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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN JOSE DIVISION**

14
15 SHARON OLIVEIRA, and SIMONE
16 FRANCO DE ANDRADE BOYCE,
17 individually and on behalf of
18 themselves and all others similarly
situated,

19 Plaintiffs,

20 vs.

21 LANGUAGE LINE SERVICES,
22 INC., a Delaware corporation, ON
23 LINE INTERPRETERS, INC., a
24 Delaware corporation, and DOES 1
through 10, inclusive,

25 Defendants.
26

Case No. 5:22-CV-02410-PCP

CLASS ACTION

**CLASS AND COLLECTIVE
ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Judge: Hon. P. Casey Pitts
Courtroom: 8 (4th Floor)

Magistrate: Hon. Virginia K. DeMarchi
Courtroom: 2 (5th Floor)

Trial Date: Not Set
Complaint Filed: April 18, 2022
FAC Filed: January 23, 2023

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1 5. **“Approved Service Awards”** means the Court-approved amount of
2 service awards to be divided among the Named Plaintiffs and Opt-In Plaintiffs for
3 initiating the Action and providing services in support of the Action in an amount not
4 to exceed Twenty Five Thousand Dollars and No Cents (\$25,000.00) in total.

5 6. **“California Class”** or **“California Class Members”** means Plaintiffs and
6 all current and former employees employed by LLS or OLI as Interpreters , or similarly
7 titled employees, with a home address in the State of California according to
8 Defendants’ records and who worked as non-exempt hourly-paid employees at any time
9 during the California Class Period.

10 7. **“California Class Period”** means the period of time from April 18, 2018
11 through April 1, 2024 or preliminary approval, whichever occurs first.

12 8. **“California Notice”** means the notice of settlement to be distributed to
13 the California Class, including all members of the FLSA Collective who worked as
14 Interpreters in the State of California during the FLSA Collective Period, substantially
15 in the form of **Exhibit A** attached hereto or as approved by the Court.

16 9. **“California Settlement Class”** or **“California Settlement Class**
17 **Members”** means California Class Members means an Interpreter employment by
18 Defendants with a home address in the State of California according to Defendants’
19 records and who does not validly exclude themselves from this Settlement.

20 10. **“Class/Collective Members”** means all members of the FLSA Collective,
21 the California Class and/or Aggrieved Employees.

22 11. **“Class Counsel”** means Shant A. Karnikian, Jerusalem F. Beligan, and
23 Sheri R. Lalehzarian of KABATECK LLP; James L. Simon of SIMON LAW CO.; and
24 Michael L. Fradin of FRADIN LAW.

25 12. **“California Class Notice Period”** means the period of time from the
26 initial date of mailing of the Notices of Settlement to the date forty-five (45) days after
27 the mailing.

28

1 13. “**Collective Notice Period**” means the period of time from the initial date
2 of mailing of the Notices of Settlement to the date sixty (60) days after the mailing.

3 14. “**Court**” means the United States District Court for the Northern District
4 of California.

5 15. “**Defendants,**” “**LLS,**” or “**OLI**” means Language Line Services, Inc. and
6 On Line Interpreters, Inc.

7 16. “**Defendant’s Counsel**” means Jessica C. Gregg and Joel P. Kelly of
8 ATTWOOD GREGG LLP.

9 17. “**Final Approval Order**” means the Order entered by the Court that
10 approves the material terms and conditions of this Agreement and the distribution of
11 the Gross Settlement Amount, and that dismisses this Action, with prejudice.

12 18. “**FLSA**” means the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

13 19. “**FLSA Collective Period**” means the period of time from April 18,
14 2020 through April 1, 2024 or preliminary approval, whichever occurs first.

15 20. “**FLSA Conditional Certification Date**” means the date the Court
16 conditionally certifies a collective under the FLSA.

17 21. “**FLSA Collective**” or “**FLSA Collective Members**” means Named
18 Plaintiffs, Opt-In Plaintiffs, and all current and former employees employed by LLS or
19 OLI as Interpreters, or similarly titled employees, in the United States (excluding Puerto
20 Rico) during the FLSA Collective Period. Some FLSA Collective Members will also
21 be California Class Members.

22 22. “**FLSA Opt-In Consent Form**” means a form to be used by FLSA
23 Collective Members to indicate their consent to join the Action and the FLSA
24 Settlement, substantially in the form of **Exhibit B** attached hereto or as approved by the
25 Court.

26 23. “**FLSA Settlement Collective**” means a group consisting of Named
27 Plaintiffs, Opt-In Plaintiffs, and all members of the FLSA Collective who opt-in to the
28 case by timely submitting an FLSA Opt-In Consent Form in accordance with the terms

1 of this Agreement.

2 24. “**FLSA Notice**” means the notice of settlement to be distributed to the
3 FLSA Collective Members who are *not also* California Class Members, substantially
4 in the form of **Exhibit C** attached hereto or as approved by the Court.

5 25. “**Gross Settlement Amount**” means the non-reversionary maximum
6 amount that Defendants shall pay in connection with this Settlement, in exchange for
7 the release of the Settlement Class Members’ Released Claims. The Gross Settlement
8 Amount is the gross sum of Three Million, Seven Hundred Twenty-Five Thousand
9 Dollars and No Cents (\$3,725,000.00), which includes (i) all settlement payments to all
10 Settlement Class Members, which shall include penalties, liquidated damages, interest,
11 and employee withholding on any portion of the payments to the Settlement Class
12 Members that constitute wages; (ii) Approved Service Awards; (iii) Approved
13 Administration Costs; (iv) Approved Attorneys’ Fees and Costs; (v) payments to the
14 Aggrieved Employees; and (vi) payments to the LWDA. The Gross Settlement Amount
15 does not include the employer-side payroll taxes due on any portion of the payments to
16 the Settlement Class Members that constitutes wages, which Defendants will pay in
17 addition to the Gross Settlement Amount. The Gross Settlement Amount shall be
18 allocated as follows:

19 a. “**California Settlement Amount**” means the amount Defendants
20 shall pay to settle the claims of the California Class in connection with the California
21 Released Claims, which shall total One Million Five Hundred Fifty-Seven Thousand
22 Eight Hundred Thirty-Three Dollars And Thirty-Three Cents (\$1,557,833.33).

23 b. “**PAGA Settlement Amount**” means the Court-approved amount
24 Defendants shall pay to settle the PAGA penalty claims, including payments to the
25 Aggrieved Employees and payments to the LWDA, which amount is included within
26 the California Gross Settlement Amount and shall total Two Hundred Twenty-Five
27 Thousand Dollars and No Cents (\$225,000.00).

28

1 c. **“FLSA Settlement Amount”** means the amount Defendants shall
2 pay to settle the claims of the FLSA Collective in connection with the FLSA Released
3 Claims, which shall total Eight Hundred Five Hundred Thousand Dollars and No Cents
4 (\$800,500.00).

5 26. **“Interpreters”** means any individuals employed in the United States
6 (excluding Puerto Rico) by Defendants as non-exempt interpreters during the California
7 Class Period, the FLSA Collective Period, or the PAGA Period.

8 27. **“LWDA”** means the California Labor and Workforce Development
9 Agency.

10 28. **“Named Plaintiffs”** means Sharon Oliveira and Simone Franco de
11 Andrade Boyce.

12 29. **“Net PAGA Amount”** means twenty-five percent (25%) of the PAGA
13 Gross Settlement Amount (\$56,250.00), which shall be distributed to the Aggrieved
14 Employees.

15 30. **“Net Settlement Amount”** means the amount remaining from the Gross
16 Settlement Amount after deduction of (i) Approved Service Awards (\$25,000); (ii)
17 Approved Administration Costs (up to \$50,000); and (iii) Approved Attorneys’ Fees
18 and Costs (up to \$1,291,666.67);

19 31. **“Notice(s) of Settlement”** means the California Notice and the FLSA
20 Notice when referred to collectively or generically.

21 32. **“Operative Complaint”** means the First Amended Complaint in the
22 Action, which was filed by Named Plaintiffs on or about January 23, 2023.

23 33. **“Opt-In Consent Form(s)”** means the FLSA Opt-In Consent Forms when
24 referred to collectively or generically.

25 34. **“Opt-In Plaintiffs”** means Hawa Ansary, Rabia Harooni, Miralem
26 Isakovic, Mirna Gudic Landon, Cibelli Pacheco, and Miriam Saraiva.

27 35. **“PAGA”** means the California Private Attorneys General Act, California
28 Labor Code section 2698, *et seq.*

1 36. **“PAGA Pay Period”** means any pay period in which an Aggrieved
2 Employee was employed by Defendants as an Interpreter in the State of California in
3 the PAGA Period.

4 37. **“PAGA Period”** means the period of time from November 16, 2021
5 through April 1, 2024 or preliminary approval, whichever occurs first.

6 38. **“Parties”** means Named Plaintiffs and Defendants.

7 39. **“Preliminary Approval Date”** means the date the Court grants the
8 Preliminary Approval Order.

9 40. **“Preliminary Approval Order”** means an order, the entry of which will
10 be sought in the Motion for Preliminary Approval, (i) preliminarily certifying the
11 California Class for settlement purposes only; (ii) conditionally certifying the FLSA
12 Collective for settlement purposes only; (iii) preliminarily approving the PAGA Gross
13 Settlement Amount; (iv) preliminarily approving this Agreement; (v) approving the
14 Settlement Administrator to mail the Notices of Settlement and Opt-in Consent Forms,
15 as applicable, to Class/Collective Members describing the terms of this Agreement
16 and informing them of their rights to opt in, exclude themselves, and submit
17 objections, as applicable; (vi) appointing Class Counsel; (vii) preliminarily enjoining,
18 pending the outcome of the Final Approval Hearing, all Class/Collective Members
19 from commencing, prosecuting or maintaining any claim already asserted in, and
20 encompassed by, this Action, or commencing, prosecuting or maintaining in any court
21 or forum, other than the Court, any claim, action or other proceeding that challenges,
22 or seeks review of or relief from, any order, judgment, act, decision or ruling of the
23 Court in connection with this Agreement; and (viii) setting a date for the Final
24 Approval Hearing.

25 41. **“Released Claims”** means the California Released Claims, FLSA
26 Released Claims, PAGA Released Claims, Named Plaintiff Released Claims, and Opt-
27 In Plaintiff Released Claims.

28 a. **“California Released Claims”** has the meaning set forth in Section

1 III, ¶ 58(b), below.

2 b. **“FLSA Released Claims”** has the meaning set forth in Section III,
3 ¶ 58(a), below.

4 c. **“PAGA Released Claims”** has the meaning set forth in Section III,
5 ¶ 58(c), below.

6 d. **“Named Plaintiff Released Claims”** has the meaning set forth in
7 Section III, ¶ 58(d), below.

8 e. **“Opt-In Plaintiff Released Claims”** has the same meaning set
9 forth in ¶ 58(e) below.

10 42. **“Released Parties”** means LLS, OLI, and each and all past or present
11 parents, partners, subsidiaries, affiliates, divisions and joint venturers.

12 43. **“Settlement Award”** means the payment that each Settlement Class
13 Member shall be entitled to receive pursuant to the terms of this Agreement, and
14 includes the California Settlement Awards, FLSA Settlement Awards, and PAGA
15 Settlement Awards.

16 a. **“California Settlement Award”** means the payment that each
17 California Settlement Class Member shall be entitled to receive pursuant to the terms
18 of this Agreement in connection with release of the California Released Claims.

19 b. **“FLSA Settlement Award”** means the payment that each FLSA
20 Settlement Collective Member shall be entitled to receive pursuant to the terms of this
21 Agreement in connection with release of the FLSA Released Claims.

22 c. **“PAGA Settlement Award”** means the payment that each
23 Aggrieved Employee shall be entitled to receive pursuant to the Terms of this
24 Agreement in connection with release of the PAGA Released Claims.

25 44. **“Settlement Classes”** means the FLSA Settlement Collective, the
26 California Settlement Class, and the Aggrieved Employees.

27 45. **“Settlement Class Members”** means a group consisting all members of
28 the Settlement Classes.

1 d. “FLSA PT Workweek” means any Workweek in the FLSA
2 Collective Period in which an FLSA Settlement Collective Member was employed by
3 Defendants as a part-time Interpreter.

4 **II. RECITALS**

5 49. **Procedural History:** Plaintiff Oliveira initiated the Action by filing the
6 original Complaint on April 18, 2022 against LLS, alleging twelve claims for relief –
7 three under the FLSA, three under the Ohio Minimum Fair Wage Standards Act, and
8 six under California law. The claims sought relief for unpaid minimum wage and
9 overtime wages, unpaid meal and rest breaks, “off-the-clock” work, kickbacks,
10 unreimbursed business expenses, untimely payment of wages upon separation, and
11 violations of California Business & Professions Code § 17200, *et seq.* (the “UCL”) on
12 her own behalf and on behalf of a nationwide FLSA collective, an Ohio class, and a
13 California class of similarly-situated Interpreters.

