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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, 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 ERIC A. GROVER 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

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 (“Plaintiff”),
4 and Class Counsel in this action. I have personal knowledge of the facts stated herein and, if
5 called as a witness, I could and would testify competently to the facts set forth below.

6 **Class Counsel’s Experience:**

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

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

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

on commission payments.);

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

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

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

- 1 k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
2 Los Angeles County Superior Court Case No. BC347513;
- 3 l. *Rogers v. Accentcare, Inc.*,
4 Alameda County Superior Court Case No. RG 05-237683;
- 5 m. *Fleming v. Dollar Tree Stores, Inc.*,
6 United States District Court, Northern District of California,
7 Case No. C06-cv-03409;
- 8 n. *Corrado v. Valero Services, Inc.*,
9 Alameda County Superior Court Case No. RG 07-322134;
- 10 o. *Stenroos v. Core-Mark International, Inc.*,
11 San Mateo County Superior Court Case No. CIV 451198;
- 12 p. *Ford v. Pilot Travel Centers LLC*,
13 United States District Court, Northern District of California,
14 Case No. C-07-cv-02715;
- 15 q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
16 United States District Court, Eastern District of California
17 Case No. EDCV 07-00695;
- 18 r. *Brrior v. AE Retail West LLC*,
19 San Francisco County Superior Court Case No. CGC 06-455422;
- 20 s. *Moore v. Genesco, Inc. et al.*,
21 Alameda County Case No. RG 06-270570;
- 22 t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
23 San Francisco County Superior Court Case No. CGC 08-427014;
- 24 u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren*
25 *Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- 26 v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services*
27 *LLC*, United States District Court, Central District of California,
28 Case No. 2:07-cv-00001;
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*,
United States District Court, Northern District of California,
Case No. 07-cv-00539;
- z. *Payan et al. v. MetroPCS, Inc.*,
San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;

- 1 dd. *Flores v. Cintas Corporation No. 2, Inc.*,
2 Los Angeles County Superior Court Case No. BC400422;
- 3 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
4 San Francisco County Superior Court Case No. CGC 09-490181;
- 5 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
6 San Francisco County Superior Court Case No. CGC 09-493709;
- 7 gg. *Lim-Hui v. Carter's Retail, Inc.*,
8 San Francisco County Superior Court Case No. CGC 09-484456;
- 9 hh. *Sefton v. OshKosh B'Gosh, Inc.*,
10 San Francisco County Superior Court Case No. CGC 09-484496;
- 11 ii. *Murphy v. Check n' Go of California, Inc.*,
12 San Francisco County Superior Court Case No. CGC 06-449394;
- 13 jj. *Wireless Advocates Wage and Hour Cases*,
14 Los Angeles County Superior Court Case No. JCCP 4600;
- 15 kk. *Matrix Service Wage and Hour Cases*,
16 Alameda County Superior Court Case No. JCCP 4610;
- 17 ll. *Sullivan v. Kelly Services, Inc.*,
18 United States District Court, Northern District of California
19 Case No. 08-cv-3893;
- 20 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
21 San Francisco County Superior Court Case No. CGC 10-501832;
- 22 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
23 Alameda County Case No. RG 10-501301;
- 24 oo. *Jordan v. Directory Distributing Associates, Inc.*,
25 San Francisco County Superior Court Case No. CGC 10-500633;
- 26 pp. *Martin v. Total Safety U.S., Inc.*,
27 Alameda County Superior Court Case No. RG 10-533750;
- 28 qq. *Placer Title Company Wage and Hour Cases*,
Sacramento County Superior Court Case No. JCCP 4567;
- rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;
- ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
- tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
- uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
- vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*, Kern
County Superior Court Case No. S-1500-CV-271947;
- ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;

- 1 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*,
San Bernardino County Superior Court Case No. CIVVS900679;
- 2 yy. *Hernandez v. Bodell Construction Company*,
3 Alameda County Superior Court Case No. RG12-624600;
- 4 zz. *Gilliam v. Matrix Energy Services, Inc.*,
Alameda County Superior Court Case No. RG11-592345;
- 5 aaa. *Tate v. Wyatt Field Services Co.*,
Alameda County Superior Court Case No. RG 10-522846;
- 6 bbb. *Becerra, et al. v. RadioShack Corporation*,
7 United States District Court, Northern District of California,
Case No. C-11-cv-03586;
- 8 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*,
Contra Costa County Superior Court Case No. MSC12-00340;
- 9 ddd. *Betten and Lafa v. Diamond Wireless, LLC*,
10 United States District Court, Central District of California,
Case No. 2:13-cv-02885;
- 11 eee. *Martin v. AltairStrickland LLC*,
12 Alameda County Superior Court Case No. RG11 575618;
- 13 fff. *Miller v. Southwest Airlines Co.*,
14 United States District Court, Northern District of California,
Case No. C-12-cv-5978;
- 15 ggg. *Nguyen v. Equilon Enterprises LLC*,
16 United States District Court, Northern District of California,
Case No. 4:12-cv-04650;
- 17 hhh. *Saunders v. StubHub Inc.*,
San Francisco County Superior Court Case No. CGC-12-517707;
- 18 iii. *Oregel v. PacPizza, LLC*,
19 Contra Costa County Superior Court Case No. MSC12-01454;
- 20 jjj. *Torres, et al. v. San Joaquin Community Hospital*,
JAMS Case No. 1220043288;
- 21 kkk. *Hulsey v. San Joaquin Community Hospital*,
JAMS Case No. 1210030884;
- 22 ll. *DeLeon, et al. v. NCR Corp.*,
23 San Bernardino County Superior Court Case No. CIVDS1403274;
- 24 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*,
Los Angeles County Superior Court Case No. BC470522;
- 25 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*,
26 Contra Costa County Superior Court Case No. C11-0969;
- 27 ooo. *Clothier v. SPAR Marketing Services, Inc.*,
Alameda County Superior Court Case No. RG12-639317;
- 28 ppp. *St. Joseph Health System Medical Information Cases*,
Orange County Superior Court JCCP Case No. 4716;

- 1 qq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,*
2 Alameda County Superior Court Case No. RG14-712100;
- 3 rr. *Miller v. Hitachi America, Ltd.,*
4 San Mateo County Superior Court Case No. CIV 526430;
- 5 ss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.,*
6 San Francisco County Superior Court Case No. CGC-13-532872;
- 7 tt. *Tripp and Solberg v. Crossmark, Inc., et al.,*
8 United States District Court, Northern District of California,
9 Case No. 3:12-cv-04818.
- 10 uu. *McCabe, et al. v. Six Continents Hotels, Inc.,*
11 United States District Court, Northern District of California,
12 Case No. 12-cv-04818;
- 13 vv. *Wheelock v. Hyundai,*
14 Orange County Superior Court, Case No. 30-2011-00522293;
- 15 ww. *Roberts v. Wyndham Hotel and Resorts LLC, et al.,*
16 United States District Court, Northern District of California,
17 Case No. 5:12-cv-05083;
- 18 xx. *Castillo, et al. v. Seagate Technology LLC,*
19 United States District Court, Northern District of California
20 Case No. 3:16-cv-01958;
- 21 yy. *Halkola v. Fisher, Sand & Gravel Co.,*
22 Alameda County Superior Court, Case No. RG17844100;
- 23 zz. *Ashlock, et al. v. Sunrun, Inc., et al.*
24 San Francisco County Superior Court CGC-17-557027;
- 25 aaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.,*
26 San Bernardino County Superior Court Case No. CIVDS1712220;
- 27 bbb. *Matthews v. eHealthinsurance Services, Inc.,*
28 Santa Clara County Superior Court Case No. 17CV305656;
- 29 ccc. *Crowley, et al. v. Central Transport LLC,*
30 San Bernardino Case No. CIVDS1604546;
- 31 ddd. *Alfinito v. Loop Transportation,*
32 San Francisco County Superior Court Case No. CGC-17-556677;
- 33 eee. *Rabanal v. P.F. Chang's China Bistro, et al,*
34 Alameda County Case No. RG17851208;
- 35 fff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,*
36 San Bernardino County Case No. CIVDS1809416;
- 37 ggg. *Duke v. Jacobs Engineering Group Inc., et al.,*
38 San Bernardino Superior Court Case No. CIVDS1703459;
- 39 hhh. *O'Leary v. Youngevity International, Inc.,*
40 San Diego County Superior Court Case No. 37-2017-00045550;

