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

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

Plaintiff,

v.

SOS INTERNATIONAL LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CV069862

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

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: February 24, 2026

Time: 2:30 p.m.

Dept: 21

Complaint filed: April 2, 2024

FAC filed: June 25, 2024

Trial Date: TBD

Reservation No. 916074479444

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a class action. The basis for this Motion is that the proposed settlement is fair, adequate, and reasonable and in the best interests of the settlement class, and that the procedures utilized were adequate to ensure the opportunity of the proposed settlement Class Members to participate in, opt out of, or object to the settlement.

This Motion will be based on the Memorandum of Points and Authorities set forth herein, Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims, the Declarations of Eric A. Grover, Robert Spencer, Yesenia Diaz, and Lluvia Islas of Phoenix Settlement Administrators, the pleadings and papers filed in this case, and such evidence or oral argument as may be presented at the hearing, and on the complete records and file herein.

Dated: January 30, 2026

KELLER GROVER LLP

By:

2/2/21

ROBERT W. SPENCER

Attorneys for Plaintiff and Class Counsel

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

By this unopposed motion, Yesenia Diaz (“Plaintiff” or “Class Representative”) seeks final approval of the class action settlement reached with SOS International LLC (“Defendant”). The Court granted preliminary approval of the proposed settlement, the terms of which are set forth in the parties’ Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Amended Stipulation”), which the Court approved on September 23, 2025.¹

The proposed settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable.² Pursuant to the notice procedure in the Amended Stipulation and as approved by the Court, the Court-approved Settlement Administrator distributed the Class Notice to the Class Members via U.S. mail.³ No Class Member has objected and only a single individual opted out of the settlement.⁴ The Class Members’ response to the settlement confirms that final settlement approval is appropriate.

The Amended Stipulation provides that, to settle the matter, Defendant must make a non-reversionary payment of \$450,000, referred to as the Maximum Settlement Amount (“MSA”).⁵ The Net Settlement Amount (“NSA”) will be distributed to all Settlement Class Members (*i.e.*, those Class Members who did not submit a valid Request for Exclusion).⁶ Class Members were not required to submit claim forms to participate in the settlement.⁷ Each Settlement Class Member

¹ See Declaration of Eric A. Grover submitted in support of this Motion (“Grover Decl.”), Ex. 1 (Amended Stipulation); Ex. 3 (the Court’s September 23, 2025 Order re: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”)); *see also*, Ex. 4 (the Court’s November 13, 2025 Order Granting Motion for Preliminary Approval of Class and PAGA Action Settlement (“Nov. 13, 2025 Order”). All “Ex.” references are exhibits to the Grover Declaration unless otherwise stated. All capitalized terms shall have the same meaning as set forth in the Amended Stipulation unless otherwise noted.

² See Ex. 1; *see also*, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

³ Declaration of Lluvia Islas on behalf of Phoenix Settlement Administrators (“Phoenix”) filed with this brief (“Phoenix Decl.”) at ¶¶ 3-20; *see* Ex. 3 (Preliminary Approval Order) at 2; Ex. 4 at ¶¶ 9-12.

⁴ Phoenix Decl. at ¶ 8-9; Grover Decl. at ¶ 28.

⁵ Ex. 1 at §§ I.V, III.A, III.M; Grover Decl. at ¶ 32.

⁶ Ex. 1 at § III.M.2.a; *see also*, §§ I.H, I.S, I.W, I.QQ.

⁷ Ex. 1 at § III.M.2.a; Grover Decl. at ¶ 28.

will receive an Individual Settlement Payment based on the ratio of his or her number of Qualified Work Days divided by the total number of Qualified Work Days for the entire Settlement Class, according to the formula set forth in the Amended Stipulation.⁸ Because only one individual opted out of the settlement, 351 Settlement Class Members will receive Individual Settlement Payments averaging \$699.21.⁹

Because the settlement achieves excellent results for the Settlement Class, Plaintiff respectfully requests, without opposition from Defendant, that the Court approve the settlement as fair, adequate, and reasonable, and enter judgment.

II. PROCEDURAL BACKGROUND AND SUMMARY OF CLAIMS

On April 2, 2024, Plaintiff filed the initial complaint and, on June 25, 2024, filed the operative First Amended Complaint in Alameda County Superior Court. Plaintiff brought the action on behalf of herself and a putative class of 352 individuals who work or worked for Defendant as interpreters at immigration courts in the State of California and who were classified as independent contractors. Plaintiff alleged that Defendant misclassified Class Members and, as a result, failed to meet its obligations to employees under California law. Specifically, Plaintiff alleged that Defendant did not pay wages for all hours worked, pay overtime, provide off-duty meal periods and paid rest breaks, provide accurate wage statements, pay timely wages, pay all wages due on termination, and reimburse necessary business expenses. Plaintiff asserted that Defendant's practices and policies violated Labor Code §§ 201-203, 221, 224, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775, and 2802 and related provisions of Industrial Welfare Commission Wage Order No. 4, and Business & Professions Code §§ 17200, *et seq.* Plaintiff also alleged related representative PAGA claims.¹⁰

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

⁸ Ex. 1 at § III.M.2.a; *see also*, §§ I.I, I.S, I.EE, I.KK, I.QQ.