14 a. On November 16, 2022, Plaintiff Boyce filed a notice of violation
15 of the PAGA with the LWDA. The PAGA claims are premised on the same alleged
16 violations as the California claims outlined in her Complaint. On December 12, 2022,
17 Plaintiff Boyce filed a complaint in the Northern District (Case No. 5:22-cv-08076-
18 BLF) against LLS and OLI, alleging nine causes of action under the FLSA and
19 California law for unpaid minimum wage and overtime wages, unpaid meal and rest
20 breaks, “off-the-clock” work, kickbacks, unreimbursed business expenses, untimely
21 payment of wages upon separation, inaccurate wage statements, and violations of
22 California Business & Professions Code § 17200, *et seq.* (the “UCL”)

23 b. On December 22, 2022, the Parties filed a joint motion to relate the
24 cases in the Oliveira action. The order was granted on December 23, 2022.

25 c. On January 23, 2023, Plaintiffs filed a First Amended Complaint
26 (the Operative Complaint) against LLS and OLI for the same violations above and
27 adding claims for penalties pursuant to PAGA.
28

1 d. After engaging in informal discovery which included production of
2 Defendants' wage and hour policies and procedures, time and pay data for 20 per cent
3 of the proposed settlement class nationwide, extensive communications between
4 Defendants' counsel and counsel for Plaintiffs and Plaintiffs' expert, and key portions
5 from Defendants' mediation briefing, on April 10, 2023, the Parties participated in a
6 full day mediation with Steven Serratore. The Parties did not reach a settlement that
7 day, but settlement discussions continued.

8 e. From May 2023 to December 2023, the Parties engaged in formal
9 discovery, including written discovery and depositions. Additionally, on December 5,
10 2023, Plaintiffs filed a discovery letter brief requesting contact information for potential
11 California class members in order to distribute Belaire-West notices. The Court granted
12 Plaintiff's request on December 22, 2023.

13 f. The Parties agreed to participate in a second mediation with Lynn
14 Frank, a well-respected and experienced mediator in wage and hour class and collective
15 action matter, on February 17, 2024. As a result of the ten-hour mediation, and weeks
16 of subsequent work by the Parties to reach agreement on the details of the settlement
17 allocation, notice procedures, release of claims, etc., the Parties reached a settlement
18 that is memorialized in this Agreement.

19 50. **Exchange of Information:** During the past twelve months, the Parties
20 have had extensive substantive discussions, directly and through Mediator Serratore,
21 for purposes of explaining Defendants' policies and procedures, and clarifying the
22 disputes between them. In an effort to reach a settlement in this lawsuit, the Parties
23 have engaged in significant formal and informal discovery, including but not limited
24 to a mutual exchange of requests for production of documents, form and special
25 interrogatories, and requests for admission. Defendants' produced relevant wage and
26 hour policies and procedures, timekeeping and payroll records for 20% of Interpreters
27 nationwide going back to April 2020 and 20% of California-based Interpreters going
28

1 back to April 2018, and timekeeping, personnel and payroll records for the Named
2 Plaintiffs and Opt-In Plaintiffs. The Parties also held a deposition.

3 **51. Class Counsel’s Investigation:** Class Counsel made a thorough and
4 independent investigation of the facts and law relating to the allegations in the Action,
5 including working with an expert to develop damages models for the various alleged
6 classes and collectives involved in the suit. In agreeing to this Settlement Agreement,
7 Class Counsel and Named Plaintiffs have considered: (1) the facts produced in
8 discovery and the Parties’ mediation process and the law applicable thereto; (b) the
9 attendant risks of continued litigation and the uncertainty of the outcome of the claims
10 alleged against Defendants; and (c) the desirability of consummating this Settlement
11 according to the terms of this Agreement. The information exchanged by the Parties
12 though discovery and mediation was sufficient to reliably assess the merits of the
13 Parties’ respective positions and to compromise the issues on a fair and equitable basis.
14 Class Counsel and Named Plaintiffs have concluded that the terms of this Agreement
15 are fair, reasonable and adequate, and that it is in the best interests of Named Plaintiffs
16 and the Class/Collective Members to settle their claims against Defendants pursuant to
17 the terms set forth herein.

18 **52. Defendants’ Denial of Wrongdoing:** Defendants have denied and
19 continue to deny that they have liability for the wrongs alleged in the Action and/or that
20 any liability reaches the level claimed by the Named Plaintiffs. Defendants contend that
21 they have sought to comply in good faith with California and federal wage and hour
22 laws and have dealt legally and fairly with Named Plaintiffs and the Class/Collective
23 Members. Defendants further deny that Named Plaintiffs and Class/Collective
24 Members are adequate class representatives, that any are “aggrieved” as defined in the
25 PAGA, or they would be entitled to statutory and/or civil penalties as a result of Named
26 Plaintiffs’ claims in this Action. Nothing contained herein, nor the consummation of
27 this Settlement Agreement, is to be construed or deemed an admission of liability,
28 culpability, negligence, willfulness, lack of good faith, or wrongdoing on the part of

1 Defendants or its employees and agents, who expressly deny any liability, wrongdoing,
2 impropriety, responsibility, or fault whatsoever. Nevertheless, Defendants have
3 concluded that further litigation would be protracted and expensive and would divert
4 management and employee time. Defendants have considered the uncertainty, risk,
5 and burdens inherent in litigation, and concluded that it is appropriate to fully and
6 finally settle this Action in the manner and upon the terms set forth in this Agreement.

7 **53. Inadmissibility of Agreement:** Neither this Agreement, nor any
8 document, statement, proceeding or conduct related to this Agreement, nor any report
9 or account thereof, shall in any event be construed as, offered or admitted in evidence
10 as, received as, or deemed to be evidence for any purpose adverse to Defendants,
11 including any evidence of an admission, concession, presumption or indication by
12 Defendants of any fault, wrongdoing, culpability, or liability of any kind. Further,
13 Defendants' agreement to certification of an FLSA Nationwide Collective and/or
14 California Class is for settlement purposes only and shall not be construed as, offered
15 or admitted in evidence as, received as, or deemed to be evidence of an admission,
16 concession, presumption or indication by Defendants that certification was or is
17 warranted in this matter outside of this settlement context. Nor shall this Agreement
18 be disclosed, referred to, or offered or received in evidence against Defendants in this
19 Action, or in any other civil, criminal, or administrative action or proceeding, except
20 for the purpose of settling this Action or enforcing this Agreement.

21 **54. Contingent Nature of the Agreement:** The Parties recognize that notice
22 to the FLSA Collective and California Class of the material terms of this Settlement, as
23 well as Court approval of this Settlement, are required to effectuate the Settlement, and
24 that the Settlement will not become operative until the Court grants final approval of it,
25 the Settlement becomes final, and the Settlement Effective Date occurs.

26 **55. Cooperation:** The Parties agree to cooperate and take all steps necessary
27 and appropriate to obtain preliminary and final approval of this Settlement Agreement
28

1 a. **Release of Claims by FLSA Settlement Collective Members:**

2 Upon the Settlement Effective Date, all FLSA Settlement Collective Members shall and
3 hereby do, on behalf of themselves, release and forever discharge the Released Parties
4 from any and all claims, obligations, demands, actions, rights, causes of action and
5 liabilities arising under, based on, or alleging a violation of the Fair Labor Standards
6 Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) that was or could have been pled based upon
7 the factual allegations in the Operative Complaint or any preceding complaint filed in
8 this Action, whether known or unknown, contingent or accrued, arising during the
9 FLSA Collective Period, including without limitation, all claims for unpaid wages,
10 including overtime wages, off-the-clock wage claims, minimum wage claims, claims
11 for unpaid rest breaks, kickbacks of wages paid, and any related claims for attorneys’
12 fees, liquidated damages, interest, litigation expenses or any other costs or expenses
13 (“FLSA Released Claims”).

14 b. **Release of Claims by California Settlement Class Members:**

15 Upon the Settlement Effective Date, all California Settlement Class Members shall and
16 hereby do, on behalf of themselves, release and forever discharge the Released Parties
17 from any and all claims, obligations, demands, actions, rights, causes of action and
18 liabilities, whether known or unknown, contingent or accrued, arising under, based on,
19 or alleging a violation of California’s Wage Orders, the California Labor Code
20 (including but not limited to sections 200, 201-203, 218, 218.6, 226, 226.7, 510, 512,
21 516, 1174, 1194, 1198, 2802), the UCL, PAGA, or any other source of state, federal,
22 or local law that was or could have been pled based upon the factual allegations in the
23 Operative Complaint, any preceding complaint filed in this Action, or in Plaintiff
24 Boyce’s Claim Notice to the California Labor and Workforce Development Authority
25 arising during the California Class Period, including without limitation all claims for
26 unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage
27 claims, claims for failure to timely pay wages, both during employment and after
28 termination of employment, claims for failure to keep accurate and complete payroll

1 records, claims for failure to provide accurate and complete wage statements, claims for
2 missed, short, or late meal periods, claims for missed, short, or late rest breaks, claims
3 for failure to reimburse for necessary business expenses, claims for failing to pay wage
4 premiums of any type (including overtime or missed meal or rest periods), claims for
5 statutory damages, penalties, and/or interest, including, but not limited to,
6 recordkeeping penalties, wage statement penalties or damages, minimum-wage
7 penalties, missed meal-period and rest-break penalties, waiting-time penalties, penalties
8 under PAGA, premiums arising from the claims described above under applicable
9 federal, state, local or territorial law as well as applicable regulations and Wage Orders;
10 interest; liquidated damages; and attorneys' fees and costs ("**California Released**
11 **Claims**"). However, if a California Settlement Class Member has not submitted an Opt-
12 In Consent Form indicating their consent to join the FLSA Settlement Collective, the
13 California Settlement Class Member will not release FLSA claims, although
14 Defendants retain any defenses to unreleased FLSA claims based on the claim of (i)
15 setoff, or (ii) that the amount paid as to the California claims equals or exceeds the
16 maximum possible amount available under the FLSA and that any recovery under the
17 FLSA would constitute a prohibited double recovery, or (iii) any other defense that may
18 preclude additional recovery based upon amounts paid or issues adjudicated in this
19 Action.

20 c. **Release of Claims by Aggrieved Employees:** Upon the Settlement
21 Effective Date, Plaintiff Boyce, the State of California, and all Aggrieved Employees
22 shall be deemed, on behalf of themselves, to have released and forever discharged the
23 Released Parties from any and all claims under the Private Attorneys General Act of
24 2004 ("PAGA") for civil penalties for Labor Code violations identified, pleaded, or
25 otherwise set out in, or which could have been alleged based on the factual allegations
26 in, Plaintiff Boyce's claim letter to the LWDA and/or the Operative Complaint or any
27 preceding complaint filed in this Action, arising during the PAGA Period, and
28 including any claims for related attorneys' fees and costs ("**PAGA Released Claims**").

1 d. **Release of Claims by Named Plaintiffs:** Upon the Settlement
2 Effective Date, Plaintiff Oliveira and Plaintiff Boyce shall be deemed, on behalf of
3 themselves, to have released and forever discharged the Released Parties from any and
4 all claims, obligations, demands, actions, rights, causes of action, and liabilities, of
5 whatever kind and nature, character, and description, whether in law or equity, whether
6 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation,
7 common law, or other source of law or contract, whether known or unknown, and
8 whether anticipated or unanticipated, including all unknown claims covered by
9 California Civil Code section 1542 that could be or are asserted based upon any theory
10 or facts whatsoever, arising at any time up to and including the date of the execution of
11 this Settlement Agreement, for any type of relief, including, without limitation, claims
12 for minimum, straight time, or overtime wages, premium pay, business expenses, other
13 damages, penalties (including, but not limited to, waiting time penalties), liquidated
14 damages, punitive damages, interest, attorneys' fees, litigation and other costs,
15 expenses, restitution, and equitable and declaratory relief (“**Named Plaintiff Released**
16 **Claims**”). Upon Final Approval, Named Plaintiffs shall be deemed to have fully,
17 finally, and forever released the Released Parties from all Named Plaintiff Released
18 Claims through the date of Preliminary Approval. Furthermore, upon Final Approval,
19 Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the
20 fullest extent permitted by law, the provisions, rights, and benefits they may otherwise
21 have had relating to the Named Plaintiff Released Claims pursuant to Section 1542 of
22 the California Civil Code, which provides as follows:

23 A general release does not extend to claims that the creditor or releasing
24 party does not know or suspect to exist in his or her favor at the time of
25 executing the release and that, him or her have materially affected his or
26 her settlement with the debtor or released party.

27 Named Plaintiffs have not alleged a claim that they were discriminated against,
28 retaliated against, or treated differently based on any category protected by the

1 California Fair Employment & Housing Act, and have no facts to support such a claim
2 as of the date they sign this Agreement.

3 e. **Opt-In Plaintiff Released Claims:** Upon the Settlement Effective Date,
4 all FLSA Opt-In Plaintiffs shall and hereby do, on behalf of themselves, release and
5 forever discharge the Released Parties from any and all FLSA Released Claims as
6 defined in ¶ 58(a) above and further release any and all claims for or which relate to the
7 alleged failure to properly pay wages or overtime as required by any state wage laws,
8 any local wage laws, any other applicable federal, state, or local law, and any other
9 claims alleged in the case.

