

**CONDUIT LANGUAGE SPECIALISTS, INC., “WAGE AND HOUR” CLASS ACTION
SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into between Representative Plaintiffs IRENE URIBE, MARIA ROJAS, and JEANETTE ROSALES on behalf of themselves individually, and on behalf of all members of the Settlement Class as described herein, and CONDUIT LANGUAGE SPECIALISTS, INC. on behalf of itself and its past and present officers, owners, stockholders, board members, partners, directors, agents, employees, successors, predecessors, assigns, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, insurers, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them.

I. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Agreement will also be effective:

A. “Action” means the civil lawsuit entitled *Irene Uribe, et al. v. Conduit Language Specialists, Inc.*, which was filed on July 29, 2015 in Los Angeles Superior Court, Case No. BC589744 attached as Exhibit B.

B. “Agreement” or “Settlement Agreement” means this Settlement Agreement, which includes all exhibits attached hereto.

C. “Court” means the Superior Court of the State of California for the County of Los Angeles or any other Court taking jurisdiction of the Action or Settlement.

D. “Plaintiffs” or “Class Representative(s)” means Plaintiffs, Irene Uribe, Maria Rojas, and Jeanette Rosales, as individuals or as representatives on behalf of the State of California and on behalf of all others similarly situated.

E. “Class Member(s)” or “Settlement Class” means all linguists directly employed as W-2 employees of Conduit Language Specialists, Inc., who performed work in California at any time during the period from July 29, 2011 through the date the Court enters an order granting Preliminary Approval. The Independent Contractors class will be dismissed without prejudice. Defendant acknowledges and represents that there are 78 individuals within the Settlement Class. The Settlement Class is further comprised of the following two subgroups for purposes of settlement administration:

1. “California Class”: All current and former Settlement Class Members who do not affirmatively opt out or otherwise request to be excluded from the Settlement according to the procedures described herein and who will therefore automatically receive his or her California Individual Settlement Payment without the requirement of submitting a claim form or taking any other affirmative action to participate in the Settlement.

2. “FLSA Class”: All current and former Settlement Class Members who indicate their intention to affirmatively opt into the Settlement by cashing, depositing or otherwise negotiating his or her FLSA Individual Settlement Payment in the manner and within the deadlines described herein.

F. “Defendant” means Conduit Language Specialists, Inc. and its past and present officers, owners, stockholders, board members, partners, directors, agents, employees, successors, predecessors, assigns, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, insurers, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them.

G. “Parties” refer to the Class Representatives, the Settlement Class and Defendant, collectively.

H. “Class Counsel” is Sutton Hague Law Corporation, P.C.

I. “Settlement Administrator” refers to ~~the third party company~~ [Phoenix Settlement Administrators, which is the company](#) responsible for administering the Settlement. Class Counsel will obtain bids from various such companies for the administration of this Settlement and the Parties will select the most cost efficient bidder.

J. “Class Period” means the period from July 29, 2011, through the date the Court enters an order granting Preliminary Approval.

K. “Workweeks” means the number of recorded labor hours of employment for each Class Member during the Class Period, dividing by forty (40), and rounding up to the nearest whole number.

L. “Effective Date” means the date the Court signs an Order granting final approval of the Settlement Agreement, if there are no timely objections by members of the Settlement Class and/or any such objections have been withdrawn prior to the final approval hearing. If timely objections are filed by one or more member of the Settlement Class which are not thereafter withdrawn prior to the final approval hearing, the Effective Date shall be the date that the Court’s Order granting final approval to the Settlement Agreement is no longer appealable or if such an appeal is filed, the date on which the appeal is final.

M. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) days after Preliminary Approval. The Class List will include each Class Member’s full name; most recent mailing address, email address and telephone number; Social Security Number; dates of employment; data sufficient to determine the number of Class Member’s Workweeks; and any other relevant information needed to calculate settlement payments.

N. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

O. “Request for Exclusion” means a letter submitted by a California Class Member indicating a request to be excluded from the Settlement that (i) sets forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) is signed by the Class Member; (iii) is returned to the Settlement Administrator; (iv) clearly states that the Class Member does not wish to be included in the Settlement as to the California Class; and (v) is postmarked on or before the Response Deadline. Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis shall be deemed null, void, and ineffective.

P. “Participating Class Members” means all California Class Members who do not timely submit a valid Request for Exclusion, and all FLSA Class Members who cash, deposit or otherwise negotiate their FLSA Individual Settlement Payment.

Q. “Notice of Objection” means a Participating Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include the objector’s full name, signature, address, telephone number, and a written statement of all grounds for the objection.

R. “Response Deadline” means the deadline by which Class Members must postmark responses to the Settlement Administrator, which will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

S. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement.