⁹ Grover Decl. at ¶ 30 (\$245,422.36 NSA/351 Settlement Class Members = \$699.21); Phoenix Decl. at ¶ 14; Ex. 1 at § III.M.2.a, *see also*, §§ I.S, I.W, I.QQ.

¹⁰ Grover Decl. at ¶ 6.

1 respect to the issues presented in the litigation.¹¹

2 As they began discussing discovery, the parties decided to explore the possibility of
3 settlement. Plaintiff provided Defendant with a detailed information request. In response,
4 Defendant provided information related to its policies and practices regarding classification and
5 pay, meal periods, rest breaks, wage statements, and expense reimbursement for California
6 workers, the number of putative class members and the number of work days and pay periods
7 potentially at issue during the relevant liability period.¹²

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

- 10 (A) The number of Class Members:
11 o There are approximately 329 Class Members.¹³
- 12 (B) The total work days worked by Class Members:
13 o Class Members worked a total of approximately 32,000
14 Qualified Work Days during the Class Period.
- 15 (C) The total work weeks worked by Class Members:
16 o Class Members worked a total of approximately 11,500
17 Settlement Work Weeks during the Class Period.
- 18 (D) Class Members' imputed hourly wage:
19 o Class Members were classified as independent contractors during
20 the Class Period and the imputed hourly wage, based on the Class
21 Members' rate, was approximately \$65.19.
- 22 (E) The total pay periods during the PAGA Period:
23 o Aggrieved Interpreters worked a total of approximately 5,750.
24 Qualified Pay Periods during the PAGA Period.¹⁴

25 On March 18, 2025, the Parties participated in an all-day mediation session with skilled
26 mediator Hon. Carl J. West, Ret., who has significant experience mediating wage and hour class
27
28

¹¹ Ex. 1 at § II.D; Grover Decl. at ¶ 8.

¹² Grover Decl. at ¶ 13, fn 1, 26-28.

¹³ The final number of Settlement Class Members is 351. Phoenix mailed 352 notices to Class Members identified from Defendant's records and there is a single opt-out, resulting in 351 Settlement Class Members. Grover Decl. at ¶¶ 13, fn. 1, 28.

¹⁴ Grover Decl. at ¶ 13.

actions.¹⁵ The mediated negotiations resulted in the Parties reaching an agreement to settle the entire action, subject to the Court’s approval.¹⁶ All terms of the Parties’ settlement at the time were set forth in the initial settlement agreement.¹⁷

On June 20, 2025, Plaintiff moved for preliminary approval of the proposed settlement, including the initial settlement agreement.¹⁸

The Court issued its tentative ruling on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Tentative Ruling”) on August 25, 2025, outlining a few concerns about certain terms in the initial settlement agreement.¹⁹ The parties revised the settlement terms at issue, as set forth in the Amended Stipulation, and provided relevant declarations to address the Court’s concerns.²⁰ Plaintiff filed the Amended Stipulation and the declarations with the Court on September 16, 2025.²¹

III. THE PRELIMINARY APPROVAL AND NOTICE PROCESS

On September 23, 2025, the Court issued an order granting preliminary approval of the proposed class and PAGA action settlement on the terms set forth in the Amended Stipulation.²² In granting preliminary approval, the Court found that the settlement appeared to be within the range of reasonableness of settlements that could ultimately be given final approval and implicitly found Class Counsel’s proffered arguments and explanations supporting the Settlement to be reasonable.²³ The Court also approved the distribution of the Class Notice to the Class Members.²⁴

In accordance with the Preliminary Approval Order, Defendant provided the final Class List to Phoenix on October 14, 2025.²⁵ The Class List identified 352 current and former employees who meet the class definition, their contact information, and the number of Qualified Work Days

¹⁵ Ex. 1 at § II.B; Grover Decl. at ¶ 12.

¹⁶ Ex. 1 at § II.B; Grover Decl. at ¶¶ 12-13.

¹⁷ *See generally* Ex. 1; Grover Decl. at ¶ 13.

¹⁸ Grover Decl. at ¶ 14.

¹⁹ *Id.* at ¶ 15.

²⁰ Grover Decl. at ¶ 16.

²¹ Grover Decl. at ¶ 17; Ex. 1.

²² Ex. 3 (Preliminary Approval Order); Ex. 4 (Nov. 13, 2025 Order); *see* Grover Decl. at ¶¶ 17-18.

²³ *See* Ex. 3 at 1-2; Ex. 4 at ¶ 4.

²⁴ Ex. 3 at 2; *see* Ex. 4 at ¶ 4.

²⁵ Phoenix Decl. at ¶ 3.

