrieved Interpreter's Payment Ratio then will be multiplied by the \$6,250
25 portion of the PAGA Payment that is allocated for distribution to the Aggrieved
26 Interpreters to calculate each Aggrieved Interpreter's Individual PAGA
27 Payment.
28

- 1 c) Tax Allocation. The Parties recognize that the settlement amounts to be paid to
2 Settlement Class Members are for reimbursement of expenses, interest, and
3 penalties. For tax purposes, Individual PAGA Payments shall be allocated and
4 treated as 100% penalties. The Settlement Administrator will be responsible
5 for issuing and mailing all required IRS Form 1099s.
- 6 d) Mailing. The Individual Settlement Payments and Individual PAGA Payments
7 shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
8 and Aggrieved Interpreters' last known mailing addresses no later than 42
9 calendar days after the Effective Date.
- 10 e) Uncashed Checks. All checks issued to Settlement Class Members shall remain
11 valid and negotiable for 120 calendar days from the date of their issuance. In
12 the event any Individual Settlement Payment or Individual PAGA Payment
13 settlement checks have not been cashed by the check cashing deadline, upon
14 Court approval, the Settlement Administrator shall tender to Legal Aid at Work
15 (<https://legalaidatwork.org/>) the funds represented by any such uncashed
16 checks. The Settlement Administrator shall not distribute any funds to Legal
17 Aid at Work until the Court approves the final accounting of this matter and the
18 distribution of such funds to Legal Aid at Work.

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

- 20 a) Plaintiff will apply for a Class Representative Incentive Award/General Release
21 Payment of up to \$10,000 for her time, effort, and risk in bringing and
22 prosecuting this Action. The Class Representative Incentive Award/General
23 Release Payment shall be in addition to Plaintiff's Individual Settlement
24 Payment and Individual PAGA Payment.
- 25 b) The Settlement Administrator shall pay the Class Representative Incentive
26 Awards/General Release Payment to Plaintiff from the Maximum Settlement
27 Amount no later than 42 calendar days after the Effective Date. Any portion of
28 the requested Class Representative Incentive Award/General Release Payment

1 that is not awarded to the Class Representative shall become part of the Net
2 Settlement Amount.

3 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to
4 Plaintiff for her Class Representative Incentive Award/General Release
5 Payment. Plaintiff shall be solely and legally responsible to pay all applicable
6 taxes on the Class Representative Incentive Awards/General Release Payment
7 and Plaintiff shall hold Defendant and the Released Parties harmless from any
8 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
9 Class Representative Incentive Award/General Release Payment.

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

15 4. Class Counsel Award.

16 a) In consideration for settling the Action and in exchange for the release of the
17 Released Parties for all Released Claims and for the resolution of the PAGA
18 Released Claims, Class Counsel intends to apply for an award of attorneys' fees
19 not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e.,
20 \$150,000 of the \$450,000 Maximum Settlement Amount), plus actual costs and
21 litigation expenses estimated not to exceed \$17,500.

22 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
23 Interpreters will not apply to the Court for any payment of attorneys' fees and
24 costs that are in addition to the foregoing. The Parties agree that, over and
25 above the Court-approved Class Counsel Award, each of the Parties, including
26 each Settlement Class Member and Aggrieved Interpreter, shall bear his, her or
27 its own fees and costs, including, but not limited to, those related to the
28 investigation, filing, prosecution, or settlement of the Action; the negotiation,

1 execution, or implementation of this Agreement; and/or the process of
2 obtaining, administering, or challenging a Preliminary Approval Order and/or
3 Final Approval Order.

4 c) Any portion of the requested Class Counsel Award that is not awarded to Class
5 Counsel shall be part of the Net Settlement Amount and shall be distributed to
6 Settlement Class Members as provided in this Agreement.

7 d) The Settlement Administrator shall pay the Class Counsel Award to Class
8 Counsel from the Maximum Settlement Amount no later than 42 calendar days
9 after the Effective Date.

10 e) Class Counsel shall be solely and legally responsible to pay all applicable taxes
11 on the payment made pursuant to this Paragraph III.M.4. The Settlement
12 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
13 payments made pursuant to this Paragraph.

14 f) In the event that the Court reduces or does not approve the requested Class
15 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
16 or revoke the Settlement, or to appeal such order, and the Settlement will
17 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
18 demand an increase in the Maximum Settlement Amount on that basis.

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

27 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
28 the Maximum Settlement Amount for the costs of administration of the Settlement.

1 The Settlement Administrator has agreed to a fee not to exceed \$5,500. The
2 Settlement Administrator shall be paid for the settlement administration costs no later
3 than 42 calendar days after Defendant provides funds to the Settlement Administrator
4 for disbursement under this Agreement.

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

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

27 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
28 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class

Representative Incentive Award/General Release Payment, Class Counsel Award, and 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 Agreement on behalf of Defendant represents and warrants that he or she is authorized to

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

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

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

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

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

22 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
23 respect to the interpretation, implementation and enforcement of the terms of this
24 Agreement and all orders and judgments entered in connection therewith. The Parties to
25 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
26 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
27 all orders and judgments entered in connection with this Agreement.
28

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

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

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

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

24 //

25 //

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:**

7
8 DATED: September 15, 2025

SOS INTERNATIONAL LLC

9
10 By: 

11
12
13 DATED: _____, 2025

YESENIA DIAZ

14
15 By: _____

16
17
18 **APPROVED AS TO FORM:**

19
20 DATED: _____, 2025

KELLER GROVER LLP

21
22 By: _____
23 ERIC A. GROVER
24 ROBERT W. SPENCER
25 Attorneys for Plaintiff
26 YESENIA DIAZ
27
28

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:**

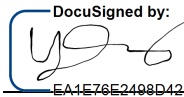
7
8 DATED: _____, 2025

SOS INTERNATIONAL LLC

10 By: _____

11
12
13 DATED: 9/11/2025, 2025

YESENIA DIAZ

14
15 By:  _____
16
17

18 **APPROVED AS TO FORM:**

19
20 DATED: 9/16/2025, 2025

KELLER GROVER LLP

21
22 By:  _____
23 ERIC A. GROVER
24 ROBERT W. SPENCER
25 Attorneys for Plaintiff
26 YESENIA DIAZ
27
28

1 DATED: September 12, 2025

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

2
3 By: 

4 KENNETH D. SULZER
5 REGINA MUSOLINO
6 Attorneys for Defendant
7 SOS INTERNATIONAL LLC
8
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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. <u>NOTE:</u> 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.