10 59. The Releases set forth in this Section III shall also be included in the
11 relevant Notices of Settlement (that is, the California Release, PAGA Release, and
12 FLSA Release shall be included in the California Notice and the FLSA Release shall be
13 included in the FLSA Notice), and each settlement check distributed to Settlement Class
14 Members shall include the following language on the reverse side immediately above
15 the place designated for endorsement language (or words of similar import and effect
16 to further provide notice and understanding of the nature of the consideration provided
17 in this Settlement): “By endorsing this check I acknowledge that I am bound, and so
18 agree to be bound, by the release of claims described in the Notice of Settlement.”

19 60. Upon the granting of Final Approval, this Settlement will result in a
20 judgment releasing all the Released Claims.

21 61. Upon the Settlement Effective Date, Named Plaintiffs, Opt-In Plaintiffs,
22 and Settlement Class Members, to the fullest extent allowed by law, are prohibited from
23 asserting any of the Released Claims, and from commencing, joining in, prosecuting,
24 or voluntarily assisting in a lawsuit or adversarial proceeding against the Released
25 Parties, based on claims released by them in this Settlement. Excluded from this
26 prohibition are any instances where any individual is legally compelled to testify
27 through service of a subpoena or other legal process.

1 **IV. CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

2 62. The Parties agree to the following procedures for obtaining preliminary
3 approval of the Settlement, certifying the FLSA Collective and the California Class,
4 and notifying the Class/Collective Members of this Settlement:

5 a. **Request for Certification and Preliminary Approval Order:**

6 Class Counsel will prepare a Motion for Preliminary Approval of the Settlement, to be
7 filed no later than May 1, 2024, unless the Parties agree to extend that date. The Motion
8 will seek an order (i) preliminarily certifying the California Class for settlement
9 purposes only; (ii) conditionally certifying the FLSA Collective for settlement
10 purposes only; (iii) preliminarily approving the PAGA Gross Settlement Amount; (iv)
11 preliminarily approving this Agreement; (v) approving the Settlement Administrator
12 to mail the Notices of Settlement and Opt-in Consent Forms, as applicable, to
13 Class/Collective Members describing the terms of this Agreement and informing them
14 of their rights to opt in, exclude themselves, and submit objections, as applicable; (vi)
15 appointing Class Counsel; (vii) preliminarily enjoining, pending the outcome of the
16 Final Approval Hearing, all Class/Collective Members from commencing,
17 prosecuting or maintaining any claim already asserted in, and encompassed by, this
18 Action, or commencing, prosecuting or maintaining in any court or forum, other than
19 the Court, any claim, action or other proceeding that challenges, or seeks review of or
20 relief from, any order, judgment, act, decision or ruling of the Court in connection with
21 this Agreement; and (viii) setting a date for the Final Approval Hearing, which shall
22 not be less than ninety (90) days after the order granting the Motion for Preliminary
23 Approval (the “Preliminary Approval Order”).

24 b. **Notice:** The Settlement Administrator shall be responsible for
25 preparing, printing and mailing the California Notice to all California Class Members,
26 including all FLSA Collective Members who worked as Interpreters in the State of
27 California during the FLSA Collective Period; and the FLSA Notice to all FLSA
28 Collective Members who are *not also* California Class Members. The Settlement

1 Administrator will also create a website for the Settlement, which will allow
2 Class/Collective Members to view the Notices, this Settlement Agreement, and all
3 papers filed by Class Counsel to obtain preliminary and final approval of the Settlement
4 Agreement. Additionally, the Settlement website will provide contact information for
5 Class Counsel and the Settlement Administrator and will allow for electronic
6 submission of Opt-In Consent Forms and requests for exclusion. The Settlement
7 Administrator will provide Class Counsel and Defendants' Counsel with a preview of
8 the proposed website. Class Counsel and Defendants' Counsel must approve the
9 website before it goes live and also must approve any modifications to the website. The
10 Settlement Administrator shall also create a toll-free call center to field telephone
11 inquiries from Class/Collective Members during the notice and settlement
12 administration periods. The Settlement Administrator will be directed to take the
13 website and call center down after the 180-day check cashing period for Settlement
14 Award checks.

15 i. No later than fourteen (14) calendar days after entry of the
16 Preliminary Approval Order, Defendants will provide to the Settlement Administrator
17 a file listing:

18 1. The names, last known addresses, personal e-mail
19 addresses if available, and social security numbers of all Class/Collective Members
20 (or, as applicable, other taxpayer identification number);

21 2. For each such individual, whether they are a member
22 of the FLSA Collective, California Class, and/or Aggrieved Employees;

23 3. For each individual in the FLSA Collective, the
24 number of FLSA FT Workweeks and FLSA PT Workweeks;

25 4. For each individual in the California Class, the number
26 of California FT Workweeks and California PT Workweeks;

27 5. For each Aggrieved Employee, the number of PAGA
28 Pay Periods.

1 ii. The Settlement Administrator agrees to (i) keep this file and
2 the information it contains confidential, (ii) use it only for the purpose of administering
3 this Settlement, and (iii) return it, with all copies, to Defendants' Counsel immediately
4 after the settlement administration is concluded.

5 iii. Within 14 calendar days after receipt of the data on the
6 Class/Collective Members, the Settlement Administrator shall send the California
7 Notice and FLSA Opt-In Consent Form to each California Class Member, including all
8 FLSA Collective Members who worked as Interpreters in the State of California during
9 the FLSA Collective Period; and the FLSA Notice and FLSA Opt-In Consent Form to
10 all FLSA Collective Members who are *not also* California Class Members, by first-class
11 U.S. Mail, postage prepaid, and by e-mail, if a personal e-mail address is available. The
12 Settlement Administrator shall provide notice to Class Counsel and Defendants'
13 Counsel that the Notices of Settlement have been mailed.

14 iv. In order to provide the best notice practicable, prior to mailing
15 the Notices of Settlement, the Settlement Administrator will make reasonable efforts to
16 identify current addresses via public and proprietary systems.

17 v. If any Notice of Settlement is returned as undeliverable to the
18 Settlement Administrator, the Parties agree the Settlement Administrator shall make all
19 good faith and reasonable efforts to obtain an updated mailing address, including
20 utilizing the National Change-of-Address database or equivalent, and/or by running a
21 skip trace, and in the event a new address is obtained, the Settlement Administrator shall
22 promptly re-mail the package to the updated mailing address within seven (7) calendar
23 days from the date the Settlement Administrator received the returned mail. The
24 Settlement Administrator shall notify Class Counsel and Defendants' Counsel of any
25 undeliverable packages and the date of any re-mailing if another address is obtained
26 within the seven (7) day period set forth above. The Parties agree that the deadlines
27 contained herein shall not be extended for Class/Collective Members whose Notices
28 were returned as undeliverable and re-mailed pursuant to this paragraph.

1 vi. The Settlement Administrator shall send to all members of the
2 FLSA Collective who have not yet opted in to the case a reminder postcard and a
3 reminder e-mail (if a personal e-mail address is available) twenty-one (21) calendar
4 days after the mailing date of the initial Notices of Settlement. In addition, the
5 Settlement Administrator shall send to all members of the FLSA Collective who have
6 not yet opted in to the case a second reminder postcard and reminder e-mail (if a
7 personal e-mail address is available) thirty-five (35) calendar days after the mailing date
8 of the initial Notices of Settlement. Each such reminder will include the applicable
9 deadlines associated with the Settlement, a brief statement of the actions each FLSA
10 Collective Member may take with respect to the Settlement, and the contact information
11 for the Settlement Administrator if the Class Members have any further questions about
12 the Settlement.

13 vii. Defendants will not discourage members of the FLSA
14 Collective from opting in or encourage members of the California Class to opt out. In
15 addition, on or around the date the initial Notices of Settlement are sent, Defendants'
16 management will send a communication to currently-employed members of the FLSA
17 Collective and California Class encouraging them to participate in the Action by opting
18 in/not opting out, emphasizing that no one will be retaliated against for participating,
19 and providing contact information to the Settlement Administrator.

20 c. **California Class Procedures:**

21 i. **Notice Period:** California Class Members will have forty-
22 five (45) days from the date of mailing the California Notice to submit a written request
23 for exclusion or objection.

24 ii. **Requests for Exclusion:** Any California Class Member
25 other than Named Plaintiffs who wishes to be excluded from the California Settlement
26 Class must send a written request to be excluded to the Settlement Administrator via
27 mail, e-mail, or the Settlement website. The request must contain the California Class
28 Member's name, address, telephone number, and signature and clearly state that the

1 California Class Member “opts out” or otherwise requests exclusion from the California
2 Settlement Class. The timeliness of the written request for exclusion will be measured
3 by the date it is postmarked or the date it is received via e-mail or via the Settlement
4 website. No written request for exclusion will be honored if it is postmarked or
5 received via e-mail or via the Settlement website later than the final day of the
6 California Class Notice Period. The Settlement Administrator will report any requests
7 for exclusion received to Class Counsel and Defendants’ Counsel within five business
8 days of receiving the same.

9 iii. **Objections to Settlement:** Any California Settlement Class
10 Member who receives the California Notice, other than Named Plaintiffs, may object
11 to this Settlement, provided that, within the California Class Notice Period, such
12 objections are made in writing and filed with the Court and served on Class Counsel
13 and Defendants’ Counsel. In order for their objection to be considered, the California
14 Settlement Class Member must file a timely objection with the Court, stating: his or her
15 name and address, the title of the Action and case number, a description of his or her
16 objections, the reasons for the objections, whether the objections apply only to the
17 objector, a specific subset of the California Class, or the entire California Class, a
18 statement about whether or not the objector or his or her lawyer will appear at the Final
19 Approval Hearing, and his or her signature. No individual may be heard at the Final
20 Approval Hearing who has not complied with this requirement. The California Notice
21 shall advise California Class Members that objections shall only be considered if the
22 California Class member has not excluded themselves from the Settlement. Any
23 individual who fails to comply with this requirement will be deemed to have waived
24 any right to object and any objection to the Settlement.

25 iv. Upon receipt, counsel for the Parties shall promptly exchange
26 with one another all objections, requests for exclusion and/or challenges to the
27 Settlement or any part thereof.

28 v. **Effect of response or non-response.**

1 1. Each California Class Member who does not timely
2 and validly request to be excluded shall be a California Settlement Class Member; shall
3 be bound by the California Release and the dismissal with prejudice; and shall be
4 entitled to a California Settlement Award.

5 2. Any California Class Member who timely and validly
6 requests to be excluded from the Class shall not be bound by the California Release or
7 the dismissal with prejudice, and shall not be entitled to a California Settlement Award.

8 d. **FLSA Collective Procedures:**

9 i. **Notice Period:** FLSA Collective Members will have sixty
10 (60) days from the date of mailing of the Notices of Settlement to submit to the
11 Settlement Administrator a signed FLSA Opt-In Consent Form via mail or e-mail or
12 by signing the FLSA Opt-In Consent Form via DocuSign or another commercially
13 available electronic signature software which results in confirmed signatures delivered
14 electronically to the Settlement Administrator on the Settlement website. The
15 timeliness of the FLSA Opt-In Consent Form will be measured by the date it is
16 postmarked or the date it is received via e-mail or on the Settlement website. Other
17 than an express agreement between the Parties, no FLSA Opt-In Consent Form will
18 be honored if it is postmarked later than the last date in the Collective Notice Period
19 or received via e-mail or the Settlement website later than the last date in the Collective
20 Notice Period.

21 ii. **FLSA Opt-In Consent Forms:** The Settlement
22 Administrator will send copies of any FLSA Opt-In Consent Forms received from
23 FLSA Collective Members to Class Counsel and Defendants' Counsel within five
24 business days of receiving the same.

25 iii. Class Counsel will file with the Court all FLSA Opt-In
26 Consent Forms received from FLSA Collective Members on or before the date of
27 filing of the Motion for Final Approval.

28 iv. **Effect of Response and Non-Response:**

1 1. Each FLSA Collective Member who submits a timely
2 and valid FLSA Opt-In Consent Form shall be an FLSA Settlement Collective Member;
3 shall be bound by the FLSA Release and the dismissal with prejudice; and shall be
4 entitled to an FLSA Settlement Award.

5 2. Any FLSA Collective Member who does *not* submit a
6 timely and valid FLSA Opt-In Consent Form shall not be bound by the FLSA Release
7 or the dismissal with prejudice, and shall not be entitled to an FLSA Settlement Award.

8 e. **Inquiries or Communications from Class/Collective Members:**

9 The Settlement Administrator will respond to all inquiries or communications from
10 Class/Collective Members by reference to the Settlement Agreement. If any inquiries
11 cannot be resolved by reference to the Settlement Agreement, the Settlement
12 Administrator shall raise such issue with Class Counsel and Defendants' Counsel for
13 resolution. The Parties agree to cooperate to resolve any post-settlement inquiries or
14 communications with Class/Collective Members.

15 f. **Settlement Administrator's Declaration:** Not later than fourteen

16 (14) days before the date by which the Parties are required to file the Motion for Final
17 Approval of the Settlement, the Settlement Administrator will provide to Class Counsel
18 and Defendants' Counsel a signed declaration suitable for filing in Court attesting to its
19 due diligence and compliance with all of its obligations under this Agreement,
20 including, but not limited to, its mailing of Notices of Settlement, the Notices of
21 Settlement returned as undelivered, the re-mailing of Notices of Settlement, attempts to
22 locate Class/Collective Members, the total number of requests for exclusion it received
23 (both valid or invalid) from California Class Members, and the final number of FLSA
24 Collective Members who timely opted in to the Settlement; and shall attach a list of all
25 California Class Members who submitted timely, valid requests for exclusion and a list
26 of all FLSA Collective Members who submitted timely Opt-In Consent Forms. The
27 Settlement Administrator will supplement its declaration as needed or requested by the
28

1 Parties and/or the Court. Class Counsel is responsible for filing the Settlement
2 Administrator's declaration(s) in Court.