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

- 1 bbbbbb. *Hernandez v. Chino Commercial Bank,*
2 San Bernardino County Superior Court Case No. CIVDS1922849;
- 3 cccccc. *Ellis v. Harder Mechanical Contractors, Inc.,*
4 United States District Court, Northern District of California
5 Case No. 21-cv-00844;
- 6 ddddd. *Harrington v. Creative Security Company, Inc.,*
7 Alameda County Superior Court Case No. RG21095377;
- 8 eeeee. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
9 Los Angeles County Superior Court Case No. 20STCV03569
- 10 fffff. *Macomber v. Dermalogica, LLC,*
11 San Diego County Superior Court Case No: 37-2020-00020451;
- 12 ggggg. *Alvarez, et al. v. Autozone, Inc.,*
13 San Bernardino Superior Court Case No. CIVDS1416344;
- 14 hhhhh. *Walter v. Farfetch.com US, LLC,*
15 Orange County Superior Court Case No. 30-2020-01139875;
- 16 iiiii. *Cascade Drilling Wage and Hour Cases,*
17 Alameda County Superior Court Case No. RG21090743;
- 18 jjjjj. *Bush, et al. v. Dutch Bros., LLC,*
19 Merced County Superior Court, Case No. 22CV-01415;
- 20 kkkkk. *Hernandez v. Automated Harvesting, LLC,*
21 Monterey County Superior Court, Case No. 22CV002717;
- 22 lllll. *Audycki v. Stanford Healthcare, a Corporation,*
23 Santa Clara County Superior Court Case No. 19CV347173;
- 24 mmmmm. *Collins v. National Insurance Inspection Services, Inc.,*
25 Los Angeles County Superior Court Case No. 20STCV15619;
- 26 nnnnn. *Avalos v. AxleHire, Inc.,*
27 Alameda County Superior Court Case No. 22CV020643;
- 28 ooooo. *Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
 Ventura County Superior Court Case No. 2023CUBT01235;
- ppppp. *McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509;
- qqqqq. *Collins v. National Insurance Inspection Services, Inc.,* Los Angeles County
 Superior Court, Case No. 20STCV15619
- rrrrr. *Delgado v. Avalon-Villa Health Care, LLC,* Los Angeles County Superior Court
 Case No. 23STCV15615;
- sssss. *Cole v. Xerox Corporation,* Merced County Superior Court Case No. 24CV-
 06565;
- ttttt. *Ellis, et. al. v. ARB, Inc.,* Contra Costa County Superior Court Case No. C 20-
 02183;

uuuuu. *Thomason v Sequioa Senior Living LLC*, El Dorado County Superior Court Case No. 24CV0979;

vvvvv. *Goza v FVE Managers, Inc.*, Alameda County Superior Court Case No. 22CV010870;

wwwww. *Ruiz v. Boise Cascade Company*, Alameda County Superior Court Case No. 24CV069044;

Factual and Procedural Background:

5. A true and correct copy of the Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Amended Stipulation”) entered into by Plaintiff and SOS International LLC (“Defendant”) is attached hereto as **Exhibit 1**.

6. 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 and filed the First Amended Complaint on June 25, 2024. Plaintiff brought the action on behalf of herself and a putative class of approximately 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.

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

8. Defendant has denied 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

1 in any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or
2 regulation, with respect to the issues presented in the litigation.

3 **Class Counsel's work litigating and settling this action:**

4 9. Prior to the filing of this action, Class Counsel expended time and effort in
5 investigating, researching, and preparing this case for litigation. Class Counsel investigated and
6 researched Plaintiff's potential California wage and hour claims, both in the individual context
7 and as putative class and representative claims. On Plaintiff's behalf, I and other attorneys at my
8 firm drafted the initial putative class complaint and filed it in this Court. I and other attorneys at
9 my firm also drafted and filed the operative First Amended Complaint, which added the
10 representative PAGA claims.

11 10. As discovery was beginning, my office engaged in discussions with counsel for
12 Defendant regarding the possibility of settlement and the parties agreed to stay discovery and
13 attempt mediation.

14 11. Prior to the formal mediation session, my firm drafted and sent a detailed
15 mediation information request to Defense Counsel. In response, Defendant provided Plaintiff
16 with information regarding its policies and practices related to classification and pay, meal
17 periods, rest breaks, wage statements, and expense reimbursement for California workers, the
18 number of putative class members and the number of work days and pay periods potentially at
19 issue during the relevant liability period. I and other attorneys at my firm reviewed and analyzed
20 the information Defendant provided and drafted a detailed mediation brief that was submitted to
21 the mediator and Defense Counsel.

22 12. On March 18, 2025, the Parties participated in an all-day mediation session with
23 skilled mediator Hon. Carl J. West, Ret., who has significant experience mediating wage and
24 hour class actions. The mediated negotiations resulted in the Parties reaching an agreement to
25 settle the entire action, subject to the Court's approval.

26 13. Following the mediation, I and other attorneys at my firm drafted a detailed,
27 formalized settlement agreement and exhibits and negotiated the language and terms with
28 counsel for Defendant until the initial settlement agreement and its exhibits were finalized and

executed. The terms of the parties' settlement at that time were set forth in the initial settlement agreement. At the time the final settlement was reached, Defendant had provided relevant documents and information, including:

- (A) The number of Class Members:
 - o There are approximately 329 Class Members.¹
- (B) The total work days worked by Class Members:
 - o Class Members worked a total of approximately 32,000 Qualified Work Days during the Class Period.
- (C) The total work weeks worked by Class Members:
 - o Class Members worked a total of approximately 11,500 Settlement Work Weeks during the Class Period.
- (D) Class Members' inputted hourly wage:
 - o Class Members were classified as independent contractors during the Class Period and the inputted hourly wage, based on the Class Members' rate, was approximately \$65.19.
- (E) The total pay periods during the PAGA Period:
 - o Aggrieved Interpreters worked a total of approximately 5,750. Qualified Pay Periods during the PAGA Period.

14. On June 20, 2025, Plaintiff moved for preliminary approval of the settlement. My firm drafted and filed the motion for preliminary approval of the proposed class and PAGA action settlement and supporting papers.

15. 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. A true and correct copy of the Court's August 25, 2025 Tentative Ruling is attached hereto as **Exhibit 2**.

16. I and other attorneys at my firm worked with Defendant's counsel to revise the settlement terms at issue and obtain relevant declarations to address the Court's concerns. I and other attorneys at my firm drafted the Amended Stipulation and filed it and the declarations on

¹ 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.

September 16, 2025.

17. On September 23, 2025, the Court preliminarily approved the settlement on the terms set forth in the Amended Stipulation. A true and correct copy of the Court's Order re: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order") is attached hereto as **Exhibit 3**.

18. The September 23, 2025 Preliminary Approval Order stated that it modified the formal order that the Court would issue. On November 13, 2025, the Court issued the formal order that granted preliminary approval the settlement. A true and correct copy of the Court's November 13, 2025 Order Granting Motion for Preliminary Approval of Class Action Settlement ("Nov. 13, 2025 Order") is attached hereto as **Exhibit 4**.

19. In the period after the entry of the Preliminary Approval Order, I and other attorneys in my firm spent time speaking with Class Members and interacting with Defense Counsel and the Settlement Administrator on notice and settlement administration issues. We will spend additional time working with Defense Counsel, the Settlement Administrator, speaking with Class Members, finalizing this motion, preparing and filing the final approval motion, and preparing for and attending the final fairness hearing.

Preliminary approval and the notice process:

20. As noted, the Court issued an order granting preliminary approval of the proposed class and PAGA action settlement on September 23, 2025. *See* **Exhibit 3**.

21. Pursuant to the Court's Preliminary Approval Order, the settlement Class consists of "All persons who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the Class Period and were classified as independent contractors." The Class Period is the period from and including March 26, 2023, through May 17, 2025. 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. In this declaration, the members of the proposed Class are referred to as the "Class Members."