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 120 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 B

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

AMENDED 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 O. “Defense Counsel” means Kenneth D. Sulzer and Regina Musolino of Constangy, Brooks,
27 Smith & Prophete, LLP, 2029 Century Park East, Suite 1100, Los Angeles, California
28 90067.

1 P. "Effective Date" shall be the date of the later of the following: (a) 65 calendar days after
2 the Court enters a final approval order and judgment approving the settlement, or (b) if any
3 appeal, writ, or other appellate proceeding opposing the Court's final approval order
4 approving the settlement has been filed, five business days after any appeal, writ, or other
5 appellate proceedings opposing the settlement have been finally and conclusively
6 dismissed with no right to pursue further judicial remedies or relief.

7 Q. "Final Approval Order" means the Court's order granting final approval of the Settlement.

8 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Interpreter
9 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
10 Payment and an Individual PAGA Payment will receive one check incorporating both
11 amounts.

12 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member. An individual who is entitled to both an
14 Individual Settlement Payment and an Individual PAGA Payment will receive one check
15 incorporating both amounts.

16 T. "LWDA" means the California Labor & Workforce Development Agency.

17 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that will
18 be paid to the LWDA pursuant to PAGA.

19 V. "Maximum Settlement Amount" means \$450,000, which includes all payments to
20 Settlement Class members, payment of the Class Counsel Award, payment of the Class
21 Representative Incentive Awards/General Release Payments, the PAGA Payment, and
22 payment to the Settlement Administrator for settlement administration expenses. This is
23 an all-in and non-reversionary Settlement. Other than as provided in Paragraph
24 III.M.2.(a)(3), in no event shall Defendant be liable for more than the Maximum
25 Settlement Amount of \$450,000 under this Agreement.

26 W. "Net Settlement Amount" means the amount that remains after deducting the Class
27 Representative Incentive Award/General Release Payment (estimated to be \$10,000), the
28 Class Counsel Award (estimated to be \$150,000 in fees and no more than \$17,500 in

- 1 costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at
2 no more than \$7,000) from the Maximum Settlement Amount, resulting in a Net
3 Settlement Amount of an estimated \$240,500.
- 4 X. “Notice of Class and PAGA Action Settlement” means the notice substantially similar to
5 the notice attached to this Stipulation as **Exhibit 1**.
- 6 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor
7 Code §§ 2698, *et seq.*
- 8 Z. “PAGA Payment” means the \$25,000 portion of the Maximum Settlement Amount that is
9 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of
10 which will be paid to the Aggrieved Interpreters and 75% (\$18,750) of which will be paid
11 to the LWDA.
- 12 AA. “PAGA Period” means the period from and including March 26, 2023, through May 17,
13 2025, or an alternative date to be selected by Defendant, subject to the provisions set
14 forth in Paragraph III.M.2. (a)(3).
- 15 BB. “PAGA Released Claims” means any and all claims for civil penalties under PAGA based
16 on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA ~~and~~
17 ~~the operative Complaint~~ for violations allegedly suffered by an Aggrieved Interpreter
18 during the PAGA Period (i.e. Labor Code §§ 201-203, 204, 221, 224, 226(a), 226.2, 226.3,
19 226.7, 226.8, 432.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802) as well
20 as all facts, theories, or claims for civil penalties that would be considered administratively
21 exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.
- 22 CC. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
23 Plaintiff or Defendant, individually.
- 24 DD. “Payment Ratio – Aggrieved Interpreter” means the respective number of Qualified Pay
25 Periods for each Aggrieved Interpreter divided by the total number of Qualified Pay
26 Periods for all Aggrieved Interpreters.
- 27 EE. “Payment Ratio – Class Member” means the respective number of Qualified Work Days
28 worked by an individual Settlement Class Member who does not opt-out of the class action

1 portion of the Settlement divided by the total number of Qualified Work Day worked by all
2 Settlement Class Members who do not opt-out of the class action portion of the Settlement.

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

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

6 HH. "Preliminary Approval Order" means an order granting preliminary approval of the
7 Settlement.

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

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

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

21 LL. "Released Claims" means and includes all any and all causes of action, claims, rights,
22 statutory damages, penalties, liabilities, expenses, and losses against the Released Parties
23 arising between March 26, 2023 and May 17, 2025, inclusive, under state, federal, or local
24 law, whether statutory or otherwise, arising out of the claims expressly pleaded in the
25 Complaint (i.e., Labor Code §§ 201-203, 204, 226(a), 225.3, 226.7, 226.8, 432.5, 510, 512,
26 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775 and 2802, and Business & Professions Code
27 §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other
28 potential claims reasonably related to or arising out of the same set of facts pleaded in the

1 Complaint, such as those under the California Labor Code, Wage Orders, regulations,
2 and/or other provisions of law. The time period of the Released Claims shall be for the
3 entirety of the Class Period.

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

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

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

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

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

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

25 SS. "Work Orders" are the basis for the calculation of Qualified Work Days and/or Qualified
26 Pay Periods for all Class Members and/or Aggrieved Interpreters. If a Class Member
27 performed one work order in a day, that day counts as one Qualified Work Day. If an
28

1 Aggrieved Interpreter performed one Work Order during a pay period within the PAGA
2 Period, that would count as one Qualified Pay Period.

3 **II. RECITALS**

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

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

20 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
21 recognize the expense and length of continued proceedings that would be necessary to
22 litigate their disputes through trial and through any possible appeals. Plaintiff also has
23 taken into account the uncertainty and risks regarding the outcome of further litigation and
24 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
25 are aware of the burdens of proof necessary to establish liability for the claims asserted in
26 the Action, both generally and in response to Defendant's defenses thereto, and the
27 difficulties in establishing damages and civil penalties for the Class Members and
28 Aggrieved Interpreters. Based on these factors, Plaintiff and Class Counsel have

1 determined that the terms set forth in this Agreement represent a fair, adequate, and
2 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
3 the Aggrieved Interpreters.

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

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

20 An employer shall not require the execution of any release of any claim or
21 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.