1 worked by Class Members and Qualified Pay Periods worked by Aggrieved Interpreters that each
2 worked during the Class Period.²⁶ The Class Members worked a total of 36,474 Qualified Work
3 Days and 6,261 Qualified Pay Periods.²⁷

4 On October 28, 2025, Phoenix mailed the Class Notice to the 352 Class Members.²⁸ Eight
5 Notices were returned by the Post Office as undeliverable. Phoenix was able to find updated
6 addresses and remailed seven of the eight Notices, however one was still undeliverable. Ultimately,
7 Phoenix successfully mailed 351 of the 352 Notices; a 99.7% success rate.²⁹

8 Class Members did not have to file a claim to participate in the settlement.³⁰ All Class
9 Members had 45 days from the date that Phoenix mailed the Class Notice to opt out of or object to
10 the settlement.³¹ Thus, the deadline for Class Members to opt out or object was December 12,
11 2025.³² Phoenix received no objections, timely or late.³³ Phoenix received a single opt-out, timely
12 or late.³⁴ Class Counsel received no opt outs or objections, timely or late.³⁵

13 The Class Notice provided Class Members with information on how to dispute the number
14 of Qualified Work Days stated on their individualized Class Notice.³⁶ No disputes were received,
15 timely or late.³⁷

16 **IV. SUMMARY OF SETTLEMENT TERMS**

17 **A. The Settlement Class**

18 As set forth in the Preliminary Approval Order, the settlement Class is defined as:

19 All persons who are or were working for Defendant as interpreters at immigration
20 courts in the State of California any time within the Class Period and were
classified as independent contractors.³⁸

21 ²⁶ *Id.*

22 ²⁷ *Id.* at ¶ 11.

23 ²⁸ Phoenix Decl. at ¶ 5; Grover Decl. at ¶ 26.

24 ²⁹ Phoenix Decl. at ¶¶ 6-7; Grover Decl. at ¶ 27.

25 ³⁰ Ex. 1 at § III.M.2.a; Grover Decl. at ¶ 28; Phoenix Decl. at ¶ 5, Ex. A.

26 ³¹ Ex. 1 at §§ I.NN, III.L.7.a. and III.L.8.a.

27 ³² Phoenix Decl. at ¶¶ 8-9, Grover Decl. at ¶ 28.

28 ³³ Phoenix Decl. at ¶ 8.

³⁴ Phoenix Decl. at ¶ 9.

³⁵ Grover Decl. at ¶ 28.

³⁶ Ex. 1 at § III.L.5.

³⁷ Phoenix Decl. at ¶ 10; Grover Decl. at ¶ 28.

³⁸ Ex. 4 at ¶ 2; Ex. 3 at 2; *see* Ex. 1 at § I.H; Grover Decl. at ¶ 21.

The Class Period is the period from and including March 26, 2023, through May 17, 2025, or an alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3) of the Amended Stipulation.³⁹ While the Amended Stipulation allows an alternative end date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3) of the Amended Stipulation, no such selection was made.⁴⁰ In this memorandum, the members of the proposed Class are referred to as the “Class Members.”

For the PAGA claims, the “Aggrieved Interpreters” are “all persons who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the PAGA Period and were classified as independent contractors.”⁴¹ The PAGA Period is the period from and including March 26, 2023, through May 17, 2025, or an alternative date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3).⁴² While the Amended Stipulation allows an alternative end date to be selected by Defendant, subject to the provisions set forth in Paragraph III.M.2.(a)(3) of the Amended Stipulation, no such selection was made.⁴³ All but one of the Aggrieved Interpreters are also Class Members because a single individual opt-opted of participation in the class action portion of the Settlement.⁴⁴

B. Benefits to the Class

The settlement is a good compromise for the alleged damages of absent Class Members. settlement provides that Defendant will pay a Maximum Settlement Amount of \$450,000 to resolve the claims covered by the settlement.⁴⁵ After subtracting out the amounts allocated to pay the Settlement Administration Costs (capped at no more than \$7,000), the PAGA Payment (\$25,000), the Class Counsel Award (estimated to be \$150,000 in fees and \$12,577.64 in costs), and the Class Representative Incentive Award/General Release Payment (estimated to be \$10,000) from the Maximum Settlement Amount, each of which is subject to the Court’s approval, the Net Settlement

³⁹ Ex. 4 at ¶ 2; see Ex. 1 at § I.I; Grover Decl. at ¶ 21.

⁴⁰ Grover Decl. at ¶ 21

⁴¹ Ex. 4 at ¶ 3; see Ex. 1 at § I.C; Grover Decl. at ¶ 22.

⁴² Ex. 4 at ¶ 3; see Ex. 1 at § I.AA; Grover Decl. at ¶ 22.

⁴³ Grover Decl. at ¶ 22.

⁴⁴ Ex. 1 at §§ I.C, I.H; Grover Decl. at ¶ 22.

⁴⁵ Ex. 1 at §§ I.V, III.M; Grover Decl. at ¶ 32.

Amount (“NSA”) is an estimated \$245,422.36.⁴⁶ The NSA will be distributed to all Settlement Class Members, *i.e.*, all Class Members who have not timely opted out, based on the formula set forth in the Amended Stipulation, summarized below.⁴⁷ There is no reversion of the MSA to Defendant.⁴⁸

The Amended Stipulation provides that the NSA will be distributed proportionally based on the number of Qualified Work Days each Settlement Class Member worked during the Class Period.⁴⁹ Each Settlement Class Member will be assigned a share calculated by dividing his or her total number of Qualified Work Days by the total number of Qualified Work Days for the entire Settlement Class, which is that person’s Payment Ratio.⁵⁰ The Payment Ratio then will be multiplied by the NSA to determine that Settlement Class Member’s Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.⁵¹ Settlement Class Members are not required to submit a claim to receive an Individual Settlement Payment.⁵² Because no Class Member opted-out, the average Individual Settlement Payment will be approximately \$699.21 (\$245,422.36 NSA/351 Settlement Class Members).⁵³