3 **63. Final Approval Hearing.** Within thirty (30) days after the expiration of
4 the Collective Notice Period, and at least fourteen (14) days prior to the Fairness
5 Hearing, the Parties will jointly file a Motion for Final Approval of the Settlement. Class
6 Counsel shall provide Defendants' Counsel a copy of a draft Motion for Final Approval
7 at least seven (7) days in advance of filing it with the Court. The Motion for Final
8 Approval will apply to the Court for an Order finally approving the Settlement as fair,
9 adequate and reasonable, and will submit a proposed final order and judgment that
10 accomplishes the following:

11 a. Certifies this Action as an FLSA collective action under 29 U.S.C.
12 § 216(b) and as a class action under Fed. R. Civ. Pro. 23(a) and (b)(3) for purposes of
13 settlement only;

14 b. Finds dissemination of the Notices of Settlement was accomplished
15 as directed and met the requirements of due process;

16 c. Approves the Settlement, adjudging the terms thereof to be fair,
17 reasonable and adequate;

18 d. Directs that the Gross Settlement Amount be distributed in
19 accordance with the terms of this Agreement;

20 e. Approves Class Counsel's attorneys' fees not to exceed
21 \$1,241,666.67 and costs and expenses not to exceed \$50,000;

22 f. Approves Named Plaintiffs' and Opt-In Plaintiffs' Service Awards
23 not to exceed a total of \$25,000.00;

24 g. Approves Settlement Administration Fees not to exceed \$50,000;

25 h. Approves the PAGA Gross Settlement Amount of \$225,000.00;

26 i. Excludes from the California Settlement Class those persons who
27 properly and timely request exclusion;

28

1 Gross Settlement Amount. All of Defendants' obligations to the Settlement Classes and
2 Class Counsel under this Settlement Agreement are deemed to be satisfied upon
3 Defendants' timely deposit of the Gross Settlement Amount and acknowledgement of
4 receipt of said funds and Defendants shall have no further obligation to the Settlement
5 Classes including, without limitation, any further obligations to make any other
6 payments of any kind to, or on behalf of, the Settlement Classes.

7 **66. Qualified Settlement Fund:** The Parties agree the Gross Settlement
8 Amount will qualify and be characterized as a Qualified Settlement Fund ("QSF") under
9 the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, and the QSF
10 will be taxed as a separate entity for purposes of all federal, state and local taxes, and
11 further agree to treat the QSF on a basis consistent therewith, that the QSF will be
12 characterized as the employer of all Settlement Class Members for purposes of
13 determining all tax obligations associated with any and all payments under the
14 Settlement, and the QSF will bear full responsibility for all taxes associated with the
15 QSF and Settlement Payments under the Settlement. All taxes (including any interest
16 or penalties) arising with respect to income earned by the QSF, shall be paid from the
17 QSF. All expenses and costs incurred in connection with the operation and
18 implementation of the QSF (including without limitation, expenses of attorneys and/or
19 accountants and mailing and distribution expenses related to filing (or failing to file)
20 any necessary tax returns) shall be included in the Settlement Administration Costs.
21 The taxes owed by the QSF as an employer shall be paid to the Settlement
22 Administrator by Defendants separately from and in addition to the Gross Settlement
23 Amount.

24 **67. Allocation of Net Settlement Amount:** The Net Settlement Amount shall
25 be allocated as follows: One Million Five Hundred Fifty-Seven Thousand Eight
26 Hundred Thirty-Three Dollars And Thirty-Three Cents (\$1,557,833.33) to settle the
27 claims of the California Class in connection with the California Released Claims
28 ("California Net Settlement Amount"); Two Hundred Twenty-Five Thousand Dollars

1 and no cents (\$225,000.00) to settle the PAGA claims of the Aggrieved Employees
2 (“PAGA Settlement Amount,” which amount is included in the California Gross
3 Settlement Amount); and Eight Hundred Thousand Five Hundred Dollars and No Cents
4 (\$800,500.00) to settle the claims of the FLSA Collective in connection with the FLSA
5 Released Claims (“FLSA Net Settlement Amount”).

6 **68. Payments:** Subject to the Court’s Final Approval Order, the following
7 amounts shall be paid by the Settlement Administrator from the Gross Settlement
8 Amount:

9 **a. Service Awards to Named Plaintiffs:** Plaintiffs’ counsel will
10 petition the Court to award Plaintiff Oliveira and Plaintiff Boyce service awards in the
11 amount of Eight Thousand Dollars and No Cents (\$8,000.00) each, and Opt-In Plaintiffs
12 a service award of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) each,
13 for a total of no more than Twenty-Five Thousand Dollars and No Cents (\$25,000.00).
14 Defendants will not oppose such application. If the Court awards lesser amounts, it shall
15 not affect the terms of the Parties’ Settlement. Any portion of the requested amount not
16 approved shall be part of the Net Settlement Amount. Approval of the Settlement shall
17 not be contingent upon approval of the service awards. The Approved Service Awards
18 shall be paid to Named Plaintiffs and Opt-In Plaintiffs out of the Gross Settlement
19 Amount. The Settlement Administrator shall issue an IRS Form 1099 for each
20 Approved Service Award. The Settlement Administrator shall pay the Approved
21 Service Awards to Named Plaintiffs within thirty (30) calendar days after the Settlement
22 Effective Date or as soon as reasonably practicable.

23 **b. Attorneys’ Fees and Costs:** Class Counsel will petition the Court
24 to approve a payment of attorneys’ fees and costs to reimburse their reasonable
25 attorneys’ fees and expenses incurred to prosecute the Action in the following amounts:
26 (i) Attorneys’ Fees of One Million Two Hundred Forty-One Thousand, Six Hundred
27 Sixty-Six Dollars and Sixty-Six Cents (\$1,241,666.67), which is one-third of the Gross
28 Settlement Amount; and (ii) reimbursement of actual out-of-pocket expenses, which

1 shall not exceed \$50,000.00. If the Court awards lesser amounts, it shall not affect the
2 terms of the Parties' Settlement. Any portion of the requested attorneys' fees and costs
3 not approved by the Court shall be part of the Net Settlement Amount. Approval of the
4 Settlement shall not be contingent upon approval of the attorneys' fee award or cost
5 award. The Approved Attorneys' Fees and Costs will be paid from the Gross Settlement
6 Amount to Class Counsel. The Settlement Administrator shall issue an IRS Form 1099
7 for the Attorneys' Fees and Costs. The Settlement Administrator shall pay the
8 Attorneys' Fees and Costs to Class Counsel within seven (7) calendar days after the
9 Settlement Effective Date or as soon as reasonably practicable.

10 c. **Settlement Administration Costs:** Class Counsel will petition the
11 Court to reimburse the cost of the Settlement Administrator in an amount not to exceed
12 \$50,000.00. If the Court does not approve the full administration costs sought, Class
13 Counsel shall pay the balance of the administration costs, and any portion of the
14 administration costs not approved or not expended by the Settlement Administrator
15 shall be part of the Net Settlement Amount. Approval of the Settlement shall not be
16 contingent upon approval of the administration costs. The Approved Administration
17 Costs shall be paid to the Settlement Administrator from the Gross Settlement Amount.

18 d. **Labor and Workforce Development Agency Payment:** Subject to
19 Court approval, the Parties agree that the amount of Two Hundred Twenty Five
20 Thousand Dollars and No Cents (\$225,000) from the Gross Settlement Amount will be
21 paid in settlement of all individual and representative claims brought in the Action by
22 or behalf of Plaintiff Boyce and the Aggrieved Employees under PAGA ("PAGA Gross
23 Settlement Amount"). Any portion of the requested PAGA Penalties not approved by
24 the Court shall be allocated on a *pro rata* basis to the California Net Settlement Amount
25 and FLSA Settlement Amount. Pursuant to PAGA, Seventy-Five Percent (75%) of the
26 approved PAGA Gross Settlement Amount will be paid to the Labor and Workforce
27 Development Agency ("LWDA") and Twenty Five Percent (25%) shall become the
28 "Net PAGA Amount" and shall be distributed to the Aggrieved Employees as set forth

1 herein. The Settlement Administrator shall make the payment to the LWDA within
2 thirty (30) days after the Settlement Effective Date or as soon as reasonably practicable.

3 e. **Settlement Payments to Settlement Class Members:**

4 i. **PAGA Settlement Award:**

5 1. The Net PAGA Amount will be allocated on the basis
6 of each Aggrieved Employee's total PAGA Pay Periods. The Settlement Administrator
7 will add together the total PAGA Pay Periods worked by all Aggrieved Employees and
8 the resulting sum will be divided into the Net PAGA Amount to reach a per-pay-period
9 dollar figure. That figure will then be multiplied by each Aggrieved Employee's number
10 of PAGA Pay Periods to determine the Aggrieved Employees' PAGA Settlement
11 Award.

12 2. Each PAGA Settlement Award shall be allocated as
13 follows: 100% will be considered penalties and interest. The Settlement Administrator
14 shall issue an IRS Form 1099 for the PAGA Settlement Awards. Aggrieved Employees
15 assume full responsibility and liability for any taxes owed on their PAGA Settlement
16 Payments.

17 ii. **California Settlement Awards:**

18 1. The California Net Settlement Amount will be
19 allocated on the basis of each California Settlement Class Member's total California PT
20 Workweeks and California FT Workweeks. Each California PT Workweek will be
21 equal to one (1) California Settlement Share. Each California FT Workweek will be
22 equal to one and one-half (1.5) California Settlement Shares. The Settlement
23 Administrator will add together the total California Settlement Shares for all California
24 Settlement Class Members and the resulting sum will be divided into the California Net
25 Settlement Amount to reach a per-California-Settlement-Share dollar figure. That figure
26 will then be multiplied by each California Settlement Class Member's number of
27 California Settlement Shares to determine the California Settlement Class Member's
28 California Settlement Award.

1 divided into the FLSA Settlement Amount to reach a per-FLSA-Settlement-Share dollar
2 figure. That figure will then be multiplied by each FLSA Settlement Collective
3 Member's number of FLSA Settlement Shares to determine the FLSA Settlement
4 Collective Member's FLSA Settlement Award.

5 2. Each FLSA Settlement Award shall be considered
6 wages and shall be subject to all tax withholdings customarily made from an employee's
7 wages and all other authorized and required withholdings and shall be reported on IRS
8 Form W-2. The Settlement Administrator shall effectuate federal and applicable state
9 income and employment tax withholding as required by law with respect to each FLSA
10 Settlement Award distributed, and Defendants shall pay the employer's share of all
11 required FICA and FUTA taxes on such amounts. The Settlement Administrator shall
12 calculate the employer share of taxes and provide Defendants with the total employer
13 tax contributions within five (5) days after the final Settlement Award calculations are
14 approved, as set forth in Paragraph 68(e). Defendants shall deposit the calculated
15 employer tax contributions into the Qualified Settlement Fund within ten (10-) days
16 after the Settlement Administrator provides Defendants with the amount of the total
17 employer tax contributions due. Amounts withheld will be remitted by the Settlement
18 Administrator from the Qualified Settlement Fund to the appropriate governmental
19 authorities.

20 iv. **Tax Liability:** Neither Class Counsel nor Defendants'
21 Counsel makes any representation with respect to the tax treatment of any monies paid
22 under this Settlement Agreement; nor are they providing legal advice relating to the tax
23 liability of any Settlement Class Member. To the extent that this Settlement Agreement,
24 or any of its attachments, is interpreted to contain or constitute advice regarding any
25 federal, state or local tax issue, such advice is not intended or written to be used, and
26 cannot be used, by any person for the purpose of avoiding any tax liability or penalties.
27 The Parties, all Counsel, and all Settlement Class Members understand and agree that
28 they will be solely responsible for the payment of their own portion of any taxes and

1 penalties assessed on the payments that they receive or pay.

2 v. **Report of Settlement Awards:** The Settlement
3 Administrator shall provide Class Counsel and Defendants' Counsel with a final report
4 of the calculation of all PAGA Settlement Awards, California Settlement Awards, and
5 FLSA Settlement Awards within fourteen (14) days after the Settlement Effective Date.
6 Class Counsel and Defendants' Counsel shall approve the Settlement Awards within
7 five (5) days after the Settlement Administrator provides the final Report.

8 vi. **Distribution of Settlement Awards:** The Settlement
9 Administrator shall mail all Settlement Awards to Settlement Class Members within
10 forty-five (45) days after the Settlement Effective Date or as soon as reasonably
11 practicable. The face of each check shall prominently state the date (not less than 180
12 days after the date of mailing) when the check will be voided. Each settlement check
13 distributed to Settlement Class Members shall include the following language on the
14 reverse side immediately above the place designated for endorsement language (or
15 words of similar import and effect to further provide notice and understanding of the
16 nature of the consideration provided in this Settlement): "By endorsing this check I
17 acknowledge that I am bound, and so agree to be bound, by the releases of claims
18 described in the Notice of Settlement." The Settlement Administrator may, but is not
19 required to, send Settlement Class Members a single check combining any payments to
20 which each individual is entitled. The Settlement Administrator shall then provide
21 written certification of mailing to Class Counsel and Defendants' Counsel.