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

26 F. Aggrieved Interpreters' Claims. Plaintiff contends that the PAGA allegations have merit
27 and give rise to liability on the part of Defendant. This Agreement is a compromise of
28 disputed claims. The monies being paid as part of the settlement are genuinely disputed

1 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
2 settlement. Nothing contained in this Agreement, no documents referred to in this
3 Agreement and no action taken to carry out this Agreement may be construed or used as an
4 admission by or against the Aggrieved Interpreters or Class Counsel as to the merits or
5 lack of merit of the claims asserted.

6 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
7 Released Claims have no merit and do not give rise to liability. This Agreement is a
8 compromise of disputed claims. The monies being paid as part of the Settlement are
9 genuinely disputed and the Parties agree that the provisions of California Labor Code §
10 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
11 whether any wages are due, the release of claims does not violate California Labor Code §
12 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
13 and no action taken to carry out this Agreement may be construed or used as an admission
14 by or against Defendant as to the merits or lack of merit of the claims asserted.

15 **III. TERMS OF AGREEMENT**

16 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums
17 specified in this Agreement, i.e., the Maximum Settlement Amount. Other than as
18 provided in Paragraph III.M.2.(a).(3), in no event shall Defendant be required to pay more
19 than the Maximum Settlement Amount.

20 B. Limited Release by All Settlement Class Members. As of the Effective Date, in
21 exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement
22 Class Members will fully release and discharge the Released Parties from the Released
23 Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter
24 discover facts or legal arguments in addition to or different from those they now know or
25 currently believe to be true with respect to the claims, causes of action and legal theories of
26 recovery in this Action which are the subject matter of the Released Claims. Nonetheless,
27 the discovery of new facts or legal arguments shall in no way limit the scope or definition
28 of the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class

Members shall be deemed to have, and, by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement.

C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange for the consideration set forth in this agreement, Plaintiff makes the additional following general release of all claims, known or unknown: Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's work as an interpreter for Defendant through the end of the Release Period as well as any and all acts or omissions by or on the part of Defendant through the end of the Release Period. (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

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

However, specifically excluded from this general release of claims by Plaintiff are any

1 claims for or relating to workers' compensation, unemployment insurance, or any other
2 claims that cannot be waived by law.

3 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as a representative
4 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
5 in this Action, agrees to release the Released Parties of and from any and all claims for
6 civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private
7 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA
8 notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released
9 Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by
10 the Court following approval of this settlement forever bars Plaintiff and the LWDA,
11 directly or through any other proxy or agent, from any future prosecution of any of the
12 PAGA Released Claims against any of the Released Parties.

13 E. Conditions Precedent: This Settlement will become final and effective only upon the
14 occurrence of all the following events:

- 15 1. The Court enters a Preliminary Approval Order granting preliminary approval to the
16 Settlement;
- 17 2. The Court enters a Final Approval Order and a judgment;
- 18 3. The final Effective Date occurs; and
- 19 4. Defendant does not invoke its right to revoke the Settlement as described in
20 Paragraph III.S herein.

21 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
22 final approval of this Agreement with prejudice, the Settlement fails to become effective,
23 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
24 prohibits Defendant from obtaining a complete resolution of the claims as described
25 herein:

- 26 1. This Agreement shall be *void ab initio* and of no force or effect, and shall not be
27 admissible in any judicial, administrative or arbitral proceeding for any purpose or
28 with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only as follows:

1. Plaintiff Yesenia Diaz shall be appointed as the Class Representative.
2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover LLP shall be appointed as Class Counsel.
3. In the event that the Court denies preliminary or final approval of this Settlement Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

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

- 1 I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class
2 Members, acknowledges and agrees that: (1) no provision of this Agreement, and no
3 written communication or disclosure between or among the Parties or their attorneys and
4 other advisers, is or was intended to be, nor shall any such communication or disclosure
5 constitute or be construed or be relied upon as, tax advice within the meaning of United
6 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
7 acknowledging party: (a) has relied exclusively upon his, her or its own, independent legal
8 and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this
9 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
10 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
11 any communication or disclosure by any attorney or adviser to any other party to avoid any
12 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
13 adviser to any other Party has imposed any limitation that protects the confidentiality of
14 any such attorney's or adviser's tax strategies (regardless of whether such limitation is
15 legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
16 structure of any transaction, including any transaction contemplated by this Agreement.
- 17 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
18 Court a Motion for Preliminary Approval and supporting papers, which shall include this
19 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
20 least five calendar days before filing the documents.
- 21 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
22 Settlement Administrator is bound to all of the terms, conditions, and obligations described
23 in this Settlement Agreement. Among these obligations, the Settlement Administrator
24 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
25 and Individual PAGA Payments; processing and transmitting payments to the Class
26 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
27 Interpreters; printing the Notice of Class and PAGA Action Settlement and mailing it to
28 the Class Members and Aggrieved Interpreters as directed by the Court; receiving,

1 processing, and reporting Requests for Exclusion and Notices of Objection; sending a
2 postcard reminder to Settlement Class Members and Aggrieved Interpreters 30 days before
3 the check void date; distributing tax forms; providing declaration(s) as necessary in
4 support of preliminary and/or final approval of this Agreement; and such other tasks as the
5 Parties mutually agree or the Court orders the Settlement Administrator to perform. The
6 Settlement Administrator shall keep the Parties timely apprised of the performance of all of
7 the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have
8 no responsibility for validating or ensuring the accuracy of the Settlement Administrator's
9 work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any
10 responsibility for errors or omissions in the calculation or distribution of Individual
11 Settlement Payments, Individual PAGA Payments or any other distribution of monies
12 contemplated by this Agreement.

13 L. Notice Procedure.

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

27 2. Notice of Class and PAGA Action Settlement.

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

9 b) The Notice of Class and PAGA Action Settlement shall be individualized by
10 inclusion of each Class Member's number of Qualified Work Days and
11 Qualified Pay Periods and the Settlement Administrator's calculation of each
12 Class Member's estimated gross Individual Settlement Payment if that Class
13 Member does not request exclusion from the Settlement and each Aggrieved
14 Interpreter's estimated Individual PAGA Payment.