C. Benefits to the Aggrieved Interpreters and the State

The Parties have agreed to allocate \$25,000 of the MSA to settle the PAGA claims, referred to as the PAGA Payment.⁵⁴ Labor Code § 2699(i) requires that the LWDA receive 75% (\$18,750) of the PAGA settlement amount and Aggrieved Interpreters receive 25% (\$6,250).⁵⁵

To distribute the 25% allocated to the Aggrieved Interpreters, the Settlement Administrator will distribute Individual PAGA Payments according to the formula set forth in the Settlement Agreement.⁵⁶ The Settlement Administrator will divide the respective Qualified Pay Periods for

⁴⁶ Ex. 1 at § I.W; Grover Decl. at ¶ 33.

⁴⁷ Ex. 1 at § III.M.2.a; *see also*, §§ I.H, I.S, I.W, I.QQ; Grover Decl. at ¶ 34.

⁴⁸ Ex. 1 at § III.M; *see also*, § I.V; Grover Decl. at ¶ 32.

⁴⁹ Ex. 1 at § III.M.2.a; *see also*, §§ I.I, I.S, I.KK, I.QQ, I.RR, I.SS; Grover Decl. at ¶ 34.

⁵⁰ Ex. 1 at § III.M.2.a; *see also*, §§ I.I, I.S, I.EE, I.KK, I.QQ, I.RR, I.SS.

⁵¹ Ex. 1 at § III.M.2.a; *see also*, §§ I.S, I.EE.

⁵² Ex. 1 at § III.M.2.a; Grover Decl. at ¶ 34.

⁵³ Grover Decl. at ¶ 30, Phoenix Decl. at ¶ 14.

⁵⁴ Lab. Code § 2699(f); Ex. 1 at §§ I.Z, III.M.5.

⁵⁵ Lab. Code § 2699(i); *see* Ex. 1 at §§ I.Z, III.M.5.

⁵⁶ Ex. 1 at § III.M.2.b; *see* §§ I.C, I.R.

each Aggrieved Interpreters by the total Qualified Pay Periods for all Aggrieved Interpreters, resulting in the Payment Ratio for each Aggrieved Interpreter.⁵⁷ Each Aggrieved Interpreter's Payment Ratio then will be multiplied by the \$6,250 portion of the PAGA Payment allocated to the Aggrieved Interpreters to calculate each Individual PAGA Payment.⁵⁸

All Individual Settlement Payment settlement checks will be valid for 120 calendar days from the date of issuance.⁵⁹ The Settlement Administrator will send a postcard reminder to Settlement Class Members 30 days before the check void date.⁶⁰ The settlement provides that, after the check void date, the Settlement Administrator will send any funds from uncashed checks to Legal Aid at Work.⁶¹ Legal Aid at Work provides pro bono representation in various areas including workers' rights.⁶² 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.⁶³

V. LEGAL ANALYSIS

When deciding whether to grant final approval of a class-action settlement, California courts ensure that notice was given consistent with the preliminary approval and then examine whether the settlement is fair, adequate and reasonable. Here, the notice given was consistent with the Court's Preliminary Approval Order.⁶⁴ The response of Class Members confirms the Court's preliminary determination that the settlement is fair, adequate and reasonable.

⁵⁷ Ex. 1 at § III.M.2.b; *see also*, §§ I.R, I.Z, I.DD, I.II; Grover Decl. at ¶ 35. "Qualified Pay Periods" means and includes any and all pay periods, inferred from Defendant's records of Aggrieved Interpreters' work orders, during which one or more Aggrieved Interpreters performed a work order for Defendant in California during the PAGA Period. Ex. 1 at §§ I.II, I.SS. For the purposes of calculating Qualified Pay Periods, the Parties will use the pay period timeframe of Defendant's employees, which is bimonthly. Therefore, to calculate the Qualified Pay Periods, the Parties will divide each Aggrieved Interpreters' Settlement Work Weeks by two. Ex. 1 at § I.II.

⁵⁸ Ex. 1 at § III.M.2.b; *see also*, §§ I.C, I.R, I.Z, I.DD; Grover Decl. at ¶ 35.

⁵⁹ Ex. 1 at § III.M.2.e.

⁶⁰ Ex. 1 at § III.K.

⁶¹ Ex. 1 at § III.M.2.e; Grover Decl. at ¶ 41. *See* <https://legalaidatwork.org>.

⁶² Grover Decl. at ¶ 41. *See* <https://legalaidatwork.org>.

⁶³ Ex. 1 at § III.M.2.e.

⁶⁴ Phoenix Decl. at ¶¶ 3-10, Ex. A; *see* Ex. 4 at ¶¶ 9-13; Ex. 3 at 2.