22. "Aggrieved Interpreters" are defined to mean "all persons who are or were

1 working for Defendant as interpreters at immigration courts in the State of California any time
2 within the PAGA Period and were classified as independent contractors.” The PAGA Period is
3 the period from and including May 26, 2023 through May 17, 2025. While the Amended
4 Stipulation allows an alternative end date to be selected by Defendant, subject to the
5 provisions set forth in Paragraph III.M.2.(a)(3) of the Amended Stipulation, no such selection
6 was made. All but one of the Aggrieved Interpreters are also Class Members because only one
7 individual opted out of participation in the class action portion of the Settlement.

8 23. The notice procedure set forth in the Amended Stipulation and approved by the
9 Court required Phoenix to distribute notice of the class settlement through U.S. mail. Lluvia Islas
10 of Phoenix has submitted a declaration providing details of the notice process and Class Member
11 response. The Phoenix Declaration is being filed concurrently herewith.

12 24. Set forth below is a summary of the information contained in the Phoenix
13 Declaration.

14 25. In accordance with the Preliminary Approval Order, Defendant provided Phoenix
15 with the Class List on October 14, 2025. The Class List identified 352 current and former
16 employees who meet the class definition, their contact information, and the number of number
17 of Qualified Work Days and Qualified Pay Periods that each worked during the Class Period.
18 The Class Members worked a total of 36,474 Qualified Work Days and Aggrieved Interpreters
19 worked a total of 6,261 Qualified Pay Periods.

20 26. On October 28, 2025, Phoenix mailed the Notice to the 352 Class Members.

21 27. Eight Notices were returned by the Post Office as undeliverable. Phoenix was
22 able to find updated addresses and successfully remailed seven Notices. Ultimately, Phoenix
23 successfully mailed 351 of the 352 Notices; a 99.7 % success rate for the mailing.

24 28. Class Members did not have to submit a claim submission to receive a settlement
25 payment. All Class Members had 45 days from the date that Phoenix mailed the Class Notice to
26 opt out of or object to the settlement. The deadline to opt out or object was December 12, 2025.
27 Phoenix received no objections, timely or late. Phoenix received only a single opt-out, timely or
28 late. Class Counsel has not received any objections or opt-outs, timely or late.

1 29. The Class Notice provided Class Members with information on how to dispute the
2 number of Settlement Work Weeks stated on their individualized Notice. No disputes were
3 received, timely or late.

4 30. As noted, Class Members did not have to file a claim to participate in the
5 settlement. Class Members who did not opt out of the settlement are referred to as Settlement
6 Class Members. The estimated final Net Settlement Amount is \$245,422.36. Because only one
7 Class Member opted out of the settlement, there are 351 “Settlement Class Members” and will
8 receive an average Individual Settlement Payment of approximately \$699.21 (\$245,422.36
9 NSA/351 Class Members).

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

11 31. Based on my years of experience and my own independent investigation and
12 evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in
13 the Amended Stipulation is fair, reasonable, and adequate and it is in the best interests of the
14 settlement class considering all known facts and circumstances and the expenses and risks
15 inherent in litigation. I am familiar with many class action settlements involving employment
16 issues and have a strong understanding of the trends in the value of settlements. I also have
17 personally settled multiple class action cases involving alleged misclassification and unpaid
18 wages practices. Based on that knowledge, I am of the opinion the settlement is fair, reasonable
19 and adequate and is in the best interests of the Class Members.

20 32. The Amended Stipulation sets forth all terms of the agreement reached by the
21 parties. The settlement is a good compromise for the damages of absent Settlement Class
22 Members. The settlement provides that Defendant will pay a Maximum Settlement Amount of
23 \$450,000 to resolve the claims covered by the settlement. The settlement is non-reversionary.

24 33. After subtracting out the amounts allocated to pay the Settlement Administration
25 Costs (capped at no more than \$7,000), the PAGA Payment (\$25,000), the Class Counsel Award
26 (estimated to be \$150,000 in fees and \$12,577.64 in costs), and the Class Representative
27 Incentive Award/General Release Payment (estimated to be \$10,000) from the Maximum
28

1 Settlement Amount, each of which is subject to the Court's approval, the Net Settlement Amount
2 ("NSA") is an estimated \$245,422.36.

3 34. The Amended Stipulation provides that the NSA will be distributed proportionally
4 based on the number of Qualified Work Days each Settlement Class Member worked during the
5 Class Period. Each Settlement Class Member will be assigned a share calculated by dividing his
6 or her total number of Qualified Work Days by the total number of Qualified Work Days for the
7 entire Settlement Class, which is that person's Payment Ratio. The Payment Ratio then will be
8 multiplied by the NSA to determine that Settlement Class Member's Individual Settlement
9 Payment, except that no gross Individual Settlement Payment will be less than \$25. Settlement
10 Class Members are not required to submit a claim to receive an Individual Settlement Payment.

11 35. The Parties agreed to allocate \$25,000 of the MSA to settle the PAGA claims,
12 referred to as the PAGA Payment. Labor Code § 2699(i) requires that the LWDA receive 75%
13 (\$18,750) of the PAGA settlement amount and Aggrieved Interpreters receive 25% (\$6,250).
14 Using the Aggrieved Interpreter Data that Defendant has provided, will divide the respective
15 Qualified Pay Periods for each Aggrieved Interpreters by the total Qualified Pay Periods for all
16 Aggrieved Interpreters, resulting in the Payment Ratio for each Aggrieved Interpreter. Each
17 Aggrieved Interpreter's Payment Ratio then will be multiplied by the \$6,250 portion of the
18 PAGA Payment allocated to the Aggrieved Interpreters to calculate each Individual PAGA
19 Payment.

20 36. Prosecution of this case has resulted in tangible benefits for the Settlement Class
21 Members in the following respects. Through this settlement: (1) Settlement Class Members will
22 receive their recoveries now as opposed to waiting additional time for the same, or possibly a
23 worse, result; (2) Settlement Class Members will receive a guaranteed result that compares
24 favorably with similar class action settlements of this type; and (3) settlement at this juncture
25 will translate into significant savings in Class Counsel's fees and costs which inevitably would
26 have increased had the case progressed through trial, appeals, etc.

27 37. Notably, Defendant has legal and factual grounds for defending this action,
28 creating significant risk to the Class Members in continuing the litigation. Defendant asserts, for

example, that it has always complied with the California Labor Code, the California Wage Orders, and all applicable California state law.

38. Further, recent California Supreme Court case law has interpreted the “good faith” defense in a manner that makes it more difficult for employees to obtain certain penalties, including Labor Code § 203 waiting time penalties.² *Naranjo II* found that, if an employer who reasonably believes that its conduct was lawful, it will not be subject to penalties that are intended to deter willful or intentional misconduct.³ In other words, *Naranjo II* approved a relatively low bar for establishing a good faith defense to avoid Labor Code § 203 penalties.⁴ Defendant also has contended that Plaintiff could not satisfy the criteria to certify a class under Code of Civil Procedure § 382 and would lose a contested class certification motion.

39. Taking Defendant’s proposed defenses into account, I believe the settlement offers the Settlement Class Members the opportunity to obtain a monetary settlement payment now, avoiding the risks that Defendant might succeed in any of its arguments.

40. Exemplifying the overwhelming support that the absent Class Members have demonstrated for this settlement is the fact that only one of the 352 Class Members opted out of or objected to the settlement. The absolute lack of objections and only a single opt-out speaks volumes about the fairness, reasonableness and adequacy of this settlement.

Residual funds:

41. Pursuant to the Amended Stipulation, the Class Members’ settlement checks will be valid for 120 days from the date of issuance. The Settlement Administrator will send a postcard reminder to Settlement Class Members before the check void date. The settlement provides that, after the check void date, the Settlement Administrator will send any funds from

² *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 (“*Naranjo II*”). Although the Court addressed whether a good faith defense exists for the “knowing and intentional” requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the “willfulness” requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

³ *Id.* at 1077-81.

⁴ *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).

1 uncashed checks to Legal Aid at Work. Legal Aid at Work provides pro bono representation in
2 various areas including workers' rights. See <https://legalaidatwork.org/>. Neither myself nor my
3 firm has any interest in the governance or work of Legal Aid at Work.