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

27 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
28 returned to the Settlement Administrator as not having been delivered on or before

1 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
2 no forwarding address is provided, the Settlement Administrator promptly shall
3 attempt to determine a correct address by lawful use of skip-tracing and by other
4 searches using the name, address and Social Security number of the Class Member or
5 Aggrieved Interpreter involved and, if another mailing address is identified by the
6 Settlement Administrator, then shall perform a re-mailing to that Class Member or
7 Aggrieved Interpreter. In addition, if any Notices of Class and PAGA Action
8 Settlement that are addressed to Class Members or Aggrieved Interpreters who are
9 employed by Defendant at the time of mailing are returned to the Settlement
10 Administrator as non-delivered and no forwarding address is provided, the
11 Settlement Administrator shall so notify Defendant. Defendant then will request that
12 the currently-employed Class Member or Aggrieved Interpreter provide a corrected
13 address and will transmit to the Administrator any corrected address provided by the
14 Class Member or Aggrieved Interpreter.

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

26 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
27 Settlement Administrator concerning the administration of the Settlement will be
28 resolved by the Court under the laws of the State of California. Before any such

involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the need to involve the Court.

7. Requests for Exclusion.

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

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

c) Any Class Member who requests to be excluded from the class action Settlement will not be entitled to an Individual Settlement Payment and will neither be bound by the terms of the class action Settlement nor have any right

1 to object to, appeal from or comment on the class action Settlement. Nothing in
2 this Settlement Agreement will constitute or be construed as a waiver of any
3 defense that Defendant or the Released Parties have or could assert against
4 anyone who timely serves a Request for Exclusion.

5 d) Aggrieved Interpreters cannot request to be excluded from the settlement of the
6 PAGA Released Claims. Class Members who are also Aggrieved Interpreters
7 cannot request to be excluded from the settlement of the PAGA Released
8 Claims.

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

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

15 8. Objections.

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

23 b) Class Members who submit a timely Notice of Objection will have a right to
24 appear at the final approval hearing to have their objections heard by the Court.
25 The Notice of Objection must be signed by the Class Member and state: (1) the
26 case name and number; (2) the name of the Class Member; (3) the address of
27 the Class Member; (4) the last four digits of the Class Member’s Social
28 Security Number; (5) the basis for the objection and any supporting documents;

1 and (6) whether or not the Class Member intends to appear at the final approval
2 hearing. Class Members who fail to make objections in the manner specified
3 above may be deemed to have waived any objections and to be foreclosed from
4 making any objections to the Settlement, whether by appeal or otherwise. The
5 failure to submit a written objection does not waive a Settlement Class
6 Member's right to appear and orally object at the final approval hearing.

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

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

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

20 f) Aggrieved Interpreters cannot object to the settlement of the PAGA Released
21 Claims. Class Members who are also Aggrieved Interpreters cannot object to
22 the settlement of the PAGA Released Claims. Any such objections by
23 Aggrieved Interpreters or by Class Members who are Aggrieved Interpreters
24 shall be deemed invalid.

25 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
26 Plaintiff, Class Counsel or Class Members arising from or related to any
27 objection to the Settlement Agreement or related to any appeals thereof.
28

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

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

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

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

17 (1) The Settlement Administrator will determine the total number of
18 Qualified Work Days for all Settlement Class Members based on Class
19 Data information provided by Defendant. The number of Qualified Work
20 Days for each Settlement Class Member then will be divided by the total
21 number of Qualified Work Days for all Settlement Class Members. The
22 result of that division will be the “Payment Ratio” for each Settlement
23 Class Member. Each Settlement Class Member’s Payment Ratio then will
24 be multiplied by the Net Settlement Amount to calculate that Settlement
25 Class Member’s share of the Net Settlement Amount, except no gross
26 Individual Settlement Payment will be less than \$25. A share of the Net
27 Settlement Amount will be provided only to those individuals who satisfy
28

1 the definition of Settlement Class Members, *i.e.*, Class Members who do
2 not submit a timely and valid Request for Exclusion.

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

7 (3) Defendant represents that the Settlement Class members have worked
8 approximately 11,500 Settlement Work Weeks during the Class Period.
9 Should the total number of Settlement Work Weeks exceed 11,500 by
10 more than 10% (*i.e.*, if there are more than 12,650 work weeks),
11 Defendant shall, at its option, (1) increase the Maximum Settlement
12 Amount by increasing the Net Settlement Amount only and proportionally
13 to the increase in work days above 10%. For example, if the actual
14 number of Settlement Work Weeks is 2% greater than 12,650, then the
15 Net Settlement Amount will increase by 2%, or (2) select a new end date
16 for the Class Period where the total Settlement Work Weeks is less than
17 12,650.

18 b) Calculation of Individual PAGA Payments: Using the Aggrieved Interpreter
19 Data, the Settlement Administrator will calculate the total number of Qualified
20 Pay Periods for all Aggrieved Interpreters. The number of Qualified Pay
21 Periods for each Aggrieved Interpreter then will be divided by the total number
22 of Qualified Pay Periods for all Aggrieved Interpreters. The result of that
23 division will be the Payment Ratio for each Aggrieved Interpreter. Each
24 Aggrieved Interpreter's Payment Ratio then will be multiplied by the \$6,250
25 portion of the PAGA Payment that is allocated for distribution to the Aggrieved
26 Interpreters to calculate each Aggrieved Interpreter's Individual PAGA
27 Payment.
28

- 1 c) Tax Allocation. The Parties recognize that the settlement amounts to be paid to
2 Settlement Class Members are for reimbursement of expenses, interest, and
3 penalties. For tax purposes, Individual PAGA Payments shall be allocated and
4 treated as 100% penalties. The Settlement Administrator will be responsible
5 for issuing and mailing all required IRS Form 1099s.
- 6 d) Mailing. The Individual Settlement Payments and Individual PAGA Payments
7 shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
8 and Aggrieved Interpreters' last known mailing addresses no later than 42
9 calendar days after the Effective Date.
- 10 e) Uncashed Checks. All checks issued to Settlement Class Members shall remain
11 valid and negotiable for ~~180~~-120 calendar days from the date of their issuance.
12 In the event any Individual Settlement Payment or Individual PAGA Payment
13 settlement checks have not been cashed by the check cashing deadline, upon
14 Court approval, the Settlement Administrator shall tender to Legal Aid at Work
15 (<https://legalaidatwork.org/>) the funds represented by any such uncashed
16 checks. The Settlement Administrator shall not distribute any funds to Legal
17 Aid at Work until the Court approves the final accounting of this matter and the
18 distribution of such funds to Legal Aid at Work.

