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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

**DECLARATION OF LLUVIA ISLAS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND MOTION
FOR AWARD OF REASONABLE
ATTORNEYS' FEES AND COSTS, CLASS
REPRESENTATIVE INCENTIVE
AWARD/GENERAL RELEASE PAYMENT,
AND SETTLEMENT ADMINISTRATION
FEES**

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

Reservation No. 938887012557

DECLARATION OF LLUVIA ISLAS

I, Lluvia Islas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Diaz v. SOS International LLC* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims* (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class and PAGA Action Settlement* (“Notice of Class and PAGA Action Settlement”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from March 26, 2023 to May 17, 2025 (“Class Period”) and the number of workweeks that each Aggrieved Interpreter worked during the time period from March 26, 2023 to May 17, 2025 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Interpreters; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Class Representative Incentive Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 14, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workdays for each Class Member (“Class Data”) during the Class Period. The final mailing list contained three

1 hundred fifty-two (352) individuals identified as Class Members. It should be noted that all
2 Aggrieved Interpreters are also Settlement Class Members unless an individual requests to be
3 excluded from the settlement. Thus the 352 individuals identified as Class Members are also
4 Aggrieved Interpreters. Phoenix received the data for the Aggrieved Interpreters as part of the
5 Class Data, including the number of Qualified Pay Periods worked by each individual Aggrieved
6 Interpreter.

7 4. On October 14, 2025, Phoenix conducted a National Change of Address
8 (“NCOA”) search in an attempt to update the Class Data of addresses as accurately as possible. A
9 search of this database provides updated addresses for any individual who has moved in the
10 previous four (4) years and notified the U.S. Postal Service of their change of address.

11 5. On October 28, 2025, Phoenix mailed the Notice via U.S. first class mail to all
12 three hundred fifty-two (352) Class Members on the Class Data. A true and correct copy of the
13 mailed Notice of Class and PAGA Action Settlement is attached hereto as **Exhibit A**.

14 6. As of the date of this declaration, eight (8) Notice of Class and PAGA Action
15 Settlements have been returned to Phoenix. None were returned with a forwarding address. For
16 the eight (8) Notice of Class and PAGA Action Settlements returned from the Post Office without
17 a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion
18 TLOxp, one of the most comprehensive address databases available for skip tracing. Of the eight
19 (8) Notice of Class and PAGA Action Settlements that were skip traced, seven (7) updated
20 addresses were obtained and the Notice of Class and PAGA Action Settlement was promptly re-
21 mailed to those Class Members via first class mail.

22 7. As of the date of this declaration, one (1) Notice of Class and PAGA Action
23 Settlements remains undeliverable.

24 8. As of the date of this declaration, Phoenix has received one (1) Request for
25 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
26 December 12, 2025.

1 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
2 Objection from Class Members. The deadline for objecting to the Class Settlement was
3 December 12, 2025.

4 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
5 disputes from Class Members. The deadline for submitting a dispute was December 12, 2025.

6 11. There are three hundred fifty-one (351) Class Members who did not submit timely
7 and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
8 representing 99.72% of the Class. Three hundred fifty-one (351) Settlement Class Members have
9 worked a collective total of thirty-six thousand four hundred seventy-four (36,474) Workdays
10 during the Class Period. Each Workweek is valued at approximately \$6.73. Forty-four (44)
11 Settlement Class Members will receive a payment of \$25.00.

12 12. The Escalator Clause of the Settlement Agreement indicates if the actual
13 Workweeks exceeds 10% or twelve thousand six hundred fifty (12,650), the Maximum
14 Settlement Amount shall be increased pro-rata for everyone over such cap. The total number of
15 Workweeks was twelve thousand five hundred twenty-one (12,521). Since the total number of
16 Workweeks does not exceed 12,650, the Escalator Clause was not triggered.

17 13. The Net Settlement Amount of \$245,422.36 available to pay Settlement Class
18 Members was determined by subtracting the requested Class Counsel attorneys' fees
19 (\$150,000.00), and Class Counsel costs (\$12,577.64), requested Class Representative Incentive
20 Award to Plaintiff Yesenia Diaz (\$10,000.00), the PAGA Amount (\$18,750.00), and the
21 requested Settlement Administration Costs (\$7,000.00) from the Maximum Settlement Amount
22 (\$450,000.00).