4 **Suitability of the Settlement Class for Certification**

5 42. To date, no class has been certified. The Amended Stipulation reached among the
6 parties contains a provision pursuant to which we stipulate to the Court's provisional
7 certification of the settlement Class but do so for purposes of this settlement only.

8 43. As proposed Class Counsel, I believe that Plaintiff could successfully prove that
9 this action meets the requirements of class certification; however, I understand that Defendant's
10 counsel disagrees.

11 44. The proposed settlement Class is ascertainable. In this case, the members of the
12 proposed settlement Class are identifiable from Defendant's records. Further, the size of the
13 proposed Class is sufficiently numerous to warrant certification. According to Defendant's
14 records, the final Settlement Class Member count is 351.

15 45. Plaintiff contends that the proposed Class Members' claims all stem from a
16 common set of circumstances. All Class Members worked for Defendant worked for Defendant
17 as an interpreter at immigration courts in the State of California and were classified as an
18 independent contractor during the relevant time. Plaintiff contends that all Class Members were
19 subject to Defendant's classification policy and practice and its uniform practices and policies
20 regarding the payment of wages, overtime, meal periods, rest breaks, wage statements,
21 termination pay and expense reimbursement. Those uniform policies and practices are at the core
22 of Plaintiff's allegations that Defendant violated the Labor Code and create questions of law and
23 fact common to all Class Members. All the Class Members seek the same legal remedies under
24 the same state laws. Common questions regarding Defendant's classification of the interpreters
25 working for it and its pay policies and practices are among the key issues that will determine
26 Defendant's alleged liability to the proposed settlement Class. Plaintiff contends that common
27 questions will predominate over any individual questions that may arise. Under these
28 circumstances, the requirements that common questions of law and/or fact exist among the

1 proposed Class Members and will predominate over individual questions are satisfied for
2 purposes of certifying the Class for settlement.

3 46. Plaintiff Diaz, the proposed Class Representative, contends that she, like all the
4 Class Members, worked for Defendant as an interpreter at immigration courts in the State of
5 California and was classified as an independent contractor during the relevant time. Plaintiff
6 alleges that she was subject to Defendant's uniform policies and practices regarding regular and
7 overtime pay, meal periods, rest breaks, wage statements, termination pay, and expense
8 reimbursement. Thus, Plaintiff's claims and the Class Members' claims arise from the same
9 course of conduct.

10 47. Plaintiff also has demonstrated that she will aggressively and competently assert
11 the interests of the Class Members. Plaintiff has retained competent counsel experienced in
12 litigating class action claims in the wage and hour context.

13 **Class Representative Incentive Award/General Release Payment:**

14 48. It is appropriate to recognize the contribution of Plaintiff Diaz in prosecuting this
15 litigation. I believe it is fair and reasonable that Plaintiff receive a \$10,000 incentive award.
16 Plaintiff Diaz is the proposed Class Representative for the putative class members and she
17 actively and aggressively has represented them during this litigation. Plaintiff was an essential
18 element in the successful prosecution and ultimate settlement of this case and was always
19 available to provide her input on the litigation, gather evidence, and provide other information
20 that proved critical to the prosecution.

21 49. The proposed enhancement is fair given the amount of time and effort that
22 Plaintiff spent on assisting in the prosecution of this case and the personal hardship and pressure
23 faced because of filing this lawsuit against her former employer. In addition, Plaintiff Diaz will
24 provide a general release of her individual claims against Defendant, which is much broader than
25 the limited release that will apply to the Settlement Class Members. Plaintiff is providing a
26 declaration outlining her efforts on behalf of the Class Members with the motion for fees and
27 costs.
28

Attorneys' Fees and Costs:

50. Class Counsel is seeking a fee award of \$150,000, which is one-third of the total amount that Defendant is required to pay to fund the settlement. The percentage sought is reasonable because it is within the range for fee awards in similar common fund settlements and considering the risks Class Counsel undertook in accepting this case given its contingent nature, the quality of the representation we provided to the Class, the results achieved, and the preclusion of other employment, as discussed below.

51. Furthermore, the reasonableness of the percentage requested is confirmed by a cross-check under the lodestar method, as the following information regarding Keller Grover's hourly rates and time spent demonstrates.

52. Through January 20, 2026, attorneys at Keller Grover LLP spent a total of 227.4 hours litigating this case engaged in the litigation activities discussed above, along with other necessary tasks required to litigate the putative class action listed below. I expect that attorneys at Keller Grover will spend at least another 15 hours finalizing this motion, preparing for and participating in Final Approval Hearing, speaking with Settlement Class Members and dealing with settlement administration issues, both pre- and post-final approval. The necessary tasks in which the attorneys in my firm have engaged while litigating this action include:

- Drafted the Complaint and First Amended Complaint.
- Drafted the PAGA exhaustion letter.
- Drafted mediation information requests.
- Analyzed the mediation data produced by Defendant.
- Prepared damage calculations.
- Prepared for and attended the all-day mediation session.
- Drafted the long-form settlement agreement.
- Drafted the preliminary approval motion.
- Attended the hearing for the preliminary approval motion.
- Communicated with counsel for Defendant concerning all aspects of the litigation.

- Drafted the final approval motion.
- Worked extensively with the Court-approved Settlement Administrator.
- Communicated with Class Members.
- Communicated with Plaintiff throughout the litigation and settlement process.

53. The following chart summarizes the hours expended by Class Counsel at Keller Grover LLP in connection with this litigation through January 20, 2026:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ⁵	BILLING
Eric A. Grover	Partner	1988	\$1050	33.30	\$34,965.00
Elizabeth Acevedo	Sr. Associate	2003	\$750	18.60	\$13,950.00
Robert Spencer	Sr. Associate	2005	\$750	175.50	\$131,625.00
<u>Total Lodestar:</u>					<u>\$180,540.00</u>

54. The rates used to calculate our attorneys' fees in this case are our current 2025 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. We set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

⁵ The billing records are attached hereto as **Exhibits 5, 6 and 7**. In an exercise of billing judgment, some time entries were reduced or eliminated and the total time spent by each attorney has been rounded down to the nearest whole number.

1 55. My reasonable hourly rate for this matter is \$1,050 per hour. This rate is based on
2 my 37 years of experience and substantial involvement in class actions, including serving as lead
3 or co-lead counsel in scores of employment, consumer, and privacy class and representative
4 actions.

5 56. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern
6 California Gould School of Law and, throughout her career, has represented plaintiffs in
7 employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller
8 Grover for approximately 12 years through 2019 and continued to work for the firm in an Of
9 Counsel capacity until she returned full-time to the firm in 2022. Ms. Acevedo's current
10 reasonable hourly rate is \$750.

11 57. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los
12 Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in
13 representing plaintiffs in consumer, privacy, and employment class and representative actions.
14 Mr. Spencer's current reasonable hourly rate is \$750.

15 58. Keller Grover's rates are in line with Bay Area attorney rates and rates for class
16 action litigators across California.

17 59. Recent Northern District case law describing hourly rates by comparable
18 attorneys in similar complex class actions supports that Plaintiff's Counsel's fee request is within
19 the range of the Bay Area market. *See e.g., Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018)
20 No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (finding rates in wage and hour
21 class action between \$330 and \$890 to be reasonable); *Nitsch v. DreamWorks Animation SKG*
22 *Inc.* (N.D. Cal. June 5, 2017) No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis 86124, at *32-33
23 (finding rates of lead counsel between \$870 and \$1,200 per hour reasonable and rates between
24 \$275 and \$750 for other counsel to be reasonable); *O'Bannon v. NCAA* (N.D. Cal. July 13, 2015)
25 No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at * 14 (finding similar range of
26 hourly rates in 2015 from \$985 to \$250 for class counsel experienced in complex class actions to
27 be reasonable); *Williams v. SuperShuttle Int'l, Inc.* (N.D. Cal. Feb. 12, 2015) No. 12-CV-06493-
28 WHO, 2015 U.S. Dist. LEXIS 19341, at *5 (finding similar range of hourly rates in 2015 from

1 \$750 to \$325) for class counsel experienced in complex employment class actions to be
2 reasonable).