22 vii. If any Settlement Award check is returned as undeliverable to
23 the Settlement Administrator, the Parties agree the Settlement Administrator shall make
24 all good faith and reasonable efforts to obtain an updated mailing address, including
25 utilizing the National Change-of-Address database or equivalent, and/or by running a
26 skip trace, and in the event a new address is obtained, the Settlement Administrator shall
27 promptly re-mail the package to the updated mailing address within seven (7) calendar
28 days from the date the Settlement Administrator received the returned mail. The

1 Settlement Administrator shall notify Class Counsel and Defense Counsel of any
2 undeliverable packages and the date of any re-mailing if another address is obtained
3 within the seven (7) day period set forth above. The Settlement Administrator shall
4 promptly send a replacement check to any Settlement Class Member whose original
5 check was lost or misplaced, requested by the Settlement Class Member prior to the
6 void date.

7 viii. **Valid Period for Settlement Awards:** All Settlement Award
8 checks shall remain valid and negotiable for one hundred eighty (180) days from the
9 date of their issuance and may thereafter automatically be canceled if not cashed within
10 that time, at which time the right to recover any Settlement Award will be deemed void
11 and of no further force and effect. With ninety (90) days remaining, a reminder letter
12 will be sent via U.S. mail and e-mail (if a personal e-mail address is available) to those
13 who have not yet cashed their settlement check(s) to remind them to do so. At the
14 conclusion of the 180-day check cashing deadline, any Settlement Class Members who
15 have not cashed their Settlement Award checks shall nevertheless be deemed to have
16 finally and forever released California Released Claims, FLSA Released Claims, PAGA
17 Released Claims, Named Plaintiff Released Claims, and Opt-In Released Claims, as
18 applicable. One-hundred and eighty (180) days from the date which appears on the
19 Settlement checks, the Settlement Administrator will void the uncashed checks and send
20 the corresponding unclaimed funds for California Settlement Class Members to the
21 State Controller's Office in the name of the California Settlement Class Member; and
22 any unclaimed funds from any FLSA Settlement Collective Member who is outside
23 California should escheat to those employees' home states in the names of the FLSA
24 Settlement Collective Members.

25 ix. **Final Report by Settlement Administrator:** Within ten (10)
26 days after the Settlement Administrator disburses all funds in the Gross Settlement
27 Amount, the Settlement Administrator will provide Class Counsel and Defendants'
28 Counsel with a final report detailing its disbursements of all payments made under this

1 Agreement. At least fifteen (15) days before any deadline set by the Court, the
2 Settlement Administrator will prepare, and submit to Class Counsel and Defendants’
3 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
4 all payments required under this Agreement. Class Counsel is responsible for filing the
5 Settlement Administrator's declaration in Court.

6 **VI. NULLIFICATION OF SETTLEMENT**

7 **69. Non-Approval of the Settlement Agreement:** This Settlement
8 Agreement is subject to approval by the Court. A failure of the Court to approve any
9 material condition of this Settlement Agreement shall render the entire Settlement
10 Agreement voidable and unenforceable as to all Parties herein at the option of the party
11 adversely affected thereby. In order to exercise the option to void the Settlement as
12 provided in this paragraph, a Party must give notice, in writing, to the other Party or
13 Parties (through their respective counsel of record) and to the Court. Upon such notice,
14 this Settlement Agreement shall be void and of no force and effect, and the parties shall
15 return to their respective positions in the litigation without prejudice to any party. If
16 the Settlement Effective Date does not occur, or if a Final Approval Order is not
17 entered, any certification of the FLSA Collective and California Class will be vacated
18 and Named Plaintiffs, Opt-In Plaintiffs, Defendants, the FLSA Collective, the
19 California Class, and the Aggrieved Employees will be returned to their respective
20 positions in the Action as if the Settlement had not been executed.

21 **70. Vacation, Reversal, or Material Modification of Final Approval**
22 **Order on Appeal or Review:** If, after appeal, a court vacates, reverses, or modifies
23 the Final Approval Order such that there is a material modification to this Agreement
24 and that court’s decision is not completely reversed, and the Final Approval Order is
25 not fully affirmed on review by a higher court, then either Party shall have the right,
26 but not the obligation, to void the Agreement, which the Party must do by giving
27 written notice to the other Party and the Court no later than thirty (30) days after the
28 final reviewing court’s decision vacating, reversing, or materially modifying the Final

1 Approval Order becomes final and non-appealable. A vacation, reversal, or
2 modification of the Court's award of the Service Award or Class Counsel's Attorneys'
3 Fees or Costs or the Administration Costs shall not constitute a vacation, reversal, or
4 material modification of the Final Approval Order.

5 **71. Defendants' Option to Void the Settlement:** At its option, Defendants
6 shall have the right to declare this Agreement null and void if 5% or more California
7 Class Members exclude themselves from the Settlement. Defendants may exercise that
8 option, once it has received notice from the Settlement Administrator of all requests for
9 exclusion submitted by California Class Members, by providing written notice to Class
10 Counsel prior to the Parties' filing their Joint Motion for Final Approval of this
11 Settlement Agreement. Upon such notice, this Settlement Agreement may be void and
12 of no force and effect, and the parties shall return to their respective positions in the
13 litigation without prejudice to any party.

14 **72.** If this Settlement is voided or the Settlement Effective Date or Final
15 Approval does not occur, this Settlement Agreement shall have no force or effect; all
16 negotiations, statements and proceedings related thereto shall be without prejudice to
17 the rights of any party, all of whom shall be restored to their respective positions in the
18 Action prior to the Settlement; and neither this Settlement Agreement or the facts and
19 circumstances leading to it including negotiating over its terms, nor any ancillary
20 documents, actions or filings shall be admissible or offered into evidence in the Action,
21 arbitration, or any other action for any purpose. Furthermore, both the Parties and their
22 counsel shall maintain the confidentiality of the settlement negotiations and shall not
23 share such discussions with any potential party or any other individual.

24 **73.** In the event this Settlement Agreement is voided or the Settlement
25 Effective Date or Final Approval does not occur, Defendants shall not be obligated to
26 make any payments to anyone under this Settlement Agreement and the Parties will be
27 restored to their respective positions in the Lawsuit prior to the Settlement without
28 prejudice to any party.

1 **VII. MISCELLANEOUS**

2 74. **Submissions to the LWDA:** At the same time as they submit this
3 Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall
4 submit a copy of this Agreement to the LWDA, as required by California Labor Code §
5 2699(l)(2). Within ten (10) days following the Settlement Effective Date, Class Counsel
6 shall submit a copy of the Final Approval Order and Judgment entered by the Court to
7 the LWDA, as required by California Labor Code § 2699(l)(3).

8 75. **Privacy of Documents and Information:** The Named Plaintiffs and
9 Class Counsel agree that none of the documents and information provided to them by
10 Defendant, including, but not limited to, the documents and information received in
11 connection with the Action through formal or informal discovery, the administration
12 of this settlement, or any other means, shall be used for any purpose other than
13 prosecution of this Action and the administration of this Agreement.

14 76. **Public Comment:** The terms of this Agreement shall remain confidential
15 until the filing of Plaintiffs’ Motion for Preliminary Approval. Named Plaintiffs, Opt-
16 In Plaintiffs, and Class Counsel agree not to make any public statements, issue any press
17 releases, place information regarding this settlement on their web sites, or make any
18 other announcements publicizing this settlement. If asked for comment by the media or
19 third parties, Named Plaintiffs and Class Counsel shall respond only with “no
20 comment” or statements agreed to by Defendants. Class Counsel may refer to the
21 Settlement in adequacy of counsel declarations, and following Preliminary Approval,
22 may state on their websites that they settled a wage and hour class action in federal court
23 for \$3,725,000.00, and may generally describe the claims at issue, provided that they
24 describe Defendants only as “Defendants Employer,” subject to Defendants’ rights to
25 approve the specific language used on the websites to ensure it does not contain
26 identifying information.

27 77. **Defendants’ Legal Fees:** Defendants’ legal fees and expenses in this
28 Action shall be borne by Defendants.

1 78. **Class Counsel’s Legal Fees:** The payment of the fees and costs to Class
2 Counsel provided for in this Agreement (i) shall constitute full and final satisfaction
3 of the obligation to pay any amounts to any person, attorney or law firm for attorneys’
4 fees, expenses or costs incurred by or on behalf of the Named Plaintiffs, Opt-In
5 Plaintiffs, or any of the Class/Collective Members in connection with this Action, and
6 (ii) shall relieve Defendants and their counsel of any claims or liability to any person,
7 attorney or law firm for any attorneys’ fees, expenses or costs to which any of them
8 may claim to be entitled on behalf of the Named Plaintiffs or any of the
9 Class/Collective Members arising out of or relating to any of the allegations in the
10 Operative Complaint in this Action or any of the Claims released or discharged in this
11 Agreement. In exchange for such payment, Class Counsel will remise, release, and
12 forever discharge any and all attorneys’ liens on the Settlement Amount and other
13 payments made pursuant to this Agreement.

14 79. **Computation of Time:** For purposes of this Agreement, if the prescribed
15 time period in which to complete any required or permitted action expires on a Saturday,
16 Sunday, or legal holiday (as defined by Fed. R. Civ. P. 6(a)(6)), such time period shall
17 be continued to the following business day. The term “days” shall mean calendar days
18 unless otherwise noted.

19 80. **No Solicitation:** The Parties separately agree that they and their respective
20 counsel and employees will not solicit any Class/Collective Member to opt out of, or
21 not opt-in to, or object to the Settlement, or appeal from the Judgment.

22 81. **Notices:** Unless otherwise specifically provided in this Agreement, all
23 notices, demands or other communications under this Agreement will be in writing
24 and will be deemed to have been duly given as of the third business day after mailing
25 by U.S. registered or certified mail, return receipt requested, addressed as follows:

26 To the Named Plaintiffs:
27 Shant A. Karnikian
28 Jerusalem F. Beligan
 Sheri R. Lalehzarian

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Kabateck LLP
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Email: jfb@kbklawyers.com

James L. Simon
Simon Law Co.
11 ½ N. Franklin Street
Chagrin Falls, Ohio 44022
Email: james@simonsayspay.com

Michael L. Fradin
Fradin Law
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
mike@fradinlaw.com

To the Defendants:

Jessica C. Gregg
Joel P. Kelly
Attwood Gregg LLP
527 W. 7th St., Suite 1200
Los Angeles, CA 90014

82. **Amendment or Modification:** This Agreement may not be changed, altered, or modified except in writing and signed by the Parties and their counsel and, if changes are made after Preliminary Approval of this Agreement by the Court, the changes are subject to approval by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

83. **Entire Settlement Agreement:** This Settlement Agreement and attachments constitutes the entire agreement between the Parties relating to the Settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written

1 and whether by a Party or such Party's legal counsel, are merged herein. The Parties
2 expressly acknowledge that they have not relied on any representations or promises not
3 expressly contained in this Settlement Agreement. No rights hereunder may be waived
4 except in writing.

5 **84. Authorization to Enter Into Settlement Agreement:** The signatories
6 hereby represent that they are fully authorized to enter into this Settlement Agreement
7 and bind the Parties hereto to the terms and conditions hereof.

8 **85. Binding Scope; No Prior Assignments:** This Settlement Agreement shall
9 be binding upon and inure to the benefit of the Parties hereto and their respective heirs,
10 trustees, executors, administrators, and successors. The Parties hereto represent,
11 covenant, and warrant that they have not directly or indirectly, assigned, transferred,
12 encumbered, or purported to assign, transfer or encumber to any person or entity any
13 portion of any liability, claim, demand, action, cause of action, or rights herein released
14 and discharged except as set forth herein.

15 **86. Counterparts:** This Settlement Agreement may be executed in one or
16 more counterparts, and when each of the undersigned has signed and delivered at least
17 one such counterpart, each counterpart shall be deemed an original, and, when taken
18 together with other signed counterparts, shall constitute one Settlement Agreement,
19 which shall be binding upon and effective as to all Parties. Signatures sent by facsimile
20 machine or scanned signatures in Portable Document Format sent by e-mail shall be
21 deemed original signatures. This Agreement may be signed electronically through the
22 use of DocuSign or another commercially available electronic signature software which
23 results in confirmed signatures delivered electronically to each of the Parties, and such
24 electronic signature or copy is effective to bind the party to this Agreement. All
25 executed copies of this Settlement Agreement, and photocopies thereof, shall have the
26 same force and effect and shall be legally binding and enforceable as the original.

27 **87. Cooperation and Drafting:** The Parties agree that the terms and
28 conditions of this Settlement Agreement are the result of lengthy, intensive, arm's

1 length negotiations between the Parties. This Settlement Agreement has been drafted
2 jointly by counsel for the Parties and shall not be construed in favor of or against any
3 Party.

4 **88. Governing Law:** All terms of this Settlement Agreement shall be
5 interpreted, enforced, and governed by California law without regard to choice-of-law
6 principles.