A. The notice procedure was adequate and reasonable.

California law vests the Court with broad discretion in fashioning an appropriate notice program.⁶⁵ To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement.⁶⁶ The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement.⁶⁷

The Class Notice, which was approved by the Court, met these requirements: it identified the parties and described the lawsuit, the Class, the settlement amount, the proposed method for distribution of the MSA, the proposed amount of the incentive award payment to the named Plaintiff, and the requested amount for attorneys' fees and costs.⁶⁸ The Class Notice described the proposed settlement with enough specificity to allow Class Members to make an informed choice whether to opt-out or object and how and when they could do so. Finally, the Class Notice provided the schedule for the hearing on final approval of the settlement and informed Class Members how to obtain additional information about the settlement.⁶⁹

The California Supreme Court has held that notice is appropriate if it has a "reasonable chance of reaching a substantial percentage of the class members ..."⁷⁰ Notice must be reasonable under the circumstances.⁷¹ In this case, the Class Notice was successfully mailed to 351 out of 352 putative Class Members.⁷² The Class Notice was reasonable and adequate.

⁶⁵ See Cal. Civ. Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74.

⁶⁶ *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 (individual notice must be sent to all class members who can be identified through reasonable efforts).

⁶⁷ See *Mullane v. Cent. Hanover Bank & Trust Co.* (1950) 339 U.S. 306; *Philadelphia Housing Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378.

⁶⁸ See Phoenix Decl. Ex. A.

⁶⁹ *Id.*

⁷⁰ *Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861, citing *Cartt, supra*, 50 Cal.App.3d at 974.

⁷¹ *Mullane, supra*, 339 U.S. at 314.

⁷² Phoenix Decl. at ¶¶ 4-7.

B. Final settlement approval is appropriate.

The settlement is fair, adequate, and reasonable because it provides substantial benefits to Class Members. The fairness, adequacy, and reasonableness of the settlement are illustrated by the fact that there is a single out-out and not one of the Class Members objected to the settlement.⁷³ Under the legal standards used by California courts to determine whether class action settlements should be approved, this settlement warrants approval.

1. The three-step approval process

The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.⁷⁴ “Where complex class action litigation is concerned,” there exists a “strong judicial policy that favors settlements.”⁷⁵ A class action, however, may not be dismissed, compromised, or settled without the approval of the court.⁷⁶ Judicial proceedings under Federal Rule of Civil Procedure Rule 23 have led to a defined procedure and specific criteria for settlement approval in class action settlements, described in the Federal Judicial Center, Manual for Complex Litigation, Fourth (4th ed. 2004) (“Manual”) § 21.632, *et seq.*⁷⁷ The Manual’s settlement approval procedure describes three distinct steps:

- (1) Preliminary approval of the proposed settlement at an informal hearing;
- (2) Dissemination of mailed and/or published notice of the settlement to all affected Class members; and
- (3) A “formal fairness hearing,” or final settlement approval hearing.⁷⁸

The first two steps of this process are now complete. The first step was completed when the

⁷³ Phoenix Decl. at ¶¶ 8-8; Grover Decl. at ¶ 8.

⁷⁴ See e.g., 4 Newberg on Class Actions 4th (4th ed. 2002) § 11.41 (and cases cited therein); *Campbell v. Facebook, Inc.* (9th Cir. 2020) 951 F.3d 1106, 1120-21 (internal quotes omitted); *In re Hyundai & Kia Fuel Econ. Litig.* (9th Cir. 2019) 926 F.3d 539, 556 (en banc); *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.

⁷⁵ *Campbell, supra*, 951 F.3d at 1120-21, quoting *In re Hyundai*, 926 F.3d at 556.

⁷⁶ Cal. Rule of Court 3.769; Fed. R. Civ. Proc. 23(e).

⁷⁷ “California courts may look to federal authority for guidance on matters involving class action procedures.” *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1392.

⁷⁸ Manual, § 21.632-34.

1 Court granted preliminary approval.⁷⁹ In doing so, the Court determined that the settlement was
2 within the range of possible final approval and that notice to the Class Members of the settlement's
3 terms and of the scheduling of the formal fairness hearing should be distributed.⁸⁰

4 The second step in the class action settlement approval process, the dissemination of the
5 Class Notice, is complete as well.⁸¹ The third and last step in the class action settlement approval
6 process is the final approval hearing at which the Court shall determine whether the settlement is
7 fair, adequate, and reasonable. At the final approval hearing, scheduled for February 24, 2026,
8 Class Members will have the opportunity to be heard regarding the settlement, and Class Counsel
9 will present evidence and argument in support of the settlement.⁸²

10 2. The terms of the settlement disclose no grounds to doubt its fairness.

11 Under Code of Civil Procedure § 382, a court inquires whether the settlement is "fair,
12 adequate, and reasonable."⁸³ A preliminary review of the terms of the proposed settlement shows
13 that it is fair. During this litigation, the parties have engaged in significant investigation into the
14 factual and legal claims presented in the complaint. Defendant and Plaintiff exchanged a
15 considerable amount of information and documentation and further apprised each other of their
16 respective factual contentions, legal theories, and defenses.⁸⁴ Moreover, during the information
17 exchange, the parties have engaged in extensive good faith, arms-length negotiations aimed at
18 settling their disputes.⁸⁵

19 The settlement reached by the parties provides monetary payments to Class Members. The
20 presumption of fairness and adequacy is especially appropriate here because the reaction of Class
21 Members has been overwhelmingly positive – not a single person has objected and there is a single
22

23
24 ⁷⁹ Ex. 3.