3 60. The following cases looking at rates between six and nine years ago also support
4 Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014) No. C 12-
5 01118 JSW, 2014 U.S. Dist. LEXIS 48540, at **4-5 (finding similar range of hourly rates (from
6 \$725 to \$415) for class counsel experienced in complex consumer class actions to be reasonable
7 and comparable to rates of attorneys doing similar work in the Bay Area community);
8 *Vedachalam v. Tata Consulting Serv. Ltd.* (N.D. Cal. July 18, 2013) No. C 06-0963 CW, 2013
9 U.S. Dist. LEXIS 100796, at *8 (finding similar range of hourly rates (from \$725 to \$425) of
10 class counsel experienced in complex employment and consumer class actions to be reasonable
11 and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.*
12 (N.D. Cal. Oct. 18, 2013) No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15
13 (approving similar range of hourly rates (from \$725 to \$395) in complex class action); *Greko v.*
14 *Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS
15 60114, at *35 (approving similar range of hourly rates (from \$700 to \$300) for attorneys
16 experienced in employment class action field); *Wren v. RGIS Inventory Specialists* (N.D. Cal.
17 April 01, 2011) 2011 U.S. Dist. LEXIS 38667, at **52-62 (approving similar range of hourly
18 rates (from \$725 to \$250) in complex employment class action, citing the multiple declarations
19 by counsel and other Bay Area plaintiffs' attorneys who affirmed the rates were at market).

20 61. Keller Grover's lodestar through January 20, 2026 is \$180,540.00.

21 62. Future work will incur approximately \$11,250 in lodestar. Including the
22 anticipated future work, the requested attorneys' fees of \$150,000 represents a negative 0.78
23 multiplier on the total anticipated final lodestar in excess of \$191,790.

24 63. Contingent Nature of Case and Risk to Counsel: Class Counsel anticipates that
25 this Court can appreciate that litigating a class action case against corporate defendants
26 represented by excellent law firms is not appealing to many lawyers, particularly when the
27 plaintiff's lawyers will have to finance the litigation. This case was taken on a contingency basis
28

1 and is not a case undertaken lightly. The risk of advancing costs in this type of litigation can be
2 quite a burden.

3 64. Even with my extensive experience litigating class action cases, prosecuting these
4 cases still carries a considerable amount of risk. This case involved significant uncertainty and
5 risk, both in not prevailing on the merits and in non-certification. Defendant disputes Plaintiff's
6 ability to certify a class, prove class-wide liability for any violations of California Labor Code,
7 and obtain an award of damages for the class. The parties therefore faced complicated legal
8 issues concerning class certification and establishing class liability.

9 65. Quality of Representation and Results Achieved: The nature of class action work
10 and the expertise of the attorneys in my firm also justify our hourly rates as well. I and the
11 attorneys who worked on this case have expertise in representing employees in similar class
12 actions and have provided the Settlement Class with an exceptional quality of representation.

13 66. Because of that experience, we were able to resolve the action efficiently and
14 fairly and obtain significant monetary benefits for the Settlement Class Members, as described
15 above. The success achieved by the settlement supports Class Counsel's fee request.

16 67. Only one Class Member opted-out and not a single class member objected. The
17 overwhelming rate of acceptance of the settlement by the Class Members supports Class
18 Counsel's fee request.

19 68. Preclusion of Other Work: A practice like ours can only properly litigate a limited
20 number of cases at one time. The requirements of this case were significant. Had we not reached
21 a settlement with Defendant, the demands of litigating this case would have required a
22 significant portion of our resources. Thus, we were precluded from taking other cases due to the
23 demands of this case.

24 69. Class Counsel is requesting a fee award that equals 33.33% of the total maximum
25 settlement value. This fee award is supported by a lodestar review and applicable case law. My
26 experience in class actions as well as my review of fee awards in similar actions support my
27 conclusion that the fee request is reasonable and in line with the common practice in this type of
28 case.

Class Counsel's Costs:

70. Keller Grover LLP's costs to date are \$12,277.64 and include mediation fees, expert consultant fees, filing fees, photocopies, legal research fees, vendor charges, and mailing charges. These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to incur additional costs of approximately \$300.00 through the rest of the case for filing fees and service costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit 8**.

71. Class Counsel is requesting a total of \$12,577.64 in costs.

72. Thus, Class Counsel is seeking \$150,000 in attorneys' fees and \$12,577.64 in costs, a total of \$162,577.64.

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 30th day of January 2026 at Palm Desert, California.


ERIC A. GROVER

EXHIBIT 1

1 ERIC A. GROVER (SBN 136080)
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10 **CONSTANGY, BROOKS, SMITH & PROPHETE LLP**

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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 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

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 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

1 Representative Incentive Award/General Release Payment, Class Counsel Award, and
2 Settlement Administration Costs. Plaintiff shall provide a courtesy draft of the motion
3 papers to Defense Counsel at least five calendar days before filing the documents.

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

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

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

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

27 S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary
28 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

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

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2 Agreement and its exhibits.

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5 and year set forth below.

6 **IT IS SO AGREED:**

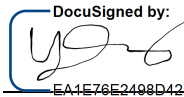
7
8 DATED: _____, 2025

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
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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 2

**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
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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 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Yesenia Diaz Plaintiff/Petitioner(s) VS. SOS INTERNATIONAL LLC Defendant/Respondent (s)	No. 24CV069862 Date: 09/23/2025 Time: 2:30 PM Dept: 21 Judge: Somnath Raj Chatterjee ORDER re: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by Yesenia Diaz (Plaintiff) CRS# 869407605224 filed by Yesenia Diaz (Plaintiff) on 09/16/2025
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The Motion re: Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement and Memorandum of Points and Authorities in Support Thereof filed by Yesenia Diaz on 06/20/2025 is Granted.

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

The order of 8/26/25 identified certain concerns. The filings on 9/16/25 addressed the concerns.

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of \$450,000. 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 (\$18,750 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.

ORDER re: Hearing on Motion - Other Motion for Preliminary Approval of
Class Action and PAGA Settlement; filed by Yesenia Diaz
(Plaintiff) CRS# 869407605224 filed by Yesenia Diaz
(Plaintiff) on 09/16/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

The proposed class notice form and procedure are adequate.

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 appropriate. The PAGA release does not release claims by the aggrieved employees. 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 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 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.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

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 2/24/26.

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.)

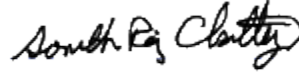
The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 09/23/2025

A handwritten signature in black ink, appearing to read "Somnath Raj Chatterjee". The signature is fluid and cursive, with the first name "Somnath" and last name "Chatterjee" clearly distinguishable.

Somnath Raj Chatterjee / Judge

EXHIBIT 4

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
 ROBERT W. SPENCER (SBN 238491)
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KELLER GROVER LLP
 1965 Market Street
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 Facsimile: (415) 543-7861

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*

**[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: 2869407605224

Complaint filed: April 2, 2024

FAC filed: June 25, 2024

Trial Date: TBD

FILED
 Superior Court of California
 County of Alameda
 11/13/2025
 Chad Fike, Executive Officer / Clerk of the Court
 By:  Deputy
 B. Mercado

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

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

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

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

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

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

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

26 7. The Court preliminarily finds, for purposes of this settlement only, that the Class
27 Representative and Class Counsel fairly and adequately represent and protect the interests of the
28 absent Class Members.

1 8. The Court approves and appoints Phoenix Settlement Administrators to serve as the
2 Settlement Administrator and directs Phoenix Settlement Administrators to carry out all duties and
3 responsibilities of the Settlement Administrator specified in the Stipulation.

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

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

22 11. No later than 21 calendar days after this Order is entered by the Court, according
23 to the terms set forth in the Stipulation, Defendant shall provide the Settlement Administrator with
24 all of the following information about each Class member in Microsoft Excel spreadsheet format
25 (the “Aggrieved Interpreter Data”): (i) each Aggrieved Interpreter full name; (ii) each Aggrieved
26 Interpreter’s last-known address; (iii) each Aggrieved Interpreter’s Social Security Number; and
27 (iv) the number of pay periods worked by each Aggrieved Interpreter during the PAGA Period.