7 **89. Jurisdiction of the Court:** The Parties agree that the Court shall retain
8 jurisdiction over the interpretation, implementation and enforcement of this Settlement
9 Agreement as well as any and all matters arising out of, or related to, the interpretation,
10 implementation, and enforcement of this Settlement. Should any court action be filed
11 by either party as a result of the breach of this Agreement, the prevailing party in such
12 action shall be entitled to reimbursement of its reasonable attorneys' fees and costs
13 incurred in such action.

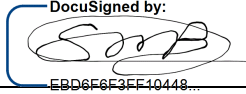
14 **90. Captions and Interpretations:** Paragraph titles or captions contained
15 herein are inserted as a matter of convenience and for reference, and in no way define,
16 limit, extend or describe the scope of this Agreement or any provision hereof. Each term
17 of this Agreement is contractual and not merely a recital.

18 IN WITNESS WHEREOF, the Parties and their Counsel have executed this
19 Agreement as follows:
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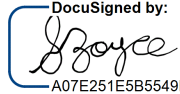
Dated: June 7, 2024

REPRESENTATIVE PLAINTIFF

By: /s/  EBD66F3FF10448...
SHARON OLIVEIRA

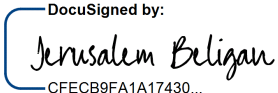
Dated: June 7, 2024

REPRESENTATIVE PLAINTIFF

By: /s/  A07E251E5B5549E...
SIMONE FRANCO DE ANDRADE
BOYCE


Dated: June 7, 2024

KABATECK LLP

By: /s/  CFECB9FA1A17430...
JERUSALEM F. BELIGAN

Dated: June 7, 2024

SIMON LAW CO.

By: /s/  E2A9336EFC7A437...
JAMES L. SIMON

Dated: June 7, 2024

FRADIN LAW

By: /s/  5DFE18690AAA4D6...
MICHAEL L. FRADIN

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Dated: June 7, 2024

DEFENDANTS LANGUAGE LINE SERVICES, INC. and ON LINE INTERPRETERS, INC.

By: ^{DocuSigned by:} /s/ Scott W. Klein
Scott W. Klein
President and CEO
On behalf of Defendants
LANGUAGE LINE SERVICES, INC. and
ON LINE INTERPRETERS, INC

Dated: June 7, 2024

ATTWOOD GREGG LLP

By: /s/ [Signature]
JESSICA C. GREGG
JOEL P. KELLY
Attorneys for Defendants
LANGUAGE LINE SERVICES, INC. and
ON LINE INTERPRETERS, INC

Exhibit A

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

CASE NO. 22-CV-02410-PCP-VKD

SHARON OLIVEIRA AND SIMONE DE ANDRADE BOYCE, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED V. LANGUAGE LINE SERVICES, INC. AND ON LINE INTERPRETERS, INC. (“THE ACTION”)

A court authorized this Notice. This is not a solicitation from a lawyer.

CLASS MEMBER NAME: _____

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN CALIFORNIA BY ON LINE INTERPRETERS, INC. AT ANY TIME FROM APRIL 1, 2018 THROUGH APRIL 1, 2024 AND ARE A MEMBER OF THE BELOW-DESCRIBED SETTLEMENT CLASSES AND/OR COLLECTIVE.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Sharon Oliveira and Simone De Andrade Boyce (“Plaintiffs” or “Class Representatives”) and Defendants, Language Line Services, Inc. and On Line Interpreters, Inc. (“Defendants.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendants violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California (for interpreters who worked in that state) in a variety of ways. Defendants deny those claims.
- You are getting this Notice because you are eligible to participate in the California Settlement Class. In addition, you may also be eligible to participate in the FLSA Settlement Collective and/or the payments to the PAGA Representative Group, depending on your dates of employment.
 - The California Class applies to everyone receiving this Notice and consists of all current and former Interpreters employed by On Line Interpreters, Inc. or any of its predecessors as non-exempt hourly employees at any time between April 18, 2018 and including April 1, 2024 and who have a home address in the State of California according to Defendants’ records.
 - The FLSA Collective consists of any Interpreters employed by On Line Interpreters, Inc. or any of its predecessors between April 18, 2020 and April 1, 2024.
 - The PAGA Representative Group consists of any Interpreters employed by On Line Interpreters, Inc. or any of its predecessors in California between November 16, 2021 and April 1, 2024.
- The Settlement provides you the opportunity to receive up to three separate and distinct cash payments depending on your dates of employment and which of the three settlement groups listed above apply to you based on those dates. This Notice summarizes the proposed settlement and release. For the precise terms of the settlement and the release, please see the Settlement Agreement by accessing it at [**INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR**], by contacting Class Counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, at 280 South 1st Street, Second Floor, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

BASIC OPTIONS UNDER THE SETTLEMENT

California:

Individuals receiving this Notice are members of the California Class. You are also a member of the PAGA Representative Group if you were employed as an interpreter by On Line Interpreters, Inc. between April 18, 2021 and April 1, 2024. You do not need to take any action to be a part of the California Settlement Class or the PAGA Representative Group. As a participating member of either of these groups, you will be entitled to receive the applicable settlement payments. However, as a participating California Class or PAGA Group member, you will give up and release your right to assert California wage and hour and PAGA claims that arose during the relevant periods against Defendants as detailed below. You have the right to exclude yourself from the California Settlement Class by submitting a written request for exclusion to the Settlement Administrator. If you do so, you will not receive a California Settlement payment, but will preserve your right to personally pursue California wage and hour claims from the relevant period against Defendants. You do not have a right to exclude yourself from the PAGA portion of the proposed settlement.

FLSA:

If you are a member of the FLSA Collective (dates of employment between April 18, 2020 and April 1, 2024), and wish to become a member of the FLSA Settlement Collective so that you can claim a portion of the FLSA Settlement, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below. If you do not opt-in before the deadline listed below, you will not become a member of the FLSA Settlement Collective, will not receive an FLSA Settlement payment, and will not be bound by the terms of the FLSA Release and/or the portions of the Settlement pertaining to the FLSA claims.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

TO RECEIVE APPLICABLE SETTLEMENT PAYMENTS

To receive a cash payment from the California Settlement, you need not take any action. If you do nothing, you will receive a cash payment from the California Settlement and will give up your rights to be part of any other lawsuit involving the same or similar legal claims as the ones in this case, and will release all such claims.

If you are a member of the PAGA Representative Group, you do not need to take any action to receive an individual PAGA payment. If you are not a member of the PAGA Representative Group, you are not eligible to receive an individual PAGA payment.

To receive a cash payment from the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING].

EXCLUDE YOURSELF FROM THE CALIFORNIA SETTLEMENT; DO NOTHING IN REGARD TO THE FLSA SETTLEMENT

The only way for you to exclude yourself from the California Settlement is to submit a Request for Exclusion to the Settlement Administrator postmarked no later than [INSERT 45 DAYS FROM FIRST MAILING]. Persons who elect to exclude themselves are “Opt Outs.” Instructions for submitting a Request for Exclusion are set forth below. If you submit a proper Request for Exclusion, you will not receive any money from the California Settlement and you will not release any claims you may have against Defendants under California law (other than PAGA).

You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay individual PAGA payments to all PAGA Representative Group members and all PAGA Representative Group members must give up their rights to pursue released PAGA claims (as detailed below).

If you do not complete the attached “Opt-in Form” by [INSERT 60 DAYS FROM FIRST MAILING] you will not be included in the FLSA Settlement. If you do not complete the attached “Opt-in Form” by [INSERT 60 DAYS FROM FIRST MAILING] you will not receive any payment from the FLSA Settlement and you will not release any claims you may have against Defendants under federal law.

OBJECT

If you wish to object to the California Settlement, you must submit a written Objection and supporting papers to the Court postmarked or time-stamped no later than 11:59 p.m. on [INSERT 45 DAYS FROM FIRST MAILING]. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, as described below.

All California Class Members who do not opt-out can object to any aspect of the proposed Settlement. However, you cannot ask the Court to order a different settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel, the Class Representatives who pursued the Action on behalf of the Class and Collective, and the Settlement Administrator. You are not personally responsible for any payments to Class Counsel or Class Representatives, but the amounts of these payments reduce the net settlement amount available for distribution to class and collective members. You can object to the amounts of these payments if you think they are unreasonable. See Section 18 of this Notice.

Objections shall only be considered from California Class members who have not excluded themselves from the California Settlement. Any individual who excludes themselves from the California Settlement Class will be deemed to have waived any right to object and any objection to the Settlement.

There is no right to object to the PAGA portion of the Settlement or the FLSA portion of the Settlement.

- **These rights and options, and how to exercise them, are explained in more detail in this Notice.**
- **The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if there are no appeals.**
- **Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.**

BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because Defendants’ records show that Defendants or any of their predecessors employed you as an interpreter in the State of California between April 18, 2018 and April 1, 2024. As such, you are a member of the California Class that has been agreed to for purposes of this Settlement (a “California Class Member”).

If Defendants’ records show that Defendants or any of their predecessors employed you as an interpreter in the United States (the 50 states plus Washington, DC), at any point between April 18, 2020 and April 1, 2024, you are also an FLSA Collective Member for purposes of this Settlement.

If Defendant’s records show that Defendants or any of their predecessors employed you as an interpreter in California between November 16, 2021 and April 1, 2024, you are also a PAGA Representative Group Member for purposes of this Settlement.

This Notice tells you how you can be part of each portion of this Settlement that is applicable to you based on your dates and location(s) of employment and how you can exclude yourself from the California and FLSA portions of the Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for Defendants in the United States as interpreters. More particularly, Plaintiffs alleged among other things that Defendants violated the Fair Labor Standards Act (“FLSA”), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed, and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective.

Plaintiffs also alleged claims under California law. Plaintiffs alleged among other things that Defendants had, with respect to them individually and/or each such employee, failed to provide required meal or rest periods or to pay wage premiums for missing, late or short meal or rest periods; failed to provide complete and accurate wage statements; failed to keep accurate and complete payroll records; failed to pay all wages, minimum wages, and/or premium overtime wages owed; failed to adequately reimburse employees for business expenses; failed to timely pay all earned wages and final paychecks due at the time of separation of employment; failed to pay all accrued and vested PTO wages; violated the California Private Attorneys General Act (the “PAGA”); and engaged in unfair business practices in violation of California Business & Professions Code section 17200. In the Action, Plaintiffs sought monetary relief (including damages, restitution, and penalties) and other relief on behalf of the Settlement Class.

Plaintiffs and Defendants believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective, the California Class, and the PAGA Representative Group.

3. Why is the lawsuit a class action and a collective action?

In a class action, one or more people called a “Class Representative” (in this case, Sharon Oliveira, and Simone De Andrade Boyce) sues on behalf of people who are alleged to have similar claims. All of these people are a “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class. On **[INSERT DATE MPA IS GRANTED]**, the Honorable P. Casey Pitts, the judge assigned to this case, issued an order preliminarily certifying the California Settlement Class.

A collective action is similar to a class action but is brought pursuant to the FLSA or similar state laws that require individuals to opt-in to become part of the case. Like a class action, one or more people called a “Class Representative” (in this case, in this case, Sharon Oliveira and Simone De Andrade Boyce) sue on behalf of people who are alleged to have similar claims. All such people have the ability to become a part of the “collective.” In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become “Collective Members” or “Opt-ins” only if they provide their written consent to join as described herein. Individuals that do not elect to participate in the lawsuit do so by declining to provide their written consent to

join (i.e., taking no action). Individuals who decline to provide their written consent to join will not become FLSA Settlement Collective Members, will not receive any share of the Settlement, and will not release any FLSA claims that they may have against the Defendants.

4. Who is in the Settlement Class/Collective?

The California Class is defined as any California-based Interpreter employed by Defendants or any of their predecessor companies from April 18, 2018 through and including April 1, 2024. Any California Class Member who does not opt-out of this Settlement will be a member of the California Settlement Class.

The PAGA Representative Group consists of any Interpreters employed by Defendants or any of their predecessors in California between November 16, 2021 and April 1, 2024. All PAGA Representative Group members will receive individual PAGA payments under this Settlement.

The FLSA Collective is defined as any Interpreters employed by Defendants or any of their predecessors in the United States (including California) between April 18, 2020 through and including April 1, 2024. The FLSA Settlement Collective is made up of each FLSA Collective member who has opted-in to the Settlement by completing and returning the attached “Opt-in Form” (as described above) no later than [INSERT 60 DAYS FROM FIRST MAILING].

5. Why is there a settlement?

No Court has made any determination whether Defendants or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendants deny all of the claims in the Action. The Class Representatives and their lawyers believe the Settlement is fair, adequate and reasonable and in the best interests of all California Settlement Class members, FLSA Collective members, and PAGA Representative Group members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of \$3,725,000.00. From this Settlement Amount, \$1,557,833.33 is being allocated to the California Settlement Amount, \$800,500.00 is being allocated to the FLSA Settlement Amount, and \$225,000.00 is being paid as penalties under the PAGA.

