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YESENIA DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND 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

**ORDER GRANTING MOTIONS FOR
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
AWARD OF REASONABLE
ATTORNEYS' FEES AND COSTS, CLASS
REPRESENTATIVE INCENTIVE
AWARD/GENERAL RELEASE
PAYMENT, AND SETTLEMENT
ADMINISTRATION FEES; JUDGMENT**

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

These matters having come before the Court on February 24, 2026, for final approval of the parties' Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Amended Stipulation"), entered into by Plaintiff Yesenia Diaz ("Plaintiff" or "Class Representative") and SOS International LLC ("Defendant"), due and adequate notice having been given to the Class Members as required by the September 23, 2025 Order re: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement and the November 13, 2025 Order Granting Motion for Preliminary Approval of Class and PAGA Action Settlement (collectively, the "Preliminary Approval Order") and the Court, having considered all the papers filed and proceedings herein, having received no objections to the settlement, having determined that the settlement is fair, adequate and reasonable, and otherwise being fully informed, **IT IS HEREBY ORDERED:**

1. All capitalized terms used herein shall have the same meanings as given them in the Amended Stipulation, which is attached as **Exhibit 1** to the Declaration of Eric A. Grover filed on January 29, 2026, and incorporated herein by reference.

2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including all Settlement Class Members.

3. The Court hereby unconditionally certifies the following class for settlement purposes only: "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 confirmed as the period from and including March 26, 2023, through May 17, 2025. For the PAGA claims, the "Aggrieved Interpreters" are "all persons who are or were working for Defendant as interpreters at immigration courts in the State of California any time within the PAGA Period and were classified as independent contractors." The PAGA Period is the period from and including March 26, 2023, through May 17, 2025. While the Amended Stipulation allows an alternative end date for both the Class Period and PAGA Period 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. All but one Aggrieved Interpreters are also Class Members because there is only a single opt-out of

1 participation in the class action portion of the Settlement.

2 4. Distribution of notice of the settlement directed to the Class Members as set
3 forth in the Amended Stipulation was completed in conformity with the Preliminary Approval
4 Order. The class notice program set forth in the Amended Stipulation and completed in
5 conformity with the Preliminary Approval Order provided due and adequate notice of the nature
6 of the case, the proposed settlement, and the other matters set forth in the Preliminary Approval
7 Order. The notice program provided adequate and appropriate notice to persons entitled to
8 notice of the settlement and therefore fully satisfied the requirements of due process. There is a
9 single opt-out. Accordingly, all Class Members are Settlement Class Members covered by and
10 included within the settlement and within this Order granting final approval and judgment (the
11 “Final Approval Order and Judgment”).

12 5. No Class Member objected to the settlement or the proposed award of attorneys’
13 fees, costs, or the Class Representative Incentive Award/General Release Payment, and based
14 on the record as a whole, the Court hereby affirms the findings in the Preliminary Approval
15 Order and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs
16 the parties to effectuate the settlement according to the terms set forth in the Amended
17 Stipulation and this Final Approval Order and Judgment. The Court finds that the settlement
18 has been reached as a result of intensive, serious, and non-collusive arm’s-length negotiations.
19 In granting final approval of the Amended Stipulation, the Court considered the nature of the
20 claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
21 proceeds among the Settlement Class Members, and the fact that a settlement represents a
22 compromise of the Parties’ respective positions rather than the result of a finding of liability at
23 trial. Additionally, the Court finds that the terms of the Amended Stipulation have no obvious
24 deficiencies and do not improperly grant preferential treatment to any individual Class Member.

25 6. The Court approves the settlement of the California Labor Code §§ 2698, *et seq.*
26 claims alleged in the Action. In accordance with California Labor Code section 2699(i), 75%
27 of the \$25,000 PAGA Payment (*i.e.*, \$18,750) shall be paid to the LWDA in accordance with
28 the terms of the Amended Stipulation. The remaining 25% of the PAGA Payment (*i.e.*, \$6,250)

1 shall be distributed to the Aggrieved Interpreters in accordance with the terms of the Amended
2 Stipulation.