28 12. No later than 14 calendar days after receiving the Class Data and Aggrieved

1 Interpreters Data from Defendant, the Settlement Administrator shall send Class Members and
2 Aggrieved Interpreters the Court-approved Notice by first-class mail to their last known addresses.
3 The Settlement Administrator will perform address updates and verifications as necessary prior to
4 the first mailing.

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

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

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

18 16. Any Class Member who seeks exclusion from the Class must send a signed, written
19 request to be excluded from the settlement ("Request for Exclusion") via mail that must be
20 postmarked no later than 45 days after the date the Notice is first mailed by the Settlement
21 Administrator (the "Response Deadline"), as described in section III.L.7 of the Stipulation. The
22 postmark date on the Request for Exclusion envelope shall be the exclusive means used to
23 determine whether the Request for Exclusion was timely submitted. The Request for Exclusion
24 (1) must contain the name, address, and the last four digits of the Social Security Number of the
25 person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by
26 the Response Deadline and returned to the Settlement Administrator at the specified address; and
27 (4) must contain a typewritten or handwritten notice stating, in substance, as follows: "I wish to
28 opt out of the Settlement of the class action lawsuit entitled *Diaz v. SOS International LLC*."

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

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

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

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

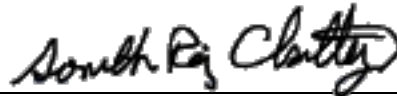
21. Pending the final determination of whether the settlement should be approved, all proceedings in the action, except as necessary to implement the settlement or comply with the terms of the Stipulation or this Order, are hereby stayed.

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

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

IT IS SO ORDERED.

Dated: 11/13/2025, 2025



HON. SOMNATH RAJ CHATTERJEE
JUDGE OF THE SUPERIOR COURT
S. Raj Chatterjee / Judge

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):

[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

Constangy, 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

EXHIBIT 5

SOS International, 12615-1001
Billing Details by Matter
Inception - 01/20/2026, Eric Grover

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
12/26/2023	Eric Grover	1,050.00	0.5	\$525.00	Review client documents and email R Spencer re drafting PAGA letter and complaint.
01/17/2024	Eric Grover	1,050.00	0.8	\$840.00	Review and revise PAGA letter.
03/28/2024	Eric Grover	1,050.00	2.5	\$2,625.00	Review and revise draft complaint and email R Spencer re same.
04/02/2024	Eric Grover	1,050.00	0.3	\$315.00	Review case management order.
04/24/2024	Eric Grover	1,050.00	0.3	\$315.00	Pc/ defense counsel re responsive pleading.
04/26/2024	Eric Grover	1,050.00	0.5	\$525.00	Review email from defense counsel with arbitration agreement and emails with team re same.
05/07/2024	Eric Grover	1,050.00	0.3	\$315.00	Email defense counsel re case issues.
05/08/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails re status call.
05/09/2024	Eric Grover	1,050.00	0.3	\$315.00	Pc/ defense counsel re mediation.
06/03/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails with defense counsel re possible mediation and amended complaint.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
06/06/2024	Eric Grover	1,050.00	0.2	\$210.00	Emails re mediation and responsive pleading.
06/07/2024	Eric Grover	1,050.00	0.1	\$105.00	Email re responsive pleading.
06/21/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails with defense counsel and R Spencer re amended complaint.
06/24/2024	Eric Grover	1,050.00	1.5	\$1,575.00	Review, revise and approve FAC and emails with R spencer re same.
07/03/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails with defense counsel re mediation.
07/15/2024	Eric Grover	1,050.00	0.2	\$210.00	Emails re mediation.
07/16/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails re mediation.
07/18/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails re mediation.
07/22/2024	Eric Grover	1,050.00	0.2	\$210.00	Mediation emails.
07/29/2024	Eric Grover	1,050.00	0.4	\$420.00	Emails re mediation; review answer to FAC.
07/30/2024	Eric Grover	1,050.00	0.2	\$210.00	Emails re mediation.
08/08/2024	Eric Grover	1,050.00	0.2	\$210.00	Review email from mediator.
08/19/2024	Eric Grover	1,050.00	0.4	\$420.00	Review and approve draft CMC stipulation and email defense counsel re same.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
08/20/2024	Eric Grover	1,050.00	0.3	\$315.00	Emails with defense counsel re stipulation; finalize and file stipulation.
09/02/2024	Eric Grover	1,050.00	1.3	\$1,365.00	Review and revise mediation information request.
09/04/2024	Eric Grover	1,050.00	0.3	\$315.00	Review cmc order; review email from R Spencer re mediation information request
09/06/2024	Eric Grover	1,050.00	0.1	\$105.00	Emails re mediation
12/05/2024	Eric Grover	1,050.00	0.2	\$210.00	Emails re mediation.
12/27/2024	Eric Grover	1,050.00	0.1	\$105.00	Discuss mediation information status with R Spencer.
02/03/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re status of mediation information from defendant.
02/05/2025	Eric Grover	1,050.00	0.1	\$105.00	Mediation related email.
02/12/2025	Eric Grover	1,050.00	0.1	\$105.00	Review email re mediation data.
02/17/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re mediation information request.
02/19/2025	Eric Grover	1,050.00	0.2	\$210.00	Mediation related emails.
02/20/2025	Eric Grover	1,050.00	0.3	\$315.00	Multiple emails re mediation information issues.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
02/26/2025	Eric Grover	1,050.00	0.2	\$210.00	Several emails re mediation information.
02/28/2025	Eric Grover	1,050.00	0.3	\$315.00	Emails re mediation data.
03/05/2025	Eric Grover	1,050.00	0.4	\$420.00	Emails and pc/ R Spencer re mediation data.
03/06/2025	Eric Grover	1,050.00	0.3	\$315.00	Review mediation related emails.
03/07/2025	Eric Grover	1,050.00	0.3	\$315.00	Multiple emails re mediation.
03/10/2025	Eric Grover	1,050.00	0.3	\$315.00	Multiple emails re mediation data and brief.
03/11/2025	Eric Grover	1,050.00	0.8	\$840.00	Review and approve mediation brief.
03/13/2025	Eric Grover	1,050.00	1.9	\$1,995.00	Review newly produced mediation documents.
03/17/2025	Eric Grover	1,050.00	1.0	\$1,050.00	Prepare for mediation; multiple emails with R Spencer re same.
03/18/2025	Eric Grover	1,050.00	2.0	\$2,100.00	Multiple pc/s and email with R Spencer re mediation during the day.
03/19/2025	Eric Grover	1,050.00	0.1	\$105.00	Emails with defense counsel re mediation follow up.
03/21/2025	Eric Grover	1,050.00	0.4	\$420.00	Pc/ defense counsel re settlement.
03/24/2025	Eric Grover	1,050.00	0.2	\$210.00	Pc/ R Spencer re settlement issues.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
03/25/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re settlement.
03/28/2025	Eric Grover	1,050.00	0.3	\$315.00	Emails re mediator's proposal and settlement .
04/02/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re MOU.
04/11/2025	Eric Grover	1,050.00	2.6	\$2,730.00	Review and revise draft settlement agreement; discuss several issues in draft with R Spencer.
05/09/2025	Eric Grover	1,050.00	0.4	\$420.00	Emails re settlement agreement issues and discuss same with R Spencer.
05/16/2025	Eric Grover	1,050.00	0.6	\$630.00	Review defendant's comments to settlement agreement and emails with R Spencer re same.
05/20/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re settlement agreement.
05/21/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re settlement agreement.
05/27/2025	Eric Grover	1,050.00	0.2	\$210.00	Settlement related emails.
06/09/2025	Eric Grover	1,050.00	1.7	\$1,785.00	Review and revise draft preliminary approval motion and discuss same with R Spencer.
06/10/2025	Eric Grover	1,050.00	0.1	\$105.00	Review cmc order.
06/17/2025	Eric Grover	1,050.00	0.4	\$420.00	Emails re settlement documents and discuss with R Spencer.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
06/18/2025	Eric Grover	1,050.00	0.4	\$420.00	Review and revise updated Grover declaration and discuss with R Spencer.
06/24/2025	Eric Grover	1,050.00	0.4	\$420.00	Emails re moving cmc.
08/25/2025	Eric Grover	1,050.00	0.4	\$420.00	Review preliminary approval tentative.
08/26/2025	Eric Grover	1,050.00	0.4	\$420.00	Emails re preliminary approval tentative and discuss same with R. Spencer.
09/03/2025	Eric Grover	1,050.00	0.7	\$735.00	Review and revise draft amended settlement stipulation and related pleadings.
09/10/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re supplemental filing.
09/10/2025	Eric Grover	1,050.00	0.2	\$210.00	Emails re supplemental filing.
10/24/2025	Eric Grover	1,050.00	0.4	\$420.00	Emails with administrator re finalizing calculations and class notice.
10/28/2025	Eric Grover	1,050.00	0.1	\$105.00	Email from administrator confirming class mailing.
11/17/2025	Eric Grover	1,050.00	0.1	\$105.00	Review weekly report.
11/21/2025	Eric Grover	1,050.00	0.1	\$105.00	Review weekly report.
12/01/2025	Eric Grover	1,050.00	0.1	\$105.00	Review weekly report.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
12/05/2025	Eric Grover	1,050.00	0.1	\$105.00	Review weekly report.
12/12/2025	Eric Grover	1,050.00	0.1	\$105.00	Review weekly report.
01/13/2026	Eric Grover	1,050.00	0.2	\$210.00	Emails re preparation of final approval motion.
Total:			33.30	\$34965.00	