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

- 20 a) Plaintiff will apply for a Class Representative Incentive Award/General Release
21 Payment of up to \$10,000 for her time, effort, and risk in bringing and
22 prosecuting this Action. The Class Representative Incentive Award/General
23 Release Payment shall be in addition to Plaintiff's Individual Settlement
24 Payment and Individual PAGA Payment.
- 25 b) The Settlement Administrator shall pay the Class Representative Incentive
26 Awards/General Release Payment to Plaintiff from the Maximum Settlement
27 Amount no later than 42 calendar days after the Effective Date. Any portion of
28 the requested Class Representative Incentive Award/General Release Payment

1 that is not awarded to the Class Representative shall become part of the Net
2 Settlement Amount.

3 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to
4 Plaintiff for her Class Representative Incentive Award/General Release
5 Payment. Plaintiff shall be solely and legally responsible to pay all applicable
6 taxes on the Class Representative Incentive Awards/General Release Payment
7 and Plaintiff shall hold Defendant and the Released Parties harmless from any
8 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
9 Class Representative Incentive Award/General Release Payment.

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

15 4. Class Counsel Award.

16 a) In consideration for settling the Action and in exchange for the release of the
17 Released Parties for all Released Claims and for the resolution of the PAGA
18 Released Claims, Class Counsel intends to apply for an award of attorneys' fees
19 not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e.,
20 \$150,000 of the \$450,000 Maximum Settlement Amount), plus actual costs and
21 litigation expenses estimated not to exceed \$17,500.

22 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
23 Interpreters will not apply to the Court for any payment of attorneys' fees and
24 costs that are in addition to the foregoing. The Parties agree that, over and
25 above the Court-approved Class Counsel Award, each of the Parties, including
26 each Settlement Class Member and Aggrieved Interpreter, shall bear his, her or
27 its own fees and costs, including, but not limited to, those related to the
28 investigation, filing, prosecution, or settlement of the Action; the negotiation,

1 execution, or implementation of this Agreement; and/or the process of
2 obtaining, administering, or challenging a Preliminary Approval Order and/or
3 Final Approval Order.

4 c) Any portion of the requested Class Counsel Award that is not awarded to Class
5 Counsel shall be part of the Net Settlement Amount and shall be distributed to
6 Settlement Class Members as provided in this Agreement.

7 d) The Settlement Administrator shall pay the Class Counsel Award to Class
8 Counsel from the Maximum Settlement Amount no later than 42 calendar days
9 after the Effective Date.

10 e) Class Counsel shall be solely and legally responsible to pay all applicable taxes
11 on the payment made pursuant to this Paragraph III.M.4. The Settlement
12 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
13 payments made pursuant to this Paragraph.

14 f) In the event that the Court reduces or does not approve the requested Class
15 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
16 or revoke the Settlement, or to appeal such order, and the Settlement will
17 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
18 demand an increase in the Maximum Settlement Amount on that basis.

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

27 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
28 the Maximum Settlement Amount for the costs of administration of the Settlement.

1 The Settlement Administrator has agreed to a fee not to exceed \$5,500. The
2 Settlement Administrator shall be paid for the settlement administration costs no later
3 than 42 calendar days after Defendant provides funds to the Settlement Administrator
4 for disbursement under this Agreement.

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

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

27 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
28 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class

Representative Incentive Award/General Release Payment, Class Counsel Award, and 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 Agreement on behalf of Defendant represents and warrants that he or she is authorized to

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

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

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

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

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

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

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

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

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

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

24 //

25 //

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:**

7
8 DATED: _____, 2025

SOS INTERNATIONAL LLC

10 By: _____
11
12

13 DATED: _____, 2025

YESENIA DIAZ

15 By: _____
16
17

18 **APPROVED AS TO FORM:**

19
20 DATED: _____, 2025

KELLER GROVER LLP

22 By: _____
23 ERIC A. GROVER
24 ROBERT W. SPENCER
25 Attorneys for Plaintiff
26 YESENIA DIAZ
27
28

DATED: _____, 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.

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 ~~180-120~~ 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 C

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

24CV069862: DIAZ vs SOS INTERNATIONAL LLC

**08/26/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action
and PAGA Settlement; filed by Yesenia Diaz (Plaintiff) CRS# 869407605224 in Department
21**

Tentative Ruling - 08/25/2025 Somnath Raj Chatterjee

The Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by Yesenia Diaz (Plaintiff) CRS# 869407605224 scheduled for 08/26/2025 is continued to 09/23/2025 at 02:30 PM in Department 21 at Rene C. Davidson Courthouse .

The motion of plaintiffs for preliminary approval of class action and PAGA settlement is CONTINUED.

The court ORDERS that the parties must file any brief or amended settlement agreement that addresses the concerns at least 5 court days before the continued hearing date.

Adolph v. Uber Technologies (2023) 14 Cal.5th 1104, clarified that in a case such as this there are three types of claims: (1) claims that the named plaintiff asserts on their individual behalf; (2) claims that the named plaintiff asserts as agent or proxy of the LWDA; and (3) claims that the named plaintiff asserts as a representative of the absent class members, which are the claims that the absent class members could have asserted on their own individual selves.

In Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664, 682, the California Supreme Court affirmed that every claim under the PAGA is asserted as proxy or agent of the LWDA. The California Supreme Court also states: “under PAGA ... absent employees do not own a personal claim for PAGA civil penalties [citation], and whatever personal claims [they] might have for relief are not at stake.” [citation]) In other words, ... a PAGA plaintiff “ ‘represents a single principal’ ” — the LWDA — and a PAGA action “do[es] not adjudicate [the] individually held claims” of absent employees ...” (Turrieta, 16 Cal.5th at fn 12)

The releases in a case with individual, class, and PAGA claims must be consistent with the nature of the three types of claims that the case asserts.

ISSUE #1 - RELEASE OF CLAIMS BY NAMED PLAINTIFF

The Agreement properly releases the claims of the named plaintiff, which can include a Civil Code 1542 waiver. (Agt III.C) This is adequate.

ISSUE #2 – RELEASE OF LWDA’S CLAIMS BY PLAINTIFF UNDER PAGA.

Under the PAGA, a private plaintiff brings an action as proxy or agent of the LWDA. “An employee plaintiff suing ... under the [PAGA] does so as the proxy or agent of the state's labor law enforcement agencies.” (Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 81;

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ZB, N.A. v. Superior Court of San Diego County (2019) 8 Cal.5th 175, 185; Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 381; Adolph v. Uber Technologies (2023) 14 Cal.5th 1104, 1116.)