T. “Release” or “Released Claims” means all claims, rights, demands, liabilities, and causes of action, of every nature and description, arising during the Class Period, whether known or unknown, that were or could have been brought based on the same set of operative facts as those set forth in the Action (via the Complaint attached as Exhibit B), to the date the Court grants Preliminary Approval of the settlement. The claims released by the Participating Class Members include, but are not limited to, violation of the California Labor Code, The California Business & Professions Code Section 17200 et seq. based on the California Labor Code, the Private Attorney General Act of 2004, the applicable Industrial Welfare Commission Wage Orders, or any similar state or federal law, including but not limited to those based in any part on the FLSA, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for meal period violations; (iii) all claims for rest period violations; (iv) all claims for wage statement violations; (v) all claims for unpaid minimum wages; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for Unfair Competition violations; and (viii) all other penalties recoverable for such claims under PAGA. However, only Participating Class Members of the FLSA Class release FLSA claims.

U. “Released Parties” means Defendant, its subsidiaries, affiliates, parents, divisions, and their respective successors and predecessors in interest, and assigns, their past or present officers, directors,

shareholders, board members, trustees, owners, attorneys, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and other persons acting on their behalf, and each of them, but only with respect to a Class Member's employment with Defendant Conduit Language Specialists, Inc., or any later claim that flows from, or is premised upon, the alleged conduct or wrongs during that employment with Conduit Language Specialists, Inc. that is released under the definitions contained in Paragraph 20 above.

V. "Class Settlement Amount" means the maximum potential settlement payment of Four Hundred Thousand Dollars (\$400,000), inclusive of any Attorneys' Fees and Costs Award, Class Representative Enhancement Payment, LWDA Payment, Settlement Administration Costs, and Individual Settlement Payments (including all employee share of payroll taxes), that Defendant may be required to pay in connection with an order granting Final Approval. This Class Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Class Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Class Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law for payments designated as wages under the Agreement, including the employer FICA, FUTA and SDI contributions, which shall not be paid from the Class Settlement Amount.

W. "California Individual Settlement Payment" means each California Class Participating Class Member's respective share of the Net Settlement Amount.

X. "FLSA Individual Settlement Payment" means each FLSA Class Participating Class Member's respective share of the Net Settlement Amount.

Y. "Class Representative Enhancement Payment" means any payment, subject to Court approval, to Class Representatives Irene Uribe, Maria Rojas, and Jeanette Rosales from the Class Settlement Amount in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. The Class Representative Enhancement Payment shall not exceed Ten Thousand Dollars (\$10,000.00) per each Class Representative.

Z. "LWDA Payment" means the sum of Forty Thousand Dollars (\$40,000.00) allocated from the Class Settlement Amount. Seventy-Five percent (75%) of these monies, i.e., Thirty Thousand Dollars (\$30,000.00) shall be allocated from the Class Settlement Amount to pay all applicable penalties under PAGA to the State of California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"); the remainder, i.e., Ten Thousand (\$10,000.00), shall be included in the Net Settlement Amount.

AA. "Attorneys' Fees and Costs Award" means any attorneys' fees and costs payment, subject to Court approval, from the Class Settlement Amount for Class Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action, including but not limited to, costs associated documenting the Settlement, providing any notices required as part of the settlement or Court Order, securing the Court's approval of the Settlement, administering the

Settlement, and obtaining entry of a Judgment terminating the Action. The Attorneys' Fees and Cost Award will not exceed 33 1/3% of the Class Settlement Amount, which is \$133,320.00, plus Class Counsel's costs in prosecuting this Action, which are estimated to be no more than Fifteen Thousand Dollars (\$15,000.00).

BB. "Settlement Administration Costs" means any payment, subject to Court approval, payable from the Class Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, or tracking documents for this Settlement, processing any required tax payments or reporting, providing any required tax forms, distributing the Class Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement, following Court approval. The Settlement Administration Costs shall not exceed Fifteen Thousand Dollars (\$15,000.00).

CC. "Net Settlement Amount" means the portion of the Class Settlement Amount allocated to Participating Class Members for all combined California and FLSA Individual Settlement Payments, including the employees' shares of payroll taxes, after deductions for any Attorneys' Fees and Costs Award, Class Representative Enhancement Payment, Settlement Administration Costs, and LWDA Payment. The Net Settlement Amount shall be allocated as follows as between the California Class and the FLSA Class: 1) Ten-percent (10%) of the Net Settlement Amount shall be allocated to the FLSA Class claims; and 2) Ninety-percent (90%) of the Net Settlement Amount shall be allocated to the California Class Claims.

II. BACKGROUND

A. This Settlement Agreement affects claims of the Class Members arising during the Class Period alleged in the Complaint. Plaintiffs allege that Defendant violated wage and hour laws and seek, on Plaintiffs' own behalf, and on behalf of the Class Members alleged therein, unpaid wages and interest thereon, penalties, liquidated damages, injunctive and other equitable relief and reasonable attorneys fees and costs, under, *inter alia*, Title 8 of the California Code of Regulations, Business & Professions Code §§ 17200 *et seq.*, various Industrial Welfare Commission Wage Order(s), California Code of Civil Procedure § 1021.5 and various provisions of the California Labor Code.