Certain amounts approved by the Court will be deducted from the Settlement Amount, ; specifically, attorneys’ fees of not more than \$1,241,666.67 and costs of not more than \$50,000 incurred for representing Plaintiffs and the Settlement Class in the Action; service awards of not more than \$25,000 collectively to Plaintiffs and Opt-In FLSA Plaintiffs for initiating the Action and providing services in support of the Action; ; and the fees and expenses of the Settlement Administrator estimated not to exceed \$50,000. If the Court approves less than the above-listed amounts for any of the items listed above, that amount will be available to pay Settlement Class Members who elect to opt-in to the FLSA Settlement and who do not opt-out of the California Settlement.

Pursuant to PAGA, Seventy-Five Percent (75%) of the approved PAGA Gross Settlement Amount will be paid to the Labor and Workforce Development Agency (“LWDA”) and Twenty Five Percent (25%) shall become the “Net PAGA Amount” and shall be distributed to the PAGA Representative Group as set forth herein.

Under the terms of the California Settlement, the California Net Settlement Amount will be allocated on the basis of each California Settlement Class Member’s total California part-time workweeks and California full-time workweeks. Each California part-time workweek will be equal to one (1) California Settlement Share. Each California full-time workweek will be equal to one and one-half (1.5) California Settlement Shares. Each California Settlement Class Member’s California Settlement Award will be based on their proportionate share of the total California Settlement Shares. California Settlement Class Members’ California Settlement Awards shall be allocated as 20% wages and 80% non-wage income. The Settlement Administrator shall, from the California Settlement Awards assigned to each California Settlement Class Member, deduct the employee’s tax and other wage withholdings for the wage portion. Defendants will separately pay the employer’s portion of these tax payments. Each California Settlement Class Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the PAGA Settlement, the Net PAGA Amount will be allocated on the basis of each PAGA Representative Group Member’s total PAGA Pay Periods. Each PAGA Representative Group Member’s PAGA Settlement Award will be based on their proportionate share of the total PAGA Pay Periods. Each PAGA Settlement Award shall be allocated as follows: 100% will be considered penalties and interest. The Settlement Administrator shall issue an IRS Form 1099 for the PAGA Settlement Awards.

PAGA Representative Group Members assume full responsibility and liability for any taxes owed on their PAGA Settlement Payments. None of the payments will be eligible for benefit contributions or employee matching.

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Settlement Collective members on the basis of each FLSA Settlement Collective Member's total workweeks in part-time status and total workweeks in full-time status. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to one and one-half (1.5) FLSA Settlement Shares. Each FLSA Settlement Collective Member's FLSA Settlement Award will be based on their proportionate share of the total FLSA Settlement Shares. FLSA Settlement Collective Members' FLSA Settlement Awards shall be allocated as 20% wages and 80% non-wage income. The Settlement Administrator shall, from the FLSA Settlement Awards assigned to each FLSA Settlement Collective Member, deduct the employee's tax and other wage withholdings for the wage portion. Defendants will separately pay the employer's portion of these tax payments. Each FLSA Settlement Collective Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

7. What am I giving up in exchange for the settlement benefits?

Upon the Settlement Effective Date, you will be releasing claims and the right to bring your own lawsuit depending on the settlement group(s) to which you belong. The full language of the release(s) that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the release(s) that apply. Generally, the releases are as follows:

1. All California Settlement Class Members will release the Released Parties from any and all claims or obligations arising from alleged violations of California's wage orders, the California Labor Code, the California UCL, PAGA, or any other source of state, federal, or local law that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the time period between April 18, 2018 and April 1, 2024. This includes, but is not limited to, claims for unpaid wages including overtime wages, off-the-clock wages, minimum wages, failure to timely pay wages both during employment and after termination of employment, claims for failure to keep accurate and complete payroll records, claims for failure to provide accurate and complete wage statements, claims for missed, short, or late meal periods, claims for missed, short, or late rest breaks, claims for failure to reimburse for necessary business expenses, claims for failing to pay wage premiums of any type (including overtime or missed meal or rest periods), claims for statutory damages, penalties, and/or interest, including, but not limited to, recordkeeping penalties, wage statement penalties or damages, minimum-wage penalties, missed meal-period and rest-break penalties, waiting-time penalties, penalties under PAGA, premiums arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders; interest; liquidated damages; and attorneys' fees and costs. However, if a California Settlement Class Member has not submitted an Opt-In Consent Form indicating their consent to join the FLSA Settlement Collective, the California Settlement Class Member will not release FLSA claims, although Defendants retain any defenses to unreleased FLSA claims.
2. All FLSA Settlement Collective Members will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA") that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid rest breaks, and any related claims for attorneys' fees, liquidated damages, interest, litigation expenses or any other costs or expenses.
3. All members of the PAGA Representative Group shall be deemed to have released and forever discharged the Released Parties from any and all claims under the Private Attorneys General Act of 2004 ("PAGA") for civil penalties for Labor Code violations identified, pleaded, or otherwise set out in, or which could have been alleged based on the factual allegations in the Action, including any claims for related attorneys' fees and costs.

In each of the sections above, "Released Parties" means Language Line Services, Inc., On Line Services, Inc., all of their current and former parent companies, current and former subsidiaries, affiliates, and other related entities and individuals, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will be bound by referencing the full Settlement Agreement.

8. Can Defendants, retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with Defendants or future work or employment with Defendants. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

9. How do I get a cash payment?

You are not required to take any action to receive your share of the California Settlement or the PAGA Settlement. If you do nothing, your share of the California and PAGA settlement proceeds will be mailed to you, and you will be bound by the release of the California Released Claims and the PAGA Released Claims summarized above and set forth in full in the Settlement Agreement.

To receive your share of the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting **[INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]**. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

10. When will I get my check?

Checks will be mailed to Settlement Class/Settlement Collective Members and PAGA Representative Group Members eligible to receive benefits after the Court grants “final approval” of the Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

EXCLUDING YOURSELF FROM THE CALIFORNIA SETTLEMENT

11. How do I ask the Court to exclude me from the California Settlement Class?

Any California Settlement Class Member who does not wish to participate in the California Settlement may exclude themselves from the Settlement (i.e., “Opt Out”) by sending a written Request for Exclusion by first class mail or email to:

[INSERT NAME/ADDRESS/PHONE NUMBER/EMAIL OF SETTLEMENT ADMINISTRATOR]

Your Request for Exclusion must include the following: (1) a statement that “I wish to exclude myself from the settlement reached in the matter of Oliveira v. Language Line Services, Inc. I understand by excluding myself, I will not receive any money from the California Settlement reached in the matter”; (2) your name, address, and the last four digits of your Social Security number or the person requesting exclusion; and (3) your signature.

Your request for exclusion must be postmarked on **[INSERT 45 DAYS FROM FIRST MAILING]** and returned to the Settlement Administrator at the address or email address specified above.

Your Request for Exclusion will not be valid if it is not timely submitted, if it is not signed, or if it does not contain the name and address of the Settlement Class Member. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before **[INSERT 45 DAYS FROM FIRST MAILING]** shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the California Settlement, will not receive proceeds from the California Settlement, and will not be bound by the terms of the in the California portion of the Settlement Agreement, or the California release of claims described above.

12. If I exclude myself, can I get anything from the California Settlement? And, how does excluding myself impact my participation in the FLSA Settlement and/or the PAGA Settlement?

If you exclude yourself now you will not get anything from the California Settlement. If you ask to be excluded, you will not get a cash payment from the California Settlement, and you cannot object to the Settlement. But you retain all rights to assert a claim against Defendants in the future, subject to any defenses that Defendants may assert. You will not be bound by the terms of the in the California portion of the Settlement Agreement, or the California release of claims described above.

However, excluding yourself from the California Settlement will not: (1) prevent you from opting-in to the FLSA Settlement, if you should so desire, or (2) impact your participation in the PAGA Settlement, if you are a PAGA Representative Group member and the Settlement Agreement is given final approval.

13. Can I choose to be a part of the California Settlement Class but not the FLSA Settlement Class?

Yes. If you take no action in regard to this Notice, you will automatically be a part of the California Settlement Class, and if applicable based on your dates of employment, the PAGA Representative Group. You will not be included in the FLSA Settlement Class unless you affirmatively opt-in as described above, so if you take no action, you will not be included in the FLSA Settlement Class. Thus, if you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by **[INSERT 60 DAYS FROM FIRST MAILING]**, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA portion of the Settlement Agreement, including the FLSA release of claims described above.

14. If I don't exclude myself from the California Settlement, can I sue later?

Not as to any California Settlement Released Claims. Unless you exclude yourself, you give up the right to sue Defendant and other parties for any California Settlement Released Claims. You must exclude yourself from the California Settlement to start or continue your own lawsuit on the California Settlement Released Claims, again subject to any defenses that any Defendant may assert.

15. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to California Settlement Class Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall go to the California State Controller's Unclaimed Property Fund (or, if the Settlement Class Member no longer lives in California, to their home state), in the name of the individual to be held as unclaimed property for the benefit of the Settlement Class Member.

All settlement checks sent to FLSA Settlement Collective Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be returned to Defendant.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class. If you have any questions about the settlement, please contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant A. Karnikian
Jerusalem F. Beligan
Sheri R. Lalehzarian
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
Skokie, IL 60076
Telephone: (847) 986-5889
Email: mike@fradinlaw.com

SIMON LAW CO.
James L. Simon
11 ½ N. Franklin Street
Chagrin Falls, Ohio 44022
Telephone: (216) 816-8696
Email: james@simonsayspay.com

17. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendants agree to pay up to \$1,241,666.67 in attorneys' fees and \$50,000 in costs to Class Counsel. Subject to court approval, Defendants also agree to pay a service award to Plaintiffs and Class Representatives Sharon Oliveira and Simone De Andrade Boyce of up to \$8,000.00 to each of them for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendants shall pay up to \$50,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts.

OBJECTING TO THE CALIFORNIA SETTLEMENT

18. How do I object to the California Settlement?

If you do not file a Request for Exclusion, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To object, you must send the Court a written statement that you object to the Settlement in *Oliveira v. Language Line Services, Inc.*, Case No. 5:22-CV-02410-PCP-VKD (N.D. Cal.). The objection must be filed with the Court via CM/ECF or at the following address: Office of the Clerk of the Court United States District Court for the Northern District of California, 280 South 1st Street, Second Floor, San Jose, CA 95113. The objection must be in writing, must be personally signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Settlement Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. Your objection must be filed on or before 11:59 p.m. on **INSERT 45 DAYS FROM FIRST MAILING**. If you are represented by a lawyer, he or she must file an appearance or seek pro hac vice admission to practice before the Court and file the objection via CM/ECF.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting document to Class Counsel via mail, hand, or overnight delivery service by no later than **INSERT 45 DAYS FROM FIRST MAILING** at the addresses listed under Question 16, above.

Any objection must be filed with the Court via CM/ECF or at the following address:

Office of the Clerk of the Court
United States District Court for the Northern District of California
280 South 1st Street, Second Floor
San Jose, CA 95113

19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the California Settlement. You can object only if you stay in the California Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the California Settlement Class. If you exclude yourself, you will have no basis to object because the California Settlement will no longer affect you.

THE COURT'S FAIRNESS HEARING ON THE SETTLEMENT

The Court will hold a hearing to decide whether to finally approve the Settlement.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing at the Robert F. Peckham United States Courthouse located at 280 South 1st Street, San Jose, CA 95113, **on [DATE] at [TIME]**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. You can appear at the hearing to have your objections considered by the Court. You may also pay another lawyer to attend, but it is not required.

Exhibit B

1 **UNITED STATES DISTRICT COURT**
2 **NORTHERN DISTRICT OF CALIFORNIA**

3
4 SHARON OLIVEIRA and SIMONE
5 FRANCO DE ANDRADE BOYCE,
6 individually, and on behalf of
7 themselves and all others similarly
situated,

8 Plaintiffs,

9 v.

10 LANGUAGE LINC SERVICES,
11 INC., ON LINE INTERPRETERS,
12 INC., and DOES 1 through 10,
13 inclusive,

14 Defendants.

Case No. 5:22-cv-02410-PCP-VKD

**CONSENT TO JOIN FLSA
COLLECTIVE FOR
SETTLEMENT PURPOSES**

Judge: Hon. P. Case Pitts
Courtroom: 8 (4th Floor)

Magistrate Judge: Hon. Virginia K.
DeMarchi
Courtroom: 2 (5th Floor)

Trial Date: Not Set
Complaint Filed: April 18, 2022
FAC Filed: January 23, 2023

15
16
17 **CONSENT TO JOIN FLSA COLLECTIVE FOR SETTLEMENT PURPOSES**

18
19 ***THIS FORM MUST BE RETURNED VIA MAIL OR ELECTRONICALLY BY***
20 ***[INSERT 60 DAYS FROM FIRST MAILING] OR YOU WILL NOT BE A PART***
21 ***OF THE FLSA SETTLEMENT IN THIS ACTION.***
22

23
24 I consent to join the collective action lawsuit entitled *Sharon Oliveira and Simone*
25 *De Andrade Boyce v. Language Line Solutions, Inc. and On Line Interpreters, Inc.*,
26 pending in the United States District Court, Northern District of California, Case No.
27 22-cv-02410 and to be an Opt-In Plaintiff in the case against Defendants, Language
28 Line Solutions, Inc. and On Line Interpreters, Inc. (“Defendants”) for settlement

1 purposes. I am currently and/or have been employed as an interpreter for Defendants
2 or its predecessor companies at times between April 18, 2020 through and including
3 April 1, 2024, and I consent and agree to join this action to pursue my portion of the
4 settlement of claims to recover unpaid wages, liquidated damages and interest in
5 connection with the above-referenced lawsuit arising out of my employment and based
6 upon the federal Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”).