25 ⁸⁰ Ex. 3. *See Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 234-35, overruled on other
26 grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269-70; 4 *Newberg*,
27 *supra*, § 11.25.

28 ⁸¹ Phoenix Decl. at ¶¶ 3-10; *see also*, Ex. 3; Cal. C.C.P. § 382.

⁸² *See Manual*, § 21.634.

⁸³ *See Wershba, supra*, 91 Cal.App.4th at 244-45; *Dunk, supra*, 48 Cal.App.4th at 1801.

⁸⁴ Grover Decl. at ¶ 11.

⁸⁵ *Id.* at ¶¶ 11-12.

1 opt out of the settlement.⁸⁶ Accordingly, because the four circumstances identified in *Dunk* are
2 present here, it is appropriate for the Court to presume that the settlement is worthy of final
3 approval.⁸⁷

4 3. Each of the relevant criteria supports final approval of the settlement.

5 In deciding whether to grant final approval to a class action settlement, California courts
6 consider several factors, including the following: (1) the value of the settlement; (2) the complexity,
7 expense, and likely duration of the litigation in the absence of settlement; (3) the extent of discovery
8 completed and the stage of the proceedings when settlement was reached; (4) the experience and
9 views of class counsel; and (5) the reaction of class members.⁸⁸ As described below, each of these
10 criteria supports final approval of the settlement.

11 **a) The value of the settlement favors final approval.**

12 The settlement provides a good result for Class Members in terms of a cash settlement
13 payable in a single payment. The amounts to be paid are not nominal or symbolic.

14 With only a single Class Member having opted out, 351 Settlement Class Members will
15 receive Individual Settlement Payments from the NSA.⁸⁹ Each of the Settlement Class Members
16 will receive, on average, a gross settlement payment of \$699.21.⁹⁰ The highest gross Individual
17 Settlement Payment is approximately \$3,497.32 and the lowest is \$25.⁹¹ This a substantial benefit
18 in relation to the claimed harm and justifies the final approval of the settlement.

19 **b) The risk, complexity, expense, and likely duration of continued**
20 **litigation weigh in favor of final approval.**

21 Courts also consider the risk, expense, and duration of the litigation in the absence of
22 settlement.⁹² In applying this factor, a court should weigh the benefits of the settlement against the
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24 ⁸⁶ Phoenix Decl. at ¶¶ 8-9; Grover Decl. at ¶¶ 28, 67.

25 ⁸⁷ See *Dunk, supra*, 48 Cal.App.4th at 1802; see also, *Kullar, supra*, 168 Cal.App.4th at 129-30.

26 ⁸⁸ See *Wershba, supra*, 91 Cal.App.4th at 244-45; *Dunk, supra*, 48 Cal.App.4th at 1801.

27 ⁸⁹ Ex. 1 at § III.M.2.a; see also, §§ I.S, I.W, I.EE, I.QQ; Phoenix Decl. at ¶¶ 8, 11; Grover Decl. at
28 ¶ 28, 30.

⁹⁰ Phoenix Decl. at ¶ 14; Grover Decl. at ¶¶ 28, 30.

⁹¹ Phoenix Decl. at ¶ 14.

⁹² See *Dunk, supra*, 48 Cal.App.4th at 1801; *Briseño v. Henderson* (9th Cir. 2021) 998 F.3d 1014, 1023-24.

1 expense and delay involved in achieving an equivalent or more favorable result at trial.⁹³

2 The risks of continued litigation are substantial. Of particular relevance to the proposed
3 settlement's reasonableness is the fact that Defendant has legal and factual grounds for defending
4 this action. Defendant asserts, for example, that it has always complied with the California Labor
5 Code, the California Wage Orders, and all applicable California state law

6 Further, recent California Supreme Court case law has interpreted the "good faith" defense
7 in a manner that makes it more difficult for employees to obtain certain penalties, including Labor
8 Code § 203 waiting time penalties.⁹⁴ *Naranjo II* found that, if an employer who reasonably believes
9 that its conduct was lawful, it will not be subject to penalties that are intended to deter willful or
10 intentional misconduct.⁹⁵ In other words, *Naranjo II* approved a relatively low bar for establishing
11 a good faith defense to avoid Labor Code § 203 penalties.⁹⁶ Defendant also has contended that
12 Plaintiff could not satisfy the criteria to certify a class under Code of Civil Procedure § 382 and
13 would lose a contested class certification motion.⁹⁷

14 Employment class actions are expensive and time-consuming to prosecute. Continued
15 litigation of this action against Defendant would likely be complex and expensive due to the nature
16 of the claims. Plaintiff faced significant uncertainty and risk, both in not prevailing on the merits
17 and in non-certification, as explained above. In contrast, the settlement ensures timely relief and a
18 substantial and risk-free recovery for the settlement Class.⁹⁸

19 Further, if the Court were to deny the class certification motion, Class Members would be
20 left without a group remedy for their claims. The other issues presented here would need to be
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22 ⁹³ See *Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433.

23 ⁹⁴ *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 ("*Naranjo II*"). Although
24 the Court addressed whether a good faith defense exists for the "knowing and intentional"
25 requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the "willfulness"
26 requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

27 ⁹⁵ *Id.* at 1077-81.