B. Defendant denies that it violated the law in any manner alleged in the Complaint or otherwise. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing by Defendant.

C. The Parties intend to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising during the Settlement Period alleged by the Settlement Class in the Complaint as well as known and unknown claims which could have been brought based on the specific factual allegations contained in the Complaint, including, but not limited to claims for unpaid wages, unpaid overtime, wage statement violations, meal period and rest period violations, unpaid minimum wages, and Unfair Competition violations, which arose between

July 29, 2011, through the date the Court enters an order granting Preliminary Approval, and which includes in its effect the complete settlement with and release of all of Defendant's present and former parent companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, and affiliates.

D. Class Counsel represent that they have conducted a sufficiently thorough investigation into the claims of the Settlement Class against Defendant, including informal discovery, a review of company documents and interviews with Class Members, as well as obtaining audited financial information from Conduit Language Specialists, Inc., its accountants, and an agreed-upon neutral accountant justifying the financial terms of this Agreement. Class Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and their own independent investigation and evaluation and all known facts and circumstances, including the risk of significant defenses asserted by Defendant, the risk of significant delay and uncertainty associated with litigation, and numerous other issues, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class.

III. CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY

A. For settlement purposes only, the Parties stipulate that the California Class shall be certified pursuant to California Rule of Court 3.769 and that the FLSA Class shall be conditionally certified pursuant to 29 U.S.C. Section 216(b). This Agreement is contingent upon the approval and certification by the Court of the Settlement Class for settlement purposes only. Should, for whatever reason, the Court not grant Conditional Certification of the FLSA Class and/or Final Approval of the California Class, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification for any purpose should the Court not approve the Agreement. In connection with the proposed certification of the Settlement Class, the Parties shall cooperate and present to the Court for its consideration competent evidence, as may be requested by the Court, under the applicable due process requirements and standards for class certification.

IV. SETTLEMENT PAYMENT AND CALCULATION OF CLAIMS

In consideration of the mutual covenants and promises set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Funding of the Settlement Amount: Within fourteen (14) days after the Court issues an Order granting Conditional Certification of the FLSA Class, Defendant shall deposit with the Settlement Administrator the Net Settlement Amount projected for allocation to the FLSA Class, equivalent to ten percent (10%) of the total Net Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. Within thirty (30) days

after the Effective Date, Defendant shall deposit with the Settlement Administrator the remainder of the Gross Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator.

1. Attorney's Fees and Costs: In conjunction with final approval of the Agreement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount totaling up to 33 1/3% of the Gross Settlement Fund (i.e., \$133,320.00), plus the reimbursement of costs and expenses associated with Class Counsel's litigation of the Action, not to exceed Fifteen Thousand Dollars (\$15,000). Defendant does not oppose such application. If the Court does not approve an award of 33 1/3% of the Gross Settlement Fund, the difference between this amount and the actual amount approved shall be returned to the Net Settlement Fund to be distributed to the Class Members, according to the formula set forth below. These fees and costs are included in, and come from, the Settlement Amount and will be paid directly to Class Counsel within forty-five (45) calendar days of the Effective Date. Class Counsel will be issued an IRS Form 1099 for their award of attorneys' fees. Except as provided in the Agreement, Defendant shall have no liability for any attorneys' fees or costs in connection with the Action.
2. Class Representative Enhancement Payment: Class Counsel will also apply to the Court for a class representative enhancement payment. In addition to any payment the Class Representatives receive in their capacity as Class Members, they will individually receive, an enhancement award from the Settlement Amount for their services as a Class Representative in an amount up to Ten Thousand Dollars (\$10,000.) Defendant does not oppose such application. The Class Representative Enhancement Award will be distributed by the Settlement Administrator within forty-five (45) calendar days of the Effective Date and will include the issuance of an IRS Form 1099 in connection with this payment. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments.
3. Payments to the California Labor & Workforce Development Agency: Class Counsel shall further apply to the Court for approval of a payment under the PAGA, Labor Code §§ 2699 *et seq.* The Parties have agreed to allocate Forty Thousand Dollars (\$40,000) (the "PAGA Payment") from the Settlement Amount towards a release of the PAGA claims, as described more fully herein. The Parties agree that this amount is reasonable in light of the facts and circumstances presented in the Action. Defendant does not oppose such application. If approved, the LWDA shall be paid Seventy-Five percent (75%) of the total amount (\$30,000.00) allocated towards PAGA claims from the Settlement Amount within forty-five (45) calendar days of the Effective Date after Defendant funds the Gross Settlement Fund noted herein. If approved, Twenty-Five (25%) percent of the total amount (\$10,000.00) allocated towards PAGA claims shall be included in the calculation of the Net Settlement Fund and thereafter distributed to the Settlement Class in accordance with the terms of this Agreement.