EXHIBIT 6

SOS International, 12615-1001**Billing Details by Matter**

Inception - 01/20/2026, Elizabeth Acevedo

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
05/19/2025	Elizabeth Acevedo	750.00	4.5	\$3,375.00	Draft motion for preliminary approval of class and PAGA action settlement.
05/20/2025	Elizabeth Acevedo	750.00	2.0	\$1,500.00	Draft motion for preliminary approval of class and PAGA action settlement.
01/14/2026	Elizabeth Acevedo	750.00	6.1	\$4,575.00	Draft motion for final approval of class and PAGA action settlement, motion for attorneys' fees and costs and accompanying documents.
01/15/2026	Elizabeth Acevedo	750.00	6.0	\$4,500.00	Draft motion for final approval of class and PAGA action settlement, motion for attorneys' fees and costs and accompanying documents.
Total:			18.60	\$13,950.00	

EXHIBIT 7

SOS International, 12615-1001**Billing Details by Matter**

Inception - 01/20/2026, Robert Spencer

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
01/04/2024	Robert Spencer	750.00	1.5	\$1,125.00	Review client documents.
01/04/2024	Robert Spencer	750.00	1.3	\$975.00	Interview Plaintiff regarding PAGA letter.
01/15/2024	Robert Spencer	750.00	4.5	\$3,375.00	Legal research into exceptions to ABC test; draft PAGA letter.
01/16/2024	Robert Spencer	750.00	1.0	\$750.00	Telephone call with Plaintiff; review and edit PAGA letter.
01/16/2024	Robert Spencer	750.00	1.0	\$750.00	Edit PAGA letter.
01/17/2024	Robert Spencer	750.00	2.0	\$1,500.00	Additional legal research regarding interpreter" exception to ABC test; edit PAGA letter accordingly."
01/17/2024	Robert Spencer	750.00	0.5	\$375.00	Review edits to PAGA letter with Plaintiff.
02/27/2024	Robert Spencer	750.00	0.2	\$150.00	E-mail and telephone Plaintiff.
03/26/2024	Robert Spencer	750.00	1.5	\$1,125.00	Finalize and file PAGA letter; update E. Grover.
03/27/2024	Robert Spencer	750.00	7.5	\$5,625.00	Draft complaint.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
04/01/2024	Robert Spencer	750.00	3.5	\$2,625.00	Finalize complaint; review with Plaintiff; draft complaint package; file same.
04/26/2024	Robert Spencer	750.00	4.5	\$3,375.00	Draft first amended complaint; send to E. Grover for review.
04/26/2024	Robert Spencer	750.00	0.2	\$150.00	Telephone call with Plaintiff.
06/24/2024	Robert Spencer	750.00	3.0	\$2,250.00	Create new draft of FAC including both PAGA and class claims; send to E. Grover for review.
06/25/2024	Robert Spencer	750.00	1.0	\$750.00	Finalize and file FAC
06/26/2024	Robert Spencer	750.00	0.2	\$150.00	Upload FAC to LWDA.
06/26/2024	Robert Spencer	750.00	0.2	\$150.00	Telephone call with Plaintiff.
07/30/2024	Robert Spencer	750.00	5.0	\$3,750.00	Draft mediation information request.
08/01/2024	Robert Spencer	750.00	0.2	\$150.00	Calendar mediation and deadlines; review correspondence from mediator.
08/15/2024	Robert Spencer	750.00	4.0	\$3,000.00	Draft mediation information request.
08/16/2024	Robert Spencer	750.00	3.0	\$2,250.00	Draft mediation information request; send to E. Grover for review.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
08/16/2024	Robert Spencer	750.00	2.0	\$1,500.00	Draft stipulation and proposed order to continue cmc.
08/19/2024	Robert Spencer	750.00	3.0	\$2,250.00	Draft stipulation to vacate class certification hearing and send to E. Grover for review.
09/04/2024	Robert Spencer	750.00	0.2	\$150.00	Telephone call with Plaintiff.
09/06/2024	Robert Spencer	750.00	1.0	\$750.00	Finalize mediation information request.
12/02/2024	Robert Spencer	750.00	0.3	\$225.00	Email opposing counsel.
12/19/2024	Robert Spencer	750.00	2.0	\$1,500.00	Prepare for and participate in conference call with opposing counsel.
02/17/2025	Robert Spencer	750.00	8.0	\$6,000.00	Draft mediation brief; assemble exhibits.
02/19/2025	Robert Spencer	750.00	0.2	\$150.00	Emails with opposing counsel.
02/20/2025	Robert Spencer	750.00	1.5	\$1,125.00	Review file for drafting mediation brief and phone call with opposing counsel.
02/20/2025	Robert Spencer	750.00	0.5	\$375.00	Phone call with opposing counsel.
02/26/2025	Robert Spencer	750.00	5.0	\$3,750.00	Draft mediation brief.
02/26/2025	Robert Spencer	750.00	0.2	\$150.00	Emails with opposing counsel.
02/27/2025	Robert Spencer	750.00	8.0	\$6,000.00	Draft mediation brief.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
02/28/2025	Robert Spencer	750.00	5.0	\$3,750.00	Draft and edit mediation brief.
03/10/2025	Robert Spencer	750.00	6.0	\$4,500.00	Edit mediation brief based on additional documents produced.
03/11/2025	Robert Spencer	750.00	6.0	\$4,500.00	Finalize and file mediation brief.
03/14/2025	Robert Spencer	750.00	7.0	\$5,250.00	Review additional documents produced by Defendant.
03/14/2025	Robert Spencer	750.00	1.0	\$750.00	Do damage calculation for mediation.
03/14/2025	Robert Spencer	750.00	0.4	\$300.00	Telephone call with Plaintiff.
03/17/2025	Robert Spencer	750.00	0.5	\$375.00	Review and respond to emails from Plaintiff; telephone call with Plaintiff, provide Plaintiff additional information from prior case against SOSi.
03/17/2025	Robert Spencer	750.00	3.5	\$2,625.00	Draft settlement agreement.
03/17/2025	Robert Spencer	750.00	2.5	\$1,875.00	Prepare for mediation.
03/18/2025	Robert Spencer	750.00	8.0	\$6,000.00	Prepare for and participate in mediation.
03/25/2025	Robert Spencer	750.00	0.2	\$150.00	Reach out to mediator regarding settlement.
03/28/2025	Robert Spencer	750.00	0.3	\$225.00	Texts with Plaintiff.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
03/28/2025	Robert Spencer	750.00	0.1	\$75.00	Respond to emails regarding mediators proposal; accept after reviewing with Plaintiff and update E. Grover.
03/31/2025	Robert Spencer	750.00	2.0	\$1,500.00	Draft MOU; email administrators to get bids.
03/31/2025	Robert Spencer	750.00	0.4	\$300.00	Several Text messages with Plaintiff.
04/01/2025	Robert Spencer	750.00	0.2	\$150.00	Obtain bids for claims administration.
04/02/2025	Robert Spencer	750.00	0.2	\$150.00	Telephone call with opposing counsel.
04/07/2025	Robert Spencer	750.00	0.2	\$150.00	Telephone call with Plaintiff.
04/07/2025	Robert Spencer	750.00	7.0	\$5,250.00	Draft settlement agreement.
04/08/2025	Robert Spencer	750.00	1.0	\$750.00	Proofread settlement agreement; send to E. Grover for review.
04/11/2025	Robert Spencer	750.00	1.0	\$750.00	Review E. Grover's changes to settlement agreement; enter changes and send to opposing counsel.
05/13/2025	Robert Spencer	750.00	0.1	\$75.00	Email opposing counsel.
05/14/2025	Robert Spencer	750.00	0.2	\$150.00	Email opposing counsel.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
05/16/2025	Robert Spencer	750.00	1.5	\$1,125.00	Review Defendant's changes to settlement agreement; edit; send same to E. Grover for review; send same to opposing counsel.
05/21/2025	Robert Spencer	750.00	0.5	\$375.00	Prepare for and participate in telephone call with opposing counsel.
06/02/2025	Robert Spencer	750.00	0.2	\$150.00	Receive Plaintiff's signature on settlement agreement; add my signature; save to system.
06/05/2025	Robert Spencer	750.00	6.0	\$4,500.00	Edit SOSi preliminary approval motion; send to E. Grover for review.
06/09/2025	Robert Spencer	750.00	5.0	\$3,750.00	Receive edits from E. Grover on preliminary approval papers; edit accordingly and insert citations; check for hearing dates; email same to opposing counsel.
06/17/2025	Robert Spencer	750.00	2.0	\$1,500.00	Review email from opposing counsel as well as comments for motion.
06/18/2025	Robert Spencer	750.00	6.0	\$4,500.00	Edit preliminary approval papers; send redlines to opposing counsel; receive approval and have staff put motion in final.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
06/19/2025	Robert Spencer	750.00	1.0	\$750.00	Review staff's formatting of preliminary approval motion.
06/20/2025	Robert Spencer	750.00	2.0	\$1,500.00	Review preliminary approval final papers; have staff make edits; upload to lwda, have staff file and serve.
08/21/2025	Robert Spencer	750.00	0.2	\$150.00	Do notice of remote appearance.
08/24/2025	Robert Spencer	750.00	0.5	\$375.00	Prepare for preliminary approval hearing.
08/26/2025	Robert Spencer	750.00	0.8	\$600.00	Review tentative opinion; emails with opposing counsel.
08/26/2025	Robert Spencer	750.00	0.2	\$150.00	Telephone call with Plaintiff.
08/29/2025	Robert Spencer	750.00	3.0	\$2,250.00	Draft supplemental filing re preliminary approval.
09/01/2025	Robert Spencer	750.00	2.0	\$1,500.00	Draft supplemental briefing for preliminary approval.
09/02/2025	Robert Spencer	750.00	1.5	\$1,125.00	Proof supplemental filing in support of preliminary approval; revise proposed order; send to E. Grover for review.
09/03/2025	Robert Spencer	750.00	1.0	\$750.00	Review E. Grover's edits to supplemental preliminary approval papers; accept edits; send to opposing counsel for review.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
09/04/2025	Robert Spencer	750.00	0.5	\$375.00	Put together clean copy of amended settlement agreement; send to opposing counsel; review emails.
09/10/2025	Robert Spencer	750.00	0.3	\$225.00	Telephone Plaintiff; email amended settlement and declaration.
09/11/2025	Robert Spencer	750.00	0.5	\$375.00	Telephone call with Plaintiff.
09/12/2025	Robert Spencer	750.00	0.3	\$225.00	Review emails.
09/15/2025	Robert Spencer	750.00	0.2	\$150.00	Review emails from opposing counsel.
09/16/2025	Robert Spencer	750.00	2.5	\$1,875.00	Finalize and file supplemental declarations in support of preliminary approval.
09/17/2025	Robert Spencer	750.00	0.1	\$75.00	Review emails.
09/23/2025	Robert Spencer	750.00	0.2	\$150.00	Emails with opposing counsel.
11/11/2025	Robert Spencer	750.00	0.5	\$375.00	Telephone calls with class members.
12/04/2025	Robert Spencer	750.00	0.2	\$150.00	Respond to email from class member.
01/14/2026	Robert Spencer	750.00	0.3	\$225.00	Discuss final approval with E. Acevedo.