28 ⁹⁶ *Id.* at 1078 ("[s]o long as no other evidence suggests the employer acted in bad faith, presentation
of a good faith defense, based in law or fact, will negate a finding of willfulness," quoting *Amaral*
v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1204 and citing other cases); see also, Grover
Decl. at ¶ 38.

⁹⁷ Grover Decl. at ¶ 38.

⁹⁸ Grover Decl. at ¶ 39.

litigated individually in Superior Courts in a piecemeal, costly, and time-consuming fashion.

c) Disclosure of documents and data demonstrating the strengths and weaknesses of this action was completed prior to entering into the settlement.

The extent of discovery that has been completed and the stage of the litigation are factors that courts consider in determining the fairness of a settlement.⁹⁹ As noted above, informal discovery took place between the parties in which Defendant and Plaintiff exchanged a considerable amount of relevant information.¹⁰⁰ The information exchanged enabled Plaintiff to evaluate the strengths, weaknesses and risks of the class claims and defenses and to negotiate a fair, reasonable, and adequate settlement.¹⁰¹

d) The experience and views of counsel favors final approval.

Class Counsel supports the settlement as fair, adequate, reasonable, and in the best interests of the Class as a whole.¹⁰² The endorsement of qualified and well-informed counsel of the settlement as fair is entitled to significant weight.¹⁰³

e) Class Members' positive reaction to the settlement favors final approval.

Finally, courts look at the reaction of class members to determine if a settlement that directly affects their interests should be approved as fair, adequate, and reasonable. Of great importance is the fact that no Class Member objected and there is a single out-out of the Settlement.¹⁰⁴ In light of such a positive reaction by the Class Members, the Court should construe the overwhelming non-opposition to the settlement as a strong indication of the Class Members' support for the settlement as fair, adequate, and reasonable.

⁹⁹ See *Dunk*, *supra*, 48 Cal.App.4th at 1801.

¹⁰⁰ Grover Decl. at ¶ 11.

¹⁰¹ *Id.* at ¶¶ 11, 31-40

¹⁰² *Id.* at ¶¶ 31-40.

¹⁰³ See *Dunk*, *supra*, 48 Cal.App.4th at 1802; *In re Omnivision Techs.* (N.D. Cal. 2007) 559 F. Supp. 2d 1036, 1043 (“The recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” (internal quotations and citation omitted)).

¹⁰⁴ Phoenix Decl. at ¶¶ 8-9; Grover Decl. at ¶¶ 28,40.

4. The Settlement Class meets all of the requirements for certification for settlement purposes under Code of Civil Procedure § 382.

The proposed settlement class meets all requirements for certification of a settlement class, as summarized below.

a) The proposed Settlement Class is ascertainable and too numerous to make joinder practicable.

A class is “ascertainable when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary.”¹⁰⁵ In this case, the members of the proposed settlement Class are identifiable from Defendant’s records.¹⁰⁶ According to Defendant’s records, there are 351 Settlement Class Members.¹⁰⁷ The Settlement Class is ascertainable sufficiently numerous to warrant certification.¹⁰⁸

b) Questions of law and fact common to Class Members predominate.

Here, the Class Members’ claims all stem from a common set of circumstances. All Class Members have worked for Defendant as interpreters in California and were classified as independent contractors during the relevant time period. Plaintiff contends that all Class Members were subject to Defendant’s classification policy and practice and its uniform practices and policies regarding the payment of wages, overtime, meal periods, rest breaks, wage statements, termination pay and expense reimbursement. Those uniform policies and practices are at the core of Plaintiff’s allegations that Defendant violated the Labor Code and create questions of law and fact common to all Class Members. All the Class Members seek the same legal remedies under the same state laws.¹⁰⁹

Furthermore, the common questions regarding Defendant’s classification of the interpreters working for it and its wage payment policies and practices regarding the calculation of the regular

¹⁰⁵ *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 961, 980 (internal quotation marks and citation omitted).

¹⁰⁶ Grover Decl. at ¶ 44; see Phoenix Decl. at ¶ 3.

¹⁰⁷ Grover Decl. at ¶ 44.

¹⁰⁸ *Id.*

¹⁰⁹ *Id.* at 45.

rate for overtime, meal periods, rest breaks, termination pay and expense reimbursement are among the key issues that will determine Defendant's alleged liability to the proposed settlement Class. Plaintiff contends that common questions will predominate over any individual questions that may arise. Under these circumstances, the requirements that common questions of law and/or fact exist among the proposed Class Members and will predominate over individual questions are satisfied for purposes of certifying the proposed Class for settlement.¹¹⁰

c) The proposed Class Representative's claims are typical of the Class Members' claims.

A class representative's claims are typical when they arise from the same event or course of conduct that gives rise to the claims of the class, and are based on the same legal theory.¹¹¹ In this case, the named Plaintiff contends that that she, like all Class Members, worked for Defendant as an interpreter at immigration courts in the State of California and was classified as an independent contractor. Plaintiff was subject to Defendant's uniform policies and practices regarding payment of regular wages and overtime, meal and rest breaks, wage statements and expense reimbursement. Thus, Plaintiff's claims and the Class Members' claims arise from the same course of conduct.¹¹²

d) The proposed Class Representative will adequately represent the Class.