4. Cost of Settlement Administration: Class Counsel will further apply to the Court for approval of fees and expenses of the Settlement Administrator that shall not exceed Fifteen Thousand Dollars (\$15,000) and shall be paid from the Settlement Amount within forty-five (45) calendar days of the Effective Date. Defendant will not oppose such application. These costs, which will be paid from the Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing Individual Settlement Payments, and providing necessary reports and declarations. If Defendant opts to terminate the Settlement Agreement pursuant to the terms of this Agreement, then Defendant shall bear the cost of such fees and expenses. If the Agreement is not given final approval by the Court for any other reason, the Parties shall bear the cost of such fees and expenses equally.
5. Awards and Payments Not Material: The Court's approvals of the Attorneys' Fees and Costs Award, or Class Representative Enhancement Payment, requested by Class Counsel are not a material term of this Agreement. If the Court does not approve any or all of such distributions (or approves only a different amount than requested by Class Counsel), the other terms of this Agreement shall apply. Similarly, the approval of LWDA Payment is also not a material term of this Agreement if approved within a 10% variance of the agreed upon amount set forth in Paragraph 36(c) above. The Court's refusal to approve any or all of such distributions requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate this Agreement. Any amount of such distributions requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount. If the approved amount of the LWDA Payment is more than 10% above the agreed upon amount, or more than 10% below the agreed upon amount, the Parties agree to further confer and attempt to negotiate a resolution prior to the abrogation of this Agreement.
6. Net Settlement Amount: The entire portion of the Net Settlement Amount allocated to the California Class will be paid to the Participating California Class Members. In the event that any California Class Members affirmatively opt out or request to be excluded from the Settlement, their California Individual Settlement Payment shares shall revert to the Net Settlement Amount that is used to calculate the California Individual Settlement Payments of the Participating California Class Members.

In the event that any FLSA Class Members refuse or otherwise fail to cash, deposit or otherwise negotiate their FLSA Individual Settlement Payments, such amounts shall revert to the Net Settlement Amount that is used to calculate the California Individual Settlement Payments of the Participating California Class Members.

Based on the foregoing, no portion of the Net Settlement Amount will revert to Defendant.

7. Individual Settlement Payment Calculations: The Parties have agreed that the

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the pro rata number of Workweeks a Participating Class Member worked during the Class Period. The Settlement Administrator shall calculate Individual Settlement Payments for Participating Class Members. Specific calculations of Individual Settlement Payments will be made as follows:

- a) The Settlement Administrator will calculate the number of Workweeks worked by each Participating Class Member during the Class Period and the aggregate total number of Workweeks worked by all Participating Class Members during the Class Period. The Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Participating Class Members, resulting in the "Workweek Value." In accordance with the allocation of the Net Settlement Amount described hereinabove, ten-percent (10%) of the Workweek Value shall be allocated as the Participating FLSA Class Member's FLSA Individual Settlement Payment and ninety-percent (90%) of the Workweek Value shall be allocated as the Participating California Class Member's California Individual Settlement Payment.
 - b) Each Participating Class Member's allocation of the Net Settlement Amount will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.
8. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan, including, without limitation, all plans, subject to Employee Retirement Income Security Act ("ERISA"). The Parties agree these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

V. ALLOCATION AND TAX TREATMENT

A. The Parties agree that twenty-five percent (25%) of the Individual Settlement Share that is distributed to each Participating Class Member will be considered unpaid wages and will be reported as such to each Participating Class Member on a W-2. The Parties also agree that seventy-five percent (75%) of the Individual Settlement Share will be considered non-wages, to include penalties and interest, all of which will be reported as such to each Participating Class Member via an IRS Form 1099. The Parties agree that Defendant will satisfy any payroll tax obligations it may incur as a result of the Settlement separate and apart from its obligations under the terms of the Agreement.

Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and Class Counsel are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under federal, state, or local law. Any tax obligation arising from the Settlement Payments, Class Representative's enhancement payments and/or Class Counsels' fees and costs made under the terms of this Agreement, will be the sole responsibility of each person receiving such payment(s). Each Participating Class Member is responsible to pay his or her portion of the taxes due on any payment he or she receives under this Agreement.

B. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AND "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

VI. APPOINTMENT OF SETTLEMENT ADMINISTRATOR

The Settlement Administrator will perform the duties of distributing notice, conducting follow-up communications with the Settlement Class, independently reviewing requests for exclusion and objections, and verifying and distributing any amounts due to Participating Class Member as described in this Settlement Agreement. The Settlement Administrator will report, in summary or narrative form, the substance of its findings. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out.

VII. NOTICE TO THE SETTLEMENT CLASS

A. Delivery of the Class List and Data for Calculating Estimated Individual Settlement Payments: Defendant will provide to the Settlement Administrator and Class Counsel, a database within twenty-one (21) calendar days of Preliminary Approval of the Settlement. The database shall include: (1) the names, last known physical addresses, home telephone number and e-mail address for each Class Member, and (2) data pertaining to the dates of service, aggregate number of labor hours, and aggregate number of workweeks that each Class Member worked for Defendant during the Settlement Period. In addition thereto, the database provided to the Settlement Administrator shall also contain Social Security Numbers for each Class Member. Defendant agrees to provide these Databases in a format reasonably acceptable to the Settlement Administrator and/or Class Counsel.