3 7. Pursuant to the Amended Stipulation, Plaintiff and all Settlement Class Members
4 release all Released Claims against the Released Parties. Plaintiff, as a representative acting as
5 a proxy or agent of the LWDA, also agrees to release all PAGA Released Claims against the
6 Released Parties.

7 8. As noted, the Court finds the terms of the settlement to be fair, reasonable, and
8 adequate. Within 21 calendar days of the Effective Date, Defendant shall deposit with the
9 Court-approved Settlement Administrator, Phoenix Settlement Administrators, the Maximum
10 Settlement Amount of \$450,000. Phoenix shall disburse the settlement funds in accordance with
11 this Final Approval Order and Judgment and the terms of the Amended Stipulation.

12 9. The Court hereby confirms Eric A. Grover and Robert W. Spencer of Keller
13 Grover LLP as Class Counsel.

14 10. Pursuant to the terms of the Amended Stipulation, Labor Code § 2699(g)(1) and
15 the authorities, evidence, and argument set forth in Class Counsel's application, an award of
16 attorneys' fees of \$150,000 as final payment for and complete satisfaction of all attorneys' fees
17 owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls
18 within the range of reasonableness and that the result achieved justifies the award. The payment
19 of fees to Class Counsel shall be made in accordance with the terms of the Amended
20 Stipulation. The amount of \$15,000, which is 10% of the fee award, must be held by the
21 Settlement Administrator until the Compliance Hearing discussed in paragraph 15 below.

22 11. Pursuant to the terms of the Amended Stipulation and the authorities, evidence,
23 and argument set forth in Class Counsel's application, an award of costs of \$12,577.64 as
24 payment for litigation costs incurred by Class Counsel is hereby granted. The payment of costs
25 to Class Counsel shall be made in accordance with the terms of the Amended Stipulation.

26 12. The Court hereby confirms its prior approval of Plaintiff Yesenia Diaz as the
27 Class Representative and orders payment in the amount of \$10,000 to the Class Representative
28 for her service representing the Class and for her general release of her individual claims. The

1 payment of the Class Representative Incentive Award/General Release Payment shall be made
2 in accordance with the terms of the Amended Stipulation.

3 13. The Court approves the payment of \$7,000 to Phoenix Settlement
4 Administrators for its settlement administration services in this matter in accordance with the
5 terms of the Amended Stipulation.

6 14. The Court approves the payment of the entire Net Settlement Amount to
7 Settlement Class Members in accordance with the terms of the Amended Stipulation.

8 15. The Court sets a compliance hearing to confirm full administration of the
9 settlement in accordance with the Amended Stipulation and the terms of this Final Approval
10 Order and Judgment. The compliance hearing is set for _____, 2026 at _____m. in
11 Department 21. The Court shall approve the distribution of any residual funds at the time of the
12 compliance hearing. Class Counsel shall submit a compliance report five court days prior to the
13 compliance hearing.

14 16. If this settlement does not become final and effective in accordance with the
15 terms of the Amended Stipulation, this Final Approval Order and Judgment and all orders
16 entered in connection herewith, shall be vacated and shall have no further force or effect.

17 17. Neither the Final Approval Order nor the Judgment in paragraph 18 below nor
18 the Amended Stipulation is, may be construed as, or may be used as, an admission or
19 concession by or against the Defendant, or any of the other Released Parties (as defined in the
20 Amended Stipulation) of the validity of any claim or any actual or potential fault, wrongdoing
21 or liability.

22 18. Pursuant to Rule 3.769(h), California Rules of Court, the Court hereby enters
23 Judgment in this action; provided, however, that without affecting the finality of the settlement
24 or the Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction
25 over the Action and the parties, including all Settlement Class Members, for purposes of
26 enforcing and interpreting the Final Approval Order, the Amended Stipulation, and the
27 settlement funding and claims distribution process established therein.
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IT IS SO ORDERED.

Dated: _____, 2026

HON. SOMNATH RAJ CHATTERJEE
JUDGE OF THE SUPERIOR COURT

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):

ORDER GRANTING MOTIONS FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION FEES; JUDGMENT

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

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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