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION
01/15/2026	Robert Spencer	750.00	2.0	\$1,500.00	Draft Plaintiff declaration in support of final approval; review time records in order to draft same.
01/16/2026	Robert Spencer	750.00	0.5	\$375.00	Telephone call with Plaintiff regarding declaration in support of final approval.
01/16/2026	Robert Spencer	750.00	1.5	\$1,125.00	Review and edit fee motion.
01/19/2026	Robert Spencer	750.00	2.0	\$1,500.00	Edit final approval papers.
Total:			175.50	\$131625.00	

EXHIBIT 8

Keller Grover
SOS International Transaction Detail by Account
All Dates

Date	Name	Class	Amount
Case Expenses Receivable			
\$Consultant			
03/11/2025	Anna Tom	SOS International	250.00
Total for \$Consultant			\$ 250.00
\$Filing & Court Fees			
04/02/2024	One Legal, Inc.	SOS International	1,499.88
04/10/2024	One Legal, Inc.	SOS International	41.18
04/19/2024	One Legal, Inc.	SOS International	22.55
06/26/2024	One Legal, Inc.	SOS International	22.55
08/20/2024	One Legal, Inc.	SOS International	43.14
08/21/2024	One Legal, Inc.	SOS International	53.02
06/13/2025	One Legal, Inc.	SOS International	48.42
06/13/2025	One Legal, Inc.	SOS International	61.95
06/20/2025	One Legal, Inc.	SOS International	87.76
06/24/2025	One Legal, Inc.	SOS International	89.72
07/18/2025	One Legal, Inc.	SOS International	26.74
08/21/2025	One Legal, Inc.	SOS International	26.74
09/17/2025	One Legal, Inc.	SOS International	26.74
09/17/2025	One Legal, Inc.	SOS International	87.76
09/22/2025	Public Portal Transportation	SOS International	1.00
09/22/2025	Public Portal Transportation	SOS International	1.00
09/24/2025	Public Portal Transportation	SOS International	4.00
09/24/2025	Public Portal Transportation	SOS International	3.00
09/25/2025	One Legal, Inc.	SOS International	26.74
Total for \$Filing & Court Fees			\$ 2,173.89
\$General			
03/27/2024	DLSE PAGA	SOS International	75.00
Total for \$General			\$ 75.00
\$Meals			
06/11/2025	Joey Gonzalez	SOS International	10.99
Total for \$Meals			\$ 10.99
\$Mediation Fee			
12/09/2024	JAMS, Inc.	SOS International	10,500.00
04/30/2025	JAMS, Inc.	SOS International	-1,000.00
Total for \$Mediation Fee			\$ 9,500.00
\$Photocopies			
01/20/2026		SOS International	126.60
Total for \$Photocopies			\$ 126.60
\$Postage			
04/30/2024		SOS International	18.34

07/31/2024		SOS International	2.83
Total for \$Postage			\$ 21.17
\$Research			
02/08/2024	LexisNexis, RELX Inc.	SOS International	14.79
04/08/2024	LexisNexis, RELX Inc.	SOS International	4.80
05/08/2024	LexisNexis, RELX Inc.	SOS International	2.14
03/10/2025	LexisNexis, RELX Inc.	SOS International	36.55
04/08/2025	LexisNexis, RELX Inc.	SOS International	5.64
06/09/2025	LexisNexis, RELX Inc.	SOS International	0.77
07/08/2025	LexisNexis, RELX Inc.	SOS International	55.30
Total for \$Research			\$ 119.99
Total for Case Expenses Receivable			\$ 12,277.64

Tuesday, Jan 20, 2026 09:17:07 AM GMT-8

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):

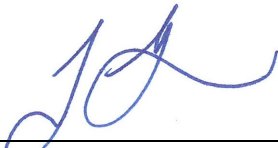
DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

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

Ken Sulzer, Esq.
Regina Musolino, Esq.
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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