B. Notice by First-Class U.S. Mail and Email: Subject to Court approval of content, the Class Notice Package shall be sent to the Settlement Class, by first class mail and wherever possible, by email, within fifteen (15) calendar days after the Settlement Administrator receives the Class List and Data for Calculating Estimated Individual Settlement Payments. The Class Notice will, subject to Court approval, advise all Class Members of the nature of the case, the terms of the Settlement, the binding nature of the release, the final approval hearing date, the Class Members' right to opt into the FLSA Class by cashing, depositing or otherwise negotiating the FLSA Individual Settlement Payment, the Class Members' right to opt out of the California Class, or the Class Member's right to object to the Settlement.

C. Confirmation of Contact Information in the Class Lists: Prior to mailing, the Settlement Administrator will use the United States Postal Service National Change of Address ("NCOA") List and will perform a reverse skip-trace of each Settlement Class Member to verify the accuracy of all addresses before the initial mailing date to ensure that the Class Notice Package is sent to all Class Members at the addresses most likely to result in immediate receipt of the claim documents. It will be conclusively presumed that if an envelope so mailed has not been returned within ~~thirty-fourty-five~~ (30/45) days of the mailing that the Class Member received the Class Notice Package.

D. Notice Packets: All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the current number of Workweeks each respective Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) a check representative of the FLSA Class Member's FLSA Individual Settlement Payment with an explanation of the deadlines and consequences applicable to the FLSA Class; (ix) the deadlines by which the Class Member must postmark Request for Exclusions, or postmark Notices of Objection to the Settlement; (x) the claims to be released; and (xi) notice of the date of the final approval hearing; and (xii) and contact information for class counsel including address, phone number, and web address. The estimated Individual Settlement Payment will be based on the assumption of one hundred percent (100%) participation by class members and court approval of maximum requested attorneys' fees, costs and enhancement payment. If any Class Notice Packet is returned as undeliverable, the Settlement Administrator will perform an additional reverse skip-trace to verify the accuracy of the

[address to which the Notice Packet was sent and to attempt to identify any alternative address through the 45-day response period set forth in Section VII.C above.](#)

E. The Notice Packet shall also include a check for each FLSA Class Member's projected Individual Settlement Amount as an FLSA Class Member, the endorsement field of which shall contain the following language to satisfy the procedural protocols of the FLSA:

By signing, depositing and/or cashing this check, I hereby consent to opt-in to the collective action in *Uribe et al. v. Conduit Language Specialists, Inc.*, Case No. BC589744 (Los Angeles County Superior Court) as a party plaintiff pursuant to Section 16(b) of the Fair Labor Standards Act ("FLSA") and agree to release Conduit Language Specialists, Inc. ("Conduit") and all Released Parties from all claims, both known and unknown, arising under the FLSA concerning my compensation, hours of work, pay for those hours of work, or Conduit's payroll practices.

[In the event that the Settlement does not receive final approval, the Parties agree that any funds disbursed to FLSA Class Members pursuant to this section are forfeited by Defendant, and that Defendant will not seek disgorgement of any such funds. However, the Parties agree that Defendant retains the right to seek an offset for such funds against any future claims for unpaid wages by FLSA Class Members.](#)

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F. **Reminder Postcard:** Within ten (10) days after the Settlement Administrator sends the Class Notice, the Settlement Administrator shall send a follow-up postcard to each Class Member containing a reminder of the applicable deadlines associated with the Settlement, a brief statement of the actions each Class Member may take with respect to the Class Settlement, and the contact information for the Settlement Administrator and Class Counsel if the Class Members have any further questions about the Settlement.

G. **Email and Social Media Contact:** Concurrent with the distribution of the Class Notice, the Settlement Administrator shall also conduct a search for Settlement Class Members through the LinkedIn social media website and will send an email to any identified Settlement Class Members through that channel as well, for the purpose of alerting the Settlement Class Members of the pendency of the Settlement and the manner in which they can obtain additional information about whether they are entitled to participate in the Settlement. The campaign shall include language substantially similar to the following:

Conduit Language Specialists, Inc. has agreed to settlement terms with representatives of a class of linguists relating to allegations of unpaid wages and penalties. You have been identified as one of the potential members of the Settlement Class and you may be one of those entitled to receive a share of the settlement. For more information, contact [settlement administrator] at [1-888-888-8888].