The named Plaintiff also has demonstrated that she will aggressively and competently assert the Class Members' interests. Plaintiff has retained competent counsel, experienced in litigating class action claims in the wage and hour context.¹¹³

e) Class treatment is superior to individual trials.

For purposes of settlement only, the parties have agreed that certification of the settlement Class is appropriate.¹¹⁴ The only alternative to certifying a case like this for settlement purposes or otherwise as a class action would be to force hundreds of individuals to file individual actions. As the California Supreme Court has stated, "[t]he relevant comparison lies between the costs and

¹¹⁰ *Id.*

¹¹¹ *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46-47.

¹¹² Grover Decl. at ¶ 46.

¹¹³ See Grover Decl. at ¶¶ 2-4, 55-57.

¹¹⁴ Ex. 1 at § II.A.

benefits of adjudicating plaintiffs’ claims in a class action and the costs and benefits of proceeding by numerous separate actions – not between the complexity of a class suit that must accommodate some individualized inquiries and the absence of any remedial proceeding whatsoever.”¹¹⁵ Here, proceeding with 350-plus trials would likely require this and other courts to hear similar testimony regarding Defendant’s alleged classification, pay and other employment practices at issue here over and over again. The inefficiency and resulting inconsistent judgments that could result from numerous individual trials would warrant certifying this case as a class action.

C. The PAGA settlement warrants approval.

Labor Code § 2699(l)(2) requires that the court review and approve any PAGA settlement. Class action requirements do not apply to PAGA actions.¹¹⁶ For all of the reasons stated above, the settlement is fair, reasonable and adequate, and should be approved. As part of the settlement, Defendant has agreed to pay \$25,000 to settle the PAGA penalty claims, of which a payment of \$18,750 will go to the LWDA for education and enforcement purposes.¹¹⁷

The circumstances of the settlement, rather than the amount allocated to PAGA claims, determine whether a PAGA settlement is appropriate.¹¹⁸ In *Nordstrom Com’n Cases*, the state appellate court held that the court can approve a settlement even when the parties did not allocate any dollars to the PAGA claims.¹¹⁹ Here, Plaintiff believes that the agreed upon allocation between PAGA and direct Class Member payments is appropriate and request that the Court approve this portion of the Settlement.

“PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”¹²⁰ To offer as much information as reasonably possible, the Parties agreed to provide individualized information in the Class Notice regarding each Aggrieved

¹¹⁵ *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 339, n. 10.

¹¹⁶ *Arias v. Superior Court* (2009) 46 Cal.4th 969, 974.

¹¹⁷ Ex. 1 at §§ I.U, I.Z, III.M.5; Lab. Code § 2699(i).

¹¹⁸ *Nordstrom Com’n Cases* (2010) 186 Cal.App.4th 576, 589.

¹¹⁹ *Id.*

¹²⁰ See e.g., *Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974 (“PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122 (same).

1 Interpreter's estimated Individual PAGA Payment.¹²¹ If the Court grants final approval of the
2 Settlement, all of the Aggrieved Interpreters will receive Individual PAGA Payments.¹²²

3 Plaintiff therefore seeks the Court's approval of the PAGA portion of the Settlement,
4 including the \$25,000 PAGA Payment, the distribution plan for the PAGA Payment, and the PAGA
5 Release.¹²³

6 **VI. CONCLUSION**

7 For the foregoing reasons, Plaintiff requests that the Court grant final approval of this
8 settlement. A [Proposed] Order Granting Motions for Final Approval and Award of Reasonable
9 Attorneys' Fees and Costs, Class Representative Incentive Award/General Release Payment, and
10 Settlement Administration Fees and Judgment is submitted herewith.

11 Respectfully submitted,
12 Dated: January 30, 2026 **KELLER GROVER LLP**

13
14 By: 
15 ERIC A. GROVER
16 ROBERT W. SPENCER
17 Attorneys for Plaintiff and Class Counsel

27 ¹²¹ See Ex. 1 at §§ I.R, III.L.2.b; Phoenix Decl. Ex. A.

28 ¹²² See Ex. 1 at §§ I.R, III.M.5.

¹²³ Ex. 1 at §§ III.D, III.M.5, *see also*, §§ I.R, I.Z, I.AA, I.BB, I.DD.

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 **January 30, 2026** in the case of *Diaz v. SOS International LLC*, Alameda County Superior Court Case Number 24CV069862, I served the foregoing document(s):

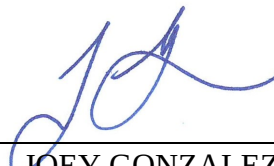
PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

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

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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 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



Court Reservation Receipt

Reservation	
Reservation ID: 916074479444	Status: RESERVED
Reservation Type: Motion re: (Motion for Final Approval of Class Action and PAGA Settlement)	Number of Motions: 1
Case Number: 24CV069862	Case Title: DIAZ vs SOS INTERNATIONAL LLC
Filing Party: Yesenia Diaz (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: February 24th 2026, 2:30PM	Confirmation Code: CR-HP3XW3WFJ9OKJKOPB

Fees			
Description	Fee	Qty	Amount
Motion re: (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment	
Amount: \$1.00	Type: Visa
Account Number: XXXX1151	Authorization: 06817G
Payment Date: 2025-09-22	

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