Every PAGA action is “a dispute between an employer and the state.” Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 386; LaFace v. Ralphs Grocery Co. (2022) 75 Cal.App.5th 388, 397; Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 74.)

The named plaintiff as proxy or agent of the LWDA may release the claims of the LWDA. The Agreement does not state that Plaintiff releases the claims of the LWDA. This is presumably not what the parties intended. (Agt para III.D.) This is adequate.

The scope of the LWDA’s release is limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.) The scope of the release of the LWDA’s claims must be limited to the scope of the PAGA notice letter. The agreement suggests that LWDA is releasing the claims in the complaint. (Agt I.BB and III.D) This is not adequate.

ISSUE #3 - RELEASE OF LWDA’S CLAIMS BY “AGGRIEVED EMPLOYEES”

The named plaintiff does not represent the aggrieved employees in the claims under PAGA and therefore cannot release PAGA claims on their behalf. Some settlements suggest that under the terms of the settlement the aggrieved employees are releasing the claims that they might assert as agents of the LWDA under the PAGA. That would be contrary to California law.

The harm of a misstatement that the plaintiff represents the aggrieved employees is twofold. First, the court is not inclined to approve agreements that are contrary to law. Second, as noted above, there have been many appellate decisions addressing and re-addressing the law that a PAGA claim is on behalf of the state and is not on behalf of the employees. The court is not inclined to perpetuate any confusion by approving a settlement that inaccurately states that a PAGA plaintiff represents the aggrieved employees.

Defendant can assert the settlement as a defense to any future claims for penalties brought by the LWDA or any claims brought on behalf of the LWDA under PAGA. A PAGA settlement on behalf of the LWDA might preclude the LWDA from asserting the same claim for a second time. Any such defense would exist because the LWDA is bound by the terms of the settlement agreement.

This is similar to the situation where a District Attorney recovers restitution on behalf of a victim of a crime. (Penal Code 1202.4(f)(3), (i).) The District Attorney does not represent the victim. (People v. Seumanu (2015) 61 Cal.4th 1293, 1344-1345; People v. Eubanks (1996) 14 Cal.4th 580, 589-590.) A settlement by the District Attorney of the claims of The People is not a settlement of the potential civil claims of the victims. (Vigilant Ins. Co. v. Chiu (2009) 175

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Cal.App.4th 438, 442-443.) If the victim files a civil case against the defendant, then the defendant can assert that any victim compensation payment in the criminal case is an offset in the civil case. (Penal Code 1202.4(j).)

If an “aggrieved employee” in the future files a case under the PAGA asserting claims on behalf of the LWDA that have been settled in this case, then the settlement in this case might preclude the LWDA from asserting the same claims in a later case. The legal effect of the settlement in this case will likely be that neither the LWDA directly and acting through its attorneys or the LWDA indirectly acting through the PAGA can assert the claims that the LWDA is releasing in the settlement. The court uses the word “might” because the judge in the second case will determine the preclusive effect of the settlement agreement. (In re Fireside Bank Cases (2010) 187 Cal.App.4th 1120, 1131 [“the preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it”].)

The court notes that although it is legally significant that a claim under the PAGA is on behalf of the LWDA, that issue has no practical effect in the context of a settlement. If any aggrieved employee were to assert a subsequent claim on behalf of the LWDA then the employer could assert the settlement agreement as a defense to the LWDA’s claims. If the LWDA’s claims have been released, then it is immaterial whether the settlement agreement states (correctly) that LWDA has released its claims or states (incorrectly) that other employees cannot assert claims on behalf of the LWDA.

The Agreement does not state the “Aggrieved employees” are releasing the LWDA’s claims. A release of the claims asserted under PAGA is binding on the LWDA. A release of claims asserted under PAGA is not binding on the Class members or on the “Aggrieved Employees.” (Agt III.D) This is adequate.

ISSUE #4 - RELEASE OF CLAIMS BY MEMBERS OF THE CLASS.

The members of the class release claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.)

The Agreement states that Class Members are releasing the released class claims. The Class release is the release of the individual claims that members of the class could have asserted as individuals. The Class release cannot include claims asserted under PAGA. The Class release does not state that the members of the class are releasing the claims of the LWDA under PAGA, Labor Code 2698 et seq. (Agt III.B.) This is adequate.

ISSUE #5. RESIDUAL BENEFICIARY

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The agreement states that the residual will go to the Legal Aid at Work. (Agt III.M.2.e.) This is a cy pres beneficiary consistent with CCP 384. Counsel must provide a declaration with the CCP 382.4 information. This is not adequate.

The agreement must state that the administrator will not distribute funds to the cy pres beneficiary before court approval of the final accounting. The Court must approve final accounting before distribution of funds to the cy pres beneficiary. (CCP 384(b) ["After the report is received, the court shall ... direct the defendant to pay the sum of the unpaid residue or unclaimed or abandoned class member funds... to nonprofit organizations or foundations"].) This permits the court to evaluate whether a second distribution might be appropriate. (Agt III.M.2.e.) The size of this class indicate that a second distribution might be appropriate of there are significant funds in the uncashed checks.

ISSUE #6. NUMBER OF DAYS TO CASH CHECKS / SECOND DISTRIBUTION

The agreement states that the check cashing period is 180 days. (Agt III.M.2.e.) The court finds that 120 days is an adequate time for absent class members to cash the checks. The court finds that over 120 days is unnecessarily long and unnecessarily delays the accounting and thus the determinations on whether there should be a second distribution and whether to release funds to the cy pres beneficiary and to counsel. A shorter time frame will expedite the distribution process. This is adequate.

The court's PRE-TENTATIVE order is as follows:

The motion of plaintiffs for preliminary approval of class action settlement is _____.

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of \$1,600,000.00. The settlement agreement states there will be attorneys' fees of up to \$150,000 (33%), costs of up to \$17,500, Service Payment of \$10,000 to Plaintiff, a PAGA payment of \$25,000 (\$18,000 to the LWDA), and administrative expenses of up to \$7,000. After these expenses the amount available to be distributed to the Class would be \$240,500. There are an estimated 329 Class Members, so the average net recovery for each class member would be \$729.

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate. [TO BE AMENDED IF SETTLEMENT TERMS ARE CHANGED]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

24CV069862: DIAZ vs SOS INTERNATIONAL LLC

**08/26/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action
and PAGA Settlement; filed by Yesenia Diaz (Plaintiff) CRS# 869407605224 in Department
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The proposed class is appropriate for class certification.