H. **Telephonic Campaign:** Within ten (10) days after the Settlement Administrator sends the Class Notice, the Settlement Administrator shall conduct a telephonic phone call campaign directed to each member of the FLSA Class who has not yet cashed, deposited, or

otherwise negotiated his or her FLSA Individual Settlement Payment for the purpose of confirming his or her receipt of the FLSA Individual Settlement Payment, to inform the FLSA Class Member of his or her deadline to cash, deposit or otherwise negotiate the FLSA Individual Settlement Payment, and to direct the FLSA Class Member to contact Class Counsel with any questions he or she may have concerning the Settlement. Every seven (7) days thereafter until the deadline for FLSA Class Members to opt into the Settlement, the Settlement Administrator shall revise its list of those members of the FLSA Group who have not yet cashed, deposited, or otherwise negotiated his or her Individual Settlement Payment and shall again contact such individuals telephonically to provide them with the foregoing information.

I. At Class Counsel's request, and without the need to further seek leave of Court, Class Counsel may instruct the Settlement Administrator to send additional reminder postcards and/or emails to the Settlement Class Members for the purpose of responding to questions about the Settlement and to encourage participation in the Settlement in a manner consistent with the terms set forth herein. Class Counsel may also contact Settlement Class Members directly without leave of Court in their capacity as appointed counsel for the class to answer questions about the Settlement and/or to encourage participation in the Settlement in a manner consistent with the terms set forth herein.

J. Class Counsel shall provide the Court, at least five (5) calendar days prior to the Final Approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice Package and a list of all Participating FLSA Class Members who affirmatively opted into the Settlement for the purpose of complying with FLSA protocols.

VIII. CLAIMS PROCESS

A. Disputed Information on Notice Packets: Defendant's records will be presumed correct, but Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their current number of Workweeks, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator shall inform the Parties' counsels of this evidence within ten (10) days to allow the Parties to meet and confer in attempt to resolve this issue. If the Parties' counsel are not able to reach agreement, the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

B. Request for Exclusion Procedures: Members of the California Class may opt-out of the Settlement by following the directions in the Class Notice Package. Any such request must be postmarked not more than forty-five (45) calendar days after the date the Class Notice Package is mailed to the Settlement Class (or not more than ten (10) calendar days after the date the Class Notice Package is re-mailed, in the circumstance described above). Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

C. Binding Effect of Settlement: Any California Class Member who does not affirmatively opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Any Class Member who opts out from the Settlement pursuant to the terms of this Agreement shall not be permitted to object to the settlement, shall not receive any Individual Settlement Payments, and shall not be bound by the release provisions in this Agreement or the applicable release provisions in any order granting Final Approval.

Any FLSA Class Member who affirmatively opts into the Settlement by cashing, depositing or otherwise negotiating his or her FLSA Individual Settlement Payment will be bound by the terms of the Settlement pertaining to the release of claims under the FLSA, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Any FLSA Class Member who does not affirmatively opt into the Settlement in accordance with the terms of the Settlement shall not be bound by the FLSA release provisions in this Agreement or the applicable release provisions in any order granting Final Approval. All checks to FLSA Class Members pursuant to the Settlement must be cashed within forty-five (45) days after the date it is mailed by the Settlement Administrator. If an FLSA Class Member's check remains uncashed by the expiration of the forty-five (45) days after issuance of the Notice and check, the Settlement Administrator will void the check, and the corresponding funds shall revert to the Net Settlement Amount attributable to the California Class as defined herein.

The Parties understand and agree that only Participating FLSA Class Members will release FLSA claims.

D. Objection Procedures: To object to the Settlement Agreement, a Class Member ~~must~~ may sign and postmark a timely and valid Notice of Objection to the Settlement Administrator by the Response Deadline. The Notice of Objection ~~must~~ should be signed by the Class Member and contain all information required by Paragraph 17 of this Settlement Agreement. The postmark will be deemed the exclusive means for determining that the Notice of Objection is timely. Any Class Members ~~who submit an objection pursuant to the procedures set forth in the Class Notice~~ may appear at the hearing on a motion for final approval for class action settlement, either in person or through counsel, regardless of whether the Class Member submitted a written objection. Class Members may withdraw their objections at any time. Class Members who submit an objection shall remain subject to be bound by the release provisions in this Agreement or the applicable release provisions in any order granting Final Approval. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

E. Certification Reports Regarding Individual Settlement Payment Calculations: Upon completion of its calculation of payments, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Participating Class Member. After receiving the Settlement Administrator's report, Class Counsel and Defendant's Counsel shall jointly review same to determine if the calculation of payments to Settlement Class Members is consistent with this Settlement.