23 14. Based upon the calculations stipulated in the Settlement, the highest Individual
24 Settlement Share to be paid is approximately \$3,497.32, the lowest Individual Settlement Share to
25 be paid is approximately \$25.00, while the average Individual Settlement Share to be paid is
26 approximately \$699.21. Settlement Class Members will be issued payment of their Individual
27 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
28

1 respect to the wages portion of the Individual Settlement Share (the net payment is their
2 “Individual Settlement Payment”).

3 15. Additionally, \$25,000.00 of the Maximum Settlement Amount has been allocated
4 toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or
5 \$18,750.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and
6 25%, or \$6,250.00, of which shall be paid to all current and former hourly non-exempt
7 individuals who are or were employed by Defendant during the PAGA Period. There are three
8 hundred fifty-two (352) Aggrieved Employees who worked a total of six thousand two hundred
9 sixty-one (6,261) Qualified Pay Periods during the PAGA Period. The highest Individual PAGA
10 Payment to be paid is approximately \$55.91, and the average Individual PAGA Payment to be
11 paid is approximately \$17.76.

12 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
13 due separately and apart from the Maximum Settlement Amount.

14 17. Phoenix’s costs associated with the administration of this matter are \$7,000.00.
15 This includes all costs incurred to date, as well as estimated costs involved in completing the
16 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
17 **Exhibit B.**

18
19 I declare under penalty of perjury of the laws of the State of California that the foregoing
20 is true and correct.

21 Executed this 28th day of January 2026, at Orange, California.

22
23 

24 _____
25 LLUVIA ISLAS
26
27
28

Exhibit A

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 «ESA_Before_Paga». This is based on your total Qualified Work Days during the Class Period: «Total_Days».
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on SOSi's records, your Individual PAGA Payment is estimated to be «PAGA_Amount». This is based on your total Qualified Pay Periods during the PAGA Period: «PAGA_Pay_Periods».

- 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.

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 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 **December 12, 2025**:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
diaz-v-sos-international.phoenixcases.com

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 **February 24, 2026**, at 2:30 p.m., 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), 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 **December 12, 2025**, to:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
diaz-v-sos-international.phoenixcases.com

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.

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 **December 12, 2025**, to:

**Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
diaz-v-sos-international.phoenixcases.com**

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for **February 24, 2026**, at 2:30 p.m., 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?

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
egrover@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) 523-5773**.

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	352
Opt Out Rate	0.28%
Opt Outs Received	1
Total Class Claimants	351
Subtotal Admin Only	\$7,469.86

Flat Fee Total	\$7,000.00
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January 28, 2026

Case: Diaz v. SOS International LLC, Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$2.00	41	\$82.00
NCOA (USPS)	\$60.00	1	\$60.00
Total			\$642.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	352	\$35.20
Notice Packet & Opt-Out Form	\$1.35	352	\$475.20
Estimated Postage (up to 2 oz.)*	\$0.70	352	\$246.40
Static Website	\$200.00	1	\$200.00
Total			\$1,156.80

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$1.00	53		\$52.80
Remail Notice Packets	\$1.00	50		\$49.80
Estimated Postage	\$0.70	50		\$34.86
Programming Undeliverables	\$50.00	2		\$100.00
Total				\$347.46

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	4		\$220.00
Deficiency & Dispute Letters	\$10.00	1		\$10.00
Case Manager	\$85.00	3		\$255.00
Total				\$835.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	3		\$405.00
Mail Class Checks *	\$0.90	351		\$315.90
Estimated Postage	\$0.70	351		\$245.70
Total				\$1,561.60

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	1	\$115.00
Remail Checks (Postage Included)	\$2.00	46	\$92.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1	\$1,300.00
Total			\$2,927.00
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Total:			\$7,469.86

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):

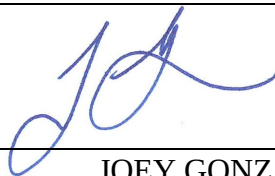
DECLARATION OF LLUVIA ISLAS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

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

Ken Sulzer, Esq.
Regina Musolino, Esq.
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rmusolino@constangy.com

Attorneys for Defendant
SOS INTERNATIONAL LLC

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per 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