

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

CASE NO. 5:22-CV-02410-PCP

**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: <<EMPLOYEE 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 [www.FLSAInterpreterSettlement.com](http://www.FLSAInterpreterSettlement.com), 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 1<sup>st</sup> 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 November 16, 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

<p><b>TO RECEIVE APPLICABLE SETTLEMENT PAYMENTS</b></p>	<p>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.</p> <p>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.</p> <p>To receive a cash payment from the FLSA Settlement, you must complete and return the attached “Opt-in Form” no later than October 29, 2024. You may complete the attached Opt-in Form and return it by mail in the pre-postage return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting <a href="http://www.FLSAInterpreterSettlement.com">www.FLSAInterpreterSettlement.com</a>. 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 October 29, 2024.</p>
<p><b>EXCLUDE YOURSELF FROM THE CALIFORNIA SETTLEMENT; DO NOTHING IN REGARD TO THE FLSA SETTLEMENT</b></p>	<p>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 October 14, 2024. 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).</p> <p>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).</p> <p>If you do not complete the attached “Opt-in Form” by October 29, 2024, you will not be included in the FLSA Settlement. If you do not complete the attached “Opt-in Form” by October 29, 2024, 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.</p>
<p><b>OBJECT</b></p>	<p>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 October 14, 2024. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, as described below.</p> <p>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.</p> <p>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.</p> <p>There is no right to object to the PAGA portion of the Settlement or the FLSA portion of the Settlement.</p>

- 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 February 24, 2025, 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 August 2, 2024, 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 October 29, 2024.

#### **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 bound by referencing the full Settlement Agreement.

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#### **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 October 29, 2024. You may complete the attached Opt-in Form and return it by mail in the pre-postage return envelope provided with this Notice. You may also complete the Opt-in Form electronically by visiting [www.FLSAInterpreterSettlement.com](http://www.FLSAInterpreterSettlement.com). 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 October 29, 2024.

#### **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:

*Oliveira, et al. v. Language Line Services, Inc., et al.*  
c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606  
Toll Free: 1-(888)-735-1346 | Email: [FLSAInterpreterSettlement@cptgroup.com](mailto:FLSAInterpreterSettlement@cptgroup.com)

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 October 14, 2024, 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 October 14, 2024, 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 October 29, 2024, 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 1<sup>st</sup> 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 October 14, 2024. 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 October 14, 2024, 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 1<sup>st</sup> Street, Second Floor  
San Jose, CA 95113

**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.

**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 1<sup>st</sup> Street, San Jose, CA 95113, on January 9, 2025, at 10:00 AM. 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.

**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.