F. Distribution Timing of Individual Settlement Payments: The FLSA Individual Settlement Payments shall be distributed with the Class Notices as described herein. Within forty-five (45) days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating California Class Members; (ii) the Labor and Workforce Development Agency; (iii) Class Representative Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

G. Un-cashed Settlement Checks: Unclaimed funds due to Class Members submitting Exclusion Letters shall be added to the portion of the Net Settlement fund allocated to Class Members. Unclaimed Funds returned as undeliverable and California Individual Settlement Payment checks remaining un-cashed for more than 180 days after issuance will be disbursed subject to the provisions of California Code of Civil Procedure § 384(b)(3), with that portion of the unclaimed funds allocated under Section 384(b)(3)(C) allocated to the Justice Gap Fund established by the California State Bar. ~~tendered to the California Department of Industrial Relations Unpaid Wage Fund (see Cal. Lab. Code § 96.6).~~

H. Certification of Completion: Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

IX. RELEASES

Upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, all members of the California Class who do not timely request exclusion fully release and discharge Defendant and Defendant's present and former parent companies, subsidiaries, shareholders, officers, directors, attorneys, insurers, successors and assigns ("Releasees"), from any and all Released Claims as defined hereinabove which arose between July 29, 2011, through the ~~date the Court enters an order granting Preliminary Approval~~Effective Date as defined at Section I.L. Further, the California Class Members who do not timely request exclusion as set forth herein specifically assume the risk that by failing to timely request exclusion, they are manifesting their intent to settle, release, and discharge fully the Released Claims, including those Released Claims that are known or unknown to the California Class.

X. RELEASE OF ADDITIONAL CLAIMS & RIGHTS BY PLAINTIFFS

Upon the Effective Date, Plaintiffs, and each of them, hereby do irrevocably and unconditionally release, acquit, and forever discharge Defendant from any and all claims, charges, complaints, rights, demands, actions, causes of action, obligations, liabilities, promises, agreements, controversies, damages, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any and every kind, nature and character whatsoever (including, but by no means limited to, any and all causes of action for breach of any express or implied contract; breach of any implied covenant of good faith and fair dealing; misrepresentation; intentional infliction of emotional distress; any form of negligence; fraud; deceit; defamation; any claim for indemnification on any basis except as otherwise specifically provided in this Agreement; malicious prosecution or abuse of process; any form of discrimination, harassment or retaliation (or any claim for failure to prevent such discrimination, harassment or retaliation) prohibited under Title VII of the U.S. Civil Rights Act of 1964, as

amended, 42 U.S.C. § 2000e, *et seq.*, California Fair Employment and Housing Act, as amended, Cal. Gov't Code §§ 12940, *et seq.*, or under the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or under the Age Discrimination in Employment Act, 29 U.S.C. § 12900, *et seq.*; violation of any provision of the California Constitution, of the California Labor Code, of the U.S. Equal Pay Act of 1963, of the Vocational Rehabilitation Act of 1973, of the United States Occupational Safety and Health Act or the California Occupational Safety and Health Act, of the National Labor Relations Act, of the Employee Retirement Income Security Act of 1974, of the Fair Labor Standards Act, of the Employee Polygraph Protection Act of 1988, of the Immigration Reform and Control Act of 1986, of the US Consumer Credit Protection Act of 1968, as amended, of the Worker Adjustment and Retraining Notification Act, California Penal Code §632, or under any other federal, state, county or municipal law, statute, regulation, rule, ordinance, or common law doctrine, arising out of or related to Plaintiffs' employment by or with Defendant (hereinafter collectively referred to as "Claim" or "Claims"), whether known or unknown, which any party may now have, has ever had, or may in the future have, arising from or in any way connected with any and all matters from the beginning of time to the date hereof.

GENERAL RELEASE

The Plaintiffs understand that they may have suffered injuries that are unknown to them at present and that unknown complications may arise in the future, and the Plaintiffs acknowledge that the above-mentioned consideration is intended to and does release and discharge any claims by them in regard to such unknown and future injuries and/or complications.

The Plaintiffs also specifically acknowledge that they are aware of and familiar with the provisions of California Civil Code Section 1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Plaintiffs, being aware of this section, hereby expressly waive and relinquish all rights and benefits they may have as well as any other statutes or common law principles of similar effect.

XI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

Class Counsel will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Class Counsel will submit this Settlement Agreement,

which sets forth the terms of this Settlement, and will include the proposed Notice Packet, which will include the proposed Notice of Class Action Settlement document, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

XII. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

A. **Final Approval Hearing and Entry of Judgment:** Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) any Individual Settlement Payments; (ii) any LWDA Payment; (iii) any Class Representative Enhancement Payment; (iv) any Attorneys' Fees and Costs Award; and (v) any Settlement Administration Costs. The Final Approval hearing will not be held earlier than thirty (30) days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval and providing them to Class Members in a way to comply with California Rules of Court and with due process concerns. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval hearing. [The Settlement Administrator will be responsible for posting the final judgment on their website at \[insert address\].](#)

B. **Judgment and Continued Jurisdiction.** Upon Final Approval of the Settlement by the Court or after the Final Approval hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

XIII. VOIDING THE SETTLEMENT AGREEMENT

Defendant has the right to rescind the Settlement Agreement as a result of an Opt-Out percentage that equals or exceeds 30% of all members of the Settlement Class ("Excessive Opt-Out Percentage"). The Parties agree that, if the number of individuals opting out of the settlement equals or exceeds the Excessive Opt-Out Percentage, Defendant may elect to terminate the Settlement Agreement by providing written notice to Class Counsel of same within fourteen (14) calendar days after the expiration of the right of the Class Members to Opt-Out of the Settlement Agreement.