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the LWDA's release for claims asserted under the PAGA is [NOT] appropriate.

The PAGA release does not release claims by the aggrieved employees. The scope of the LWDA's release is [NOT] limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.)

The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) (See also Hendricks v. Starkist Co (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].) The scope of the class release does not include a release of the LWDA's claims.

The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The unclaimed funds will be distributed to Legal Aid at Work. This is consistent with CCP 384. Counsel has [NOT] provided a declaration in support of the motion that provides the information required by CCP 382.4.

The Court will not approve the amount of attorneys' fees and costs until the final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have agreed that Defendants will not oppose the motion for fees. (Robbins v. Alibrandi (2005) 127 Cal. App. 4th 438, 450-451.)

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms." (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court sets out its standard analysis below. Counsel may address that analysis in the fee application.

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

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This court's benchmark for fees is 30% of the total fund. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. "The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case." (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419.) (See also Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) The court's standard service award is \$7,500.

The Court ORDERS that the final approval hearing is set for _____.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time order distribution of the cy pres funds and release any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

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The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

PLEASE NOTE: This tentative ruling will become the ruling of the court if uncontested by 04:00pm the day before your hearing. If you wish to contest the tentative ruling, then both notify opposing counsel directly and the court at the eCourt portal found on the court's website: www.alameda.courts.ca.gov.

If you have contested the tentative ruling or your tentative ruling reads, "parties to appear," please use the following link to access your hearing at the appropriate date and time: <https://alameda-courts-ca-gov.zoomgov.com/my/departments21> . If no party has contested the tentative ruling, then no appearance is necessary.

EXHIBIT D

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EXHIBIT E

DECLARATION OF REGINA A. MUSOLINO

I, Regina A. Musolino, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and admitted to practice before this court. I am an attorney at the law firm Constangy, Brooks, Smith & Prophete, LLP, counsel of record for Defendant SOS International LLC in the matter *Diaz v. SOS International LLC*, Alameda County Superior Court Case No. 24CV069862. I make this declaration in support of Plaintiff Diaz's Motion for Preliminary Approval of Class and PAGA Action Settlement. I make this declaration based on personal knowledge and familiarity with the facts and circumstances of this case. If called as a witness to testify in this matter, I could and would testify competently concerning the matters set forth herein.

2. Constangy, Brooks, Smith & Prophete LLP has no interest or involvement in the governance or work of Legal Aid at Work.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 12th day of September 2025, at Los Angeles, California.

Regina M. Muel

Regina A. Musolino

EXHIBIT F

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Attorneys for Plaintiff
YESENIA DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND 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*

**REVISED [PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: July 29, 2025
Time: 2:30 p.m.
Dept: 21

Reservation ID: 24CV069862

Complaint filed: April 2, 2024
FAC filed: June 25, 2024
Trial Date: TBD

1 Plaintiff Yesenia Diaz (“Class Representative” or “Plaintiff”) and SOS International LLC
2 (“Defendant”) entered into an “Amended” Joint Stipulation of Class and PAGA Action Settlement
3 and Release of Claims” (the “Amended” Stipulation”) which, if approved, would resolve this
4 putative class action. Upon review and consideration of the motion papers submitted by the
5 parties, including the Amended Stipulation and all exhibits thereto, the Court determines and
6 orders as follows:

7 1. The Court has jurisdiction over this matter and venue is proper.

8 2. This action is provisionally certified as a class action, for settlement purposes
9 only, pursuant to California Code of Civil Procedure Section 382 and California Rule of Court
10 rule 3.763. The Class is defined as follows: “All persons who are or were working for Defendant
11 as interpreters at immigration courts in the State of California any time within the Class Period
12 and were classified as independent contractors.” The “Class Period” refers to the period from and
13 including March 26, 2023, through May 17, 2025, or an alternative date to be selected by
14 Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3) of the Amended
15 Stipulation.

16 3. The Court finds that the term “Aggrieved Interpreters” to mean “all persons who
17 are or were working for Defendant as interpreters at immigration courts in the State of California
18 any time within the PAGA Period and were classified as independent contractors.” The “PAGA
19 Period” refers to the period from and including March 26, 2023, through May 17, 2025, or an
20 alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph
21 III.M.2.(a)(3).

22 4. The Court preliminarily approves the proposed settlement as set forth in the
23 Amended Stipulation as within the range of possible final approval.

24 5. The Court preliminarily appoints as Class Counsel, for purposes of this settlement
25 only, Eric A. Grover and Robert W. Spencer of Keller Grover LLP.

26 6. The Court preliminarily appoints Yesenia Diaz as Class Representative for the
27 Class, for purposes of this settlement only.

28 7. The Court preliminarily finds, for purposes of this settlement only, that the Class

1 Representative and Class Counsel fairly and adequately represent and protect the interests of the
2 absent Class Members.

3 8. The Court approves and appoints Phoenix Settlement Administrators to serve as the
4 Settlement Administrator and directs Phoenix Settlement Administrators to carry out all duties and
5 responsibilities of the Settlement Administrator specified in the [Amended](#) Stipulation.

6 9. Pursuant to California Rules of Court rule 3.769, the Court approves the manner of
7 class notice set forth in the [Amended](#) Stipulation. The Court approves the form and content of the
8 notice form proposed by counsel, specifically the Notice of Class and PAGA Action Settlement
9 (“Notice”), which is attached to the [Amended](#) Stipulation as **Exhibit 1**. The Court finds that the
10 Notice constitutes the best notice practicable under the circumstances and is valid, due and
11 sufficient notice to the Class of the pendency of the action, preliminary certification of the Class,
12 the terms of the settlement, procedures to become a Settlement Class Member (as defined in the
13 [Amended](#) Stipulation), procedures for objecting to the settlement, procedures to opt out of the
14 settlement, and the time and place of the Final Approval Hearing. The proposed manner of class
15 notice satisfies the requirements of due process, and complies with applicable law, including
16 California Code of Civil Procedure Section 382 and California Rules of Court rule 3.769.