7 I understand that this lawsuit is brought under the FLSA, among other laws. I
8 hereby consent, agree, and “opt in” to become a plaintiff herein for settlement purposes
9 and to be bound by the settlement of the FLSA portion of this action. I hereby designate
10 the named plaintiffs, Sharon Oliveira and Simone De Andrade Boyce, and Plaintiffs’
11 counsel (Kabateck LLP, Simon Law Co., and Fradin Law) to represent me for this
12 purpose.

13 I understand that the Settlement Agreement is subject to approval by the Court.
14 If the Settlement Agreement does not go into effect, the FLSA Collective agreed upon
15 for purposes of the Settlement will no longer be certified, meaning this consent will be
16 of no effect and I will no longer be a part of the lawsuit unless I take other affirmative
17 action to become a part of it.

18 By signing below, I verify that I have read and understood the Court-Authorized
19 Notice of Settlement in this case and that I am agreeing to bound by the terms of the
20 Settlement Agreement and the release of my FLSA claims as described in the Notice of
21 Settlement.

22
23 Name: _____

24
25 Address: _____

26 Number/Street

27 _____
28 City, State & Zip Code

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E-Mail: _____

Telephone: _____

Signature: _____ Dated: _____

Please submit electronically or return in the accompanying postage pre-paid envelope to:

[INSERT NAME/ADDRESS/PHONE NUMBER/EMAIL OF SETTLEMENT ADMINISTRATOR]

Exhibit C

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

CASE NO. 22-CV-02410-PCP-VKD

SHARON OLIVEIRA AND SIMONE DE ANDRADE BOYCE, AS INDIVIDUALS AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED V. LANGUAGE LINE SOLUTIONS, INC. AND ON LINE INTERPRETERS, INC. (“THE ACTION”)

A court authorized this Notice. This is not a solicitation from a lawyer.

NAME: _____

ATTENTION: EMPLOYMENT RECORDS SHOW THAT YOU ARE OR WERE EMPLOYED AS AN INTERPRETER IN THE UNITED STATES BY ON LINE INTERPRETERS, INC. AT ANY TIME FROM APRIL 18, 2020 THROUGH APRIL 1, 2024, AND ARE A MEMBER OF THE BELOW-DESCRIBED FLSA COLLECTIVE.

- A proposed settlement (the “Settlement”) has been reached between Plaintiffs Sharon Oliveira and Simon De Andrade Boyce (“Plaintiffs” or “Class Representatives”) and Defendants, Language Line Solutions, Inc. and On Line Interpreters, Inc. (“Defendants.”)
- The Settlement resolves a class action/collective action lawsuit in which Plaintiffs claim Defendants violated wage and hour laws; specifically, the Fair Labor Standards Act (“FLSA”) of the United States, as well as the state laws of California (for interpreters who worked in that state) in a variety of ways. Defendants deny those claims. You are getting this Notice because you are part of the FLSA Collective that has been agreed to for purposes of the Settlement. The FLSA Collective consists of any Interpreters employed by Defendants or any of its predecessors between April 18, 2020 through and including April 1, 2024.
- As a member of the FLSA Collective, you are eligible to participate in the FLSA Settlement. Because you were not employed in California between April 18, 2018 and April 1, 2024, you are not eligible to participate in that portion of the Settlement which applies exclusively to interpreters who worked in California during the specified period of time.
- The FLSA Settlement provides for cash payments as explained in this Notice.
- **To become a member of the FLSA Settlement Collective and receive a Settlement Payment, you must follow the instructions in this Notice to opt-in to the Settlement before the deadline listed below.**
- This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the Settlement Agreement by accessing it at [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR], by contacting Class Counsel (contact information below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, at 280 South 1st Street, Second Floor, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE FLSA SETTLEMENT

TO RECEIVE AN FLSA SETTLEMENT PAYMENT	To receive your share of the FLSA Settlement described in more detail below, you must complete and return the attached “Opt-in Form” no later than [INSERT 60 DAYS FROM FIRST MAILING]. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than [INSERT 60 DAYS FROM FIRST MAILING].
DO NOTHING	If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by [INSERT 60 DAYS FROM FIRST MAILING], you will not receive an FLSA Settlement payment, and you will not be bound by the terms of FLSA Release and/or the portions of the Settlement pertaining to the FLSA claims.

- These rights and options, and how to exercise them, are explained in more detail in this Notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Cash payments will only be issued if the Court grants final approval of the FLSA Settlement and after the time for appeals has ended and any appeals are resolved, if applicable. Payments are expected to be mailed by approximately **DATE** if the Settlement is given final approval and there are no appeals.
- Additional information regarding the FLSA Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.

BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because Defendants’ records show that you were employed by Defendants or any of their predecessors as an Interpreter in the United States (the 50 states plus Washington, DC) at any point between April 18, 2020 through and including April 1, 2024. This Notice tells you how you can be part of this Settlement or how you can exclude yourself from this Settlement.

2. What is the Action about?

In the Action, Plaintiffs alleged claims on behalf of certain hourly, non-exempt employees who worked for Defendants in the United States as interpreters. More particularly, Plaintiffs alleged among other things that Defendants violated the Fair Labor Standards Act (“FLSA”), with respect to them individually and/or each such employee, by failing to pay all minimum wage and overtime owed, and failing to adequately reimburse employees for business expenses. In the Action, Plaintiffs sought monetary relief on behalf of an FLSA Collective. Plaintiffs and Defendants believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the FLSA Collective.

3. Why is the lawsuit a collective action?

In a collective action, one or more people (in this case, Sharon Oliveira and Simon De Andrade Boyce) sue on behalf of people who are alleged to have similar claims. All such people have the ability to become a part of the “collective” and are receiving this court-approved Notice. In a collective action, eligible individuals within the collective cannot participate in the lawsuit or any settlement without timely providing their written consent to join. Individuals who elect to participate in the lawsuit and any settlement resulting therefrom become “Collective Members” or “Opt-ins” only if they provide their written consent to join as described herein. Individuals that choose not to participate in the lawsuit do so by declining to provide their written consent to join (i.e., taking no action). Individuals that decline to provide their written consent to join will not become FLSA Settlement Collective Members, will not receive any share of the Settlement, and will not release any claims that they may have against the Defendants.

4. Who is in the FLSA Collective and Who is in the FLSA Settlement Collective

The FLSA Collective consists of any Interpreters employed in the United States by Defendants or any of their predecessors between April 18, 2020 through and including April 1, 2024. The FLSA Settlement Collective is any FLSA Collective member who has opted-in to the Settlement by completing and returning the attached “Opt-in Form” (as described above) no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

5. Why is there a settlement?

No Court has made any determination whether Defendants or Plaintiffs are correct on the merits. However, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The FLSA Settlement does not mean that any law was broken. Defendants deny all of the claims in the Action. The Settlement Representatives and their lawyers believe the FLSA Settlement is fair, adequate and reasonable and in the best interests of all FLSA Collective Members.

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Settlement Amount of \$3,725,000.00. Certain amounts approved by the Court will be deducted from the Settlement Amount, specifically, attorneys’ fees of not more than \$1,241,666.67 and costs of not more than \$50,000 incurred for representing Plaintiffs and the Settlement Class in the Action; service awards of not more than \$25,000 collectively to Plaintiffs and the Opt-In FLSA Plaintiffs for initiating the Action and providing services in support of the Action;; and the fees and expenses of the Settlement Administrator estimated not to exceed \$50,000. Of the remaining net amount, \$800,500.00 is being allocated to the FLSA Collective. If the Court approves less than the above-listed amounts for any of the deductions listed above, that amount will be available to pay Settlement Class Members who elect to opt-in to the FLSA Settlement and who do not opt-out of the California Settlement.

Under the terms of the FLSA Settlement, the FLSA Net Settlement Amount will be allocated to FLSA Settlement Collective members on the basis of each FLSA Settlement Collective Member's total workweeks in part-time status and total workweeks in full-time status. Each FLSA part-time workweek will be equal to one (1) FLSA Settlement Share. Each FLSA full-time workweek will be equal to one and one-half (1.5) FLSA Settlement Shares. Each FLSA Settlement Collective Member's FLSA Settlement Award will be based on their proportionate share of the total FLSA Settlement Shares. FLSA Settlement Collective Members' FLSA Settlement Awards shall be allocated as 20% wages and 80% non-wage income. The Settlement Administrator shall, from the FLSA Settlement Awards assigned to each FLSA Settlement Collective Member, deduct the employee's tax and other wage withholdings for the wage portion. Defendants will separately pay the employer's portion of these tax payments. Each FLSA Settlement Collective Member will receive an IRS Form W-2 to report the wage portion of the amount paid to them and an IRS Form 1099 for the non-wage portion. None of the payments will be eligible for benefit contributions or employee matching.

7. What am I giving up in exchange for the FLSA Settlement benefits?

Upon the Settlement Effective Date, all FLSA Settlement Collective Members will be releasing claims and the right to bring their own lawsuit under the FLSA. The full language of the FLSA release that will apply to you can be found in the Settlement Agreement and you should review that document to understand the full extent of the FLSA release. Generally, the release provides that FLSA Settlement Collective Members will release the Released Parties from any and all claims or obligations arising from alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA") that were or could have been pled based upon the factual allegations that were alleged in any of the complaints filed in this Action, so long as the claims arose during the FLSA Collective Period. This includes but is not limited to all claims for unpaid wages, including overtime wages, off-the-clock wage claims, minimum wage claims, claims for failure to reimburse for necessary business expenses, claims for unpaid rest breaks, and any related claims for attorneys' fees, liquidated damages, interest, litigation expenses or any other costs or expenses.

"Released Parties" means Language Line Solutions, Inc., On Line Interpreters, Inc., all of their current and former parent companies, current and former subsidiaries, affiliates, and other related entities and individuals, as fully defined in the Settlement Agreement.

You may later discover new or currently unknown facts about the claims you have released, but your releases of these claims will remain in effect and valid even if you later discover such new or unknown facts. You can talk to one of the lawyers listed below for free or you can talk to your own lawyer if you have questions about the claims you are releasing and what they mean. You may also get the full legal text of the releases by which you will be bound by referencing the Settlement Agreement.

8. Can Defendants retaliate against me for participating in the settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with Defendants or future work or employment with Defendants. It would be unlawful for an employer to take any adverse action against an individual as a result of their participation in a lawsuit or a settlement.

HOW TO GET A CASH PAYMENT

9. How do I get a cash payment?

To receive your share of the FLSA Settlement described above, you must complete and return the attached "Opt-in Form" no later than **[INSERT 60 DAYS FROM FIRST MAILING]**. You may complete the attached Opt-in Form and return it by mail in the pre-postaged return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting **[INSERT LINK PROVIDED BY SETTLEMENT ADMINISTRATOR]**. Follow the prompts to complete the electronic form until you have received confirmation that your form has been submitted electronically. Mailed Opt-In Forms must be postmarked, and electronic Opt-In Forms must be submitted, no later than **[INSERT 60 DAYS FROM FIRST MAILING]**.

10. When will I get my check?

Checks will be mailed to FLSA Settlement Collective Members after the Court grants "final approval" of the Settlement, and after time for appeals has ended and any appeals have been resolved, if applicable. If the judge approves the settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

11. What happens if I don't opt-in?

If you do not wish to participate in the FLSA Settlement, you should not return the Opt-in Form. If you do not return a properly completed Opt-in Form by mail or electronically by **[INSERT 60 DAYS FROM FIRST MAILING]**, you **will not** receive an FLSA Settlement payment, and you **will not** be bound by the terms of the FLSA Settlement, including the release of claims described above.

12. What happens with any unclaimed or unpaid settlement funds?

All settlement checks sent to FLSA Settlement Collective Members and not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be returned to Defendants.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

If you elect to opt-in to this matter, you agree to allow the Class Representatives to make decisions on your behalf. The Class Representatives are represented by the attorneys listed below. If you have any questions regarding this case or the Settlement, please feel free to contact any of the attorneys listed below.

KABATECK LLP
Brian S. Kabateck
Shant A. Karnikian
Jerusalem F. Beligan
Sheri R. Lalehzarian
633 W. Fifth Street, Suite 3200
Los Angeles, CA 90071
Telephone: (213) 217-5000
Email: jfb@kbklawyers.com

FRADIN LAW
Michael L. Fradin
8401 Crawford Ave., Ste. 104
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14. How will the costs and attorneys' fees for the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay up to \$1,241,666.67 in attorneys' fees and \$50,000.00 in costs to Class Counsel. Subject to court approval, Defendant also agrees to pay a service award to Plaintiffs and Class Representatives Sharon Oliveira and Simone De Andrade Boyce of up to \$8,000.00 to each of them for serving as a Class Representative and taking on the risk of litigation and in exchange for a general release. Subject to court approval, Defendants shall pay up to \$50,000.00 for the Settlement Administrator's costs and fees associated with administering the Settlement. The Court may award less than these amounts.