If the Court does not approve any material condition of this Settlement Agreement or effects a fundamental change of the Parties' Settlement, with the exception of any changes to the Class Notice Package, the award of Class Counsels' fees/costs, and the award of enhancement payments, then the entire Settlement Agreement will be voidable and unenforceable at the option of either Party hereto.

Either Party may void this Settlement Agreement as provided in the preceding Paragraph, by giving notice in writing to all other Parties and the Court at any time prior to final approval of the Settlement Agreement by the Court.

XIV. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

XV. MUTUAL FULL COOPERATION

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

Defendant understands that in the course of applying for settlement approval, Plaintiffs will be required to submit sufficient evidence to support the fairness of the proposed settlement terms. Defendant affirmatively agrees to assist and support Plaintiffs in providing such evidence and, if requested by Plaintiffs, will provide declaration(s) or other admissible evidence reflecting class size, wage information, and workweeks worked during the Settlement Period.

XVI. NO ADMISSION OF LIABILITY

In entering into this Settlement, Defendant does not admit, and specifically denies, (i) all of the allegations made by Plaintiffs in the Action, (ii) that it violated any applicable laws, (iii) that it would be liable or owe damages, penalties, or any other type of remedies to anyone with respect to the alleged facts or claims asserted in the Action, and (iv) that class certification or representative treatment of the Action or any alleged claims would be proper. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that class certification or representative treatment would be appropriate for any purpose other than settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing the Action. Any stipulation or statement by Defendant contained herein is made for settlement purposes only. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

XVII. ENFORCEMENT OF THE SETTLEMENT AGREEMENT

In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the

unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

XVIII. NO PRIOR ASSIGNMENTS

The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

XIX. EXHIBITS INCORPORATED BY REFERENCE

The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

XX. ENTIRE AGREEMENT

This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

XXI. AMENDMENT OR MODIFICATION

No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed by the Parties or their counsel. Nevertheless, the Parties' counsel can agree to non-material changes and the Parties agree to act in good faith to address any concerns raised by the Court at the preliminary or final approval hearing so that Parties may attempt to resubmit the Settlement Agreement for preliminary or final approval, if necessary.

XXII. AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

XXIII. BINDING ON SUCCESSORS AND ASSIGNS

This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

XXIV. CALIFORNIA LAW GOVERNS

All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

XXV. EXECUTION AND COUNTERPARTS

This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

XXVI. INVALIDITY OF ANY PROVISION

Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

XXVII. WAIVER OF CERTAIN APPEALS

The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs and Class Representative Enhancement Payment below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

XXVIII. CLASS ACTION CERTIFICATION AND CONDITIONAL COLLECTIVE CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

The Parties agree to stipulate to class action and conditional collective certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification and/or collective action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

XXIX. LIMITATIONS ON PUBLIC STATEMENTS

The Class Representatives, Class Counsel, Defendant and Counsel for Defendant shall not make comments regarding this Agreement except, if asked, to say that the matter was resolved and to refer the inquiring person to the public record. This provision does not apply to communications between Class Members and the Class Representatives and Class Counsel, who may discuss the terms of the Agreement and matters relating thereto. The Class Representatives and Class Counsel will not issue any press or

other media releases or have any communication with the press or media regarding the Settlement. Notwithstanding the foregoing, the Parties shall be allowed to make disclosures related to this Agreement that are required by law, by rule or regulation, or by any governmental or judicial process, as reasonably determined by legal counsel for the Parties.

Materiality: Plaintiffs understand and agree that this section is a material term of this Agreement, without which Defendant would not have given the consideration stated herein.

XXX. WAIVER

No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

XXXI. ENFORCEMENT ACTIONS

In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

XXXII. MUTUAL PREPARATION

The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

XXXIII. REPRESENTATION BY COUNSEL

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

XXXIV. ALL TERMS SUBJECT TO FINAL COURT APPROVAL

All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

XXXV. COOPERATION AND EXECUTION OF NECESSARY DOCUMENTS

All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

XXXVI. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications given shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class:

S. Brett Sutton, Esq.
Sutton & Hague Law Corporation
5200 North Palm Avenue
Suite 203
Fresno, California 93704

To Counsel for Defendant:

Louis C. Klein, Esq.
Foley & Mansfield, PLLP
300 South Grand Avenue
Suite 2800
Los Angeles, California 90071

By: _____
Irene Uribe

By: _____
Conduit Language Specialists, Inc.

Dated: _____

Dated: _____

By: _____
Maria Rojas

Dated: _____

By: _____
Jeanette Rosales

Dated: _____

Approved as to form:

Approved as to form:

SUTTON HAGUE LAW CORPORATION,
P.C.

FOLEY & MANSFIELD, PLLP

By: _____
S. Brett Sutton
Jared Hague
Attorneys for Plaintiffs

By: _____
Louis C. Klein
Attorneys for Conduit Language Specialists,
Inc.

Dated: _____

Dated: _____