17 10. No later than 21 calendar days after this Order is entered by the Court, according
18 to the terms set forth in the [Amended](#) Stipulation, Defendant shall provide the Settlement
19 Administrator with all of the following information about each Class member in Microsoft Excel
20 spreadsheet format (the “Class Data”): (i) each Class Member’s full name; (ii) each Class
21 Member’s last-known address; (iii) each Class Member’s Social Security Number; and (iv) the
22 number of Settlement Work Weeks, Qualified Work Days, and Qualified Pay Periods worked by
23 each Class Member during the Class Period.

24 11. No later than 21 calendar days after this Order is entered by the Court, according
25 to the terms set forth in the [Amended](#) Stipulation, Defendant shall provide the Settlement
26 Administrator with all of the following information about each Class member in Microsoft Excel
27 spreadsheet format (the “Aggrieved Interpreter Data”): (i) each Aggrieved Interpreter full name;
28 (ii) each Aggrieved Interpreter’s last-known address; (iii) each Aggrieved Interpreter’s Social

1 Security Number; and (iv) the number of pay periods worked by each Aggrieved Interpreter during
2 the PAGA Period.

3 12. No later than 14 calendar days after receiving the Class Data and Aggrieved
4 Interpreters Data from Defendant, the Settlement Administrator shall send Class Members and
5 Aggrieved Interpreters the Court-approved Notice by first-class mail to their last known addresses.
6 The Settlement Administrator will perform address updates and verifications as necessary prior to
7 the first mailing.

8 13. If any Notice is returned as undeliverable, the Settlement Administrator shall
9 perform skip-traces on returned mail and will re-mail the Notices to updated addresses (if any) as
10 soon as possible upon return of the undeliverable Notices.

11 14. Class Members who wish to receive a settlement payment are not required to submit
12 a claim form.

13 15. Class Members will have the opportunity, should they disagree with the number of
14 Qualified Work Days stated on their Notice to provide documentation and/or an explanation to
15 show a different number of weeks having been worked during the Class Period. If there is a dispute,
16 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
17 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
18 any Individual Settlement Payments. The Settlement Administrator's determination of the
19 eligibility for and amount of any Individual Settlement Payment shall be binding upon the
20 Settlement Class Member and the Parties.

21 16. Any Class Member who seeks exclusion from the Class must send a signed, written
22 request to be excluded from the settlement ("Request for Exclusion") via mail that must be
23 postmarked no later than 45 days after the date the Notice is first mailed by the Settlement
24 Administrator (the "Response Deadline"), as described in section III.L.7 of the [Amended](#)
25 Stipulation. The postmark date on the Request for Exclusion envelope shall be the exclusive means
26 used to determine whether the Request for Exclusion was timely submitted. The Request for
27 Exclusion (1) must contain the name, address, and the last four digits of the Social Security
28 Number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be

1 postmarked by the Response Deadline and returned to the Settlement Administrator at the specified
2 address; and (4) must contain a typewritten or handwritten notice stating, in substance, as follows:
3 “I wish to opt out of the Settlement of the class action lawsuit entitled *Diaz v. SOS International*
4 *LLC.*”

5 17. Any Class Member who seeks to object to the settlement must send a written
6 statement of objection (“Notice of Objection”), which must be postmarked no later than 45 days
7 after the date the Settlement Administrator first mails the Notice of Class Action Settlement to
8 Class Members (the Response Deadline), as described in the [Amended](#) Stipulation section III.L.8.
9 In order for an objection to be complete, the Notice of Objection must be signed by the Class
10 Member and state (1) the case name and number; (2) the name of the Class Member; (3) the address
11 of the Class Member; (4) the last four digits of the Class Member’s Social Security Number; (5)
12 the basis for the objection and any supporting documents; and (6) whether or not the Class Member
13 intends to appear at the final approval hearing. Class Members who fail to make objections in the
14 manner specified above may be deemed to have waived any objections and to be foreclosed from
15 making any objections to the settlement, whether by appeal or otherwise. The failure to submit a
16 written objection does not waive a Settlement Class Member’s right to appear and orally object at
17 the final approval hearing.

18 18. Plaintiff shall file the motion for final approval of the proposed class action and
19 PAGA settlement and motion applying for awards of attorneys’ fees and costs, the Class
20 Representative Incentive Award/General Release Payment and settlement administration costs no
21 later than 16 court days prior to the date of the Final Approval Hearing.

22 19. The Final Approval Hearing shall be held on _____, 2025 at _____.m. in
23 Department 21, Administration Building, 1221 Oak Street, 4th Floor, California, 94612, at which
24 the Court will determine whether the settlement should be finally approved as a fair, reasonable,
25 and adequate to the Class Members; whether the Final Approval Order and Judgment should be
26 entered; whether the PAGA settlement should be approved; whether Class Counsel’s application
27 for attorneys’ fees and expenses should be approved; whether any request for Class Representative
28 service award and general release payment should be approved; and whether the request for the

1 payment of administration costs should be approved.

2 20. The Court reserves the right to modify the date of the Final Approval Hearing and
3 related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or
4 continued by Order of the Court without further notice to the Class.

5 21. Pending the final determination of whether the settlement should be approved, all
6 proceedings in the action, except as necessary to implement the settlement or comply with the
7 terms of the [Amended](#) Stipulation or this Order, are hereby stayed.

8 22. Should, for whatever reason, the settlement not become final, the fact that the
9 Parties were willing to stipulate to certification of the Class as part of the settlement shall have no
10 bearing on, nor be admissible in connection with, the issue of whether a class should be certified
11 in a non-settlement context.

12 23. In the event the settlement is not finally approved or is terminated, canceled or fails
13 to become effective for any reason, the Parties will be returned to their former positions, and
14 specifically the provisional certification will be of no effect.

15
16 **IT IS SO ORDERED.**

17 Dated: _____, 2025

18 _____
19 HON. SOMNATH RAJ CHATTERJEE
20 JUDGE OF THE SUPERIOR COURT
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28

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 24CV69862, I served the foregoing document(s):

REVISED [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

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

Ken Sulzer, Esq.

ksulzer@constangy.com

Regina Musolino, Esq.

rmusolino@constangy.com

Constagny, Brooks, Smith & Prophete, LLP

2029 Century Park East, Suite 1100

Los Angeles, California 90067

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

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 **September 16, 2025**, in the case of *Diaz v. SOS International LLC*, Alameda County Superior Court case number 24CV069862, I served the foregoing document(s):

SUPPLEMENTAL 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	<i>Attorneys for Defendant</i> SOS INTERNATIONAL LLC
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☒	(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