

According to the records of Conduit Language Specialists, Inc. (“Defendant”), you were employed as a linguist employed by Defendant who performed work in California between July 29, 2011 and September 11, 2018.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

IRENE URIBE, MARIA ROJAS and JEANETTE
CONTRERAS, individuals;

Plaintiffs,

vs.

CONDUIT LANGUAGE SPECIALISTS, INC.,

Defendant.

CASE NO. BC589744

**NOTICE OF CLASS ACTION
SETTLEMENT**

The Los Angeles County Superior Court (“the Court”) authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were employed by Conduit Language Specialists, Inc. and performed work in California as a linguist at any time from July 29, 2011 through September 11, 2018, you should read this Notice carefully because it will affect your rights.

CLASS SETTLEMENT OVERVIEW	
<p>Recently, the Plaintiffs and Defendant in the above-mentioned lawsuit have reached an agreement on the terms of a class action settlement between Defendant and all linguists who performed work for Defendant in California at any time from July 29, 2011 through September 11, 2018. Generally, the lawsuit alleges that Defendant violated certain provisions of California and federal law as to linguists in terms of their pay and meal and rest breaks. Defendant denies these allegations in full.</p> <p>The currently proposed class action settlement seeks to resolve alleged violations under both: 1) United States federal law; and 2) California State law. As a result, the settlement is split into two separate groups—a federal settlement group called the “FLSA Class” and a California settlement group called the “California Class”. The payments for each group however, will be handled differently. You are a member of both groups. For that reason, please pay careful attention to the below legal rights and options section to understand how to either accept or decline payment for each group.</p>	
<u>“FLSA CLASS” SETTLEMENT: YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
OPTIONS	LEGAL RIGHTS RESULTING FROM OPTION
<p><u>OPTION 1:</u> CASH OR DEPOSIT THE ENCLOSED CHECK</p>	<p>If you cash or deposit the enclosed check, you will be choosing to participate in the FLSA Class settlement and you will release certain claims against Defendant under federal law.</p>
<p><u>OPTION 2:</u> DO NOT CASH OR DEPOSIT THE ENCLOSED CHECK</p>	<p>If you do NOT cash or deposit the enclosed check, you will be choosing to NOT participate in the FLSA Class settlement and you will NOT release any claims against Defendant under federal law.</p> <p>The check will automatically expire if not cashed or deposited by April 8, 2018. As a result, if you do not cash or deposit the enclosed check by April 8, 2018, you will be choosing to NOT participate in the FLSA Class settlement and you will NOT release any claims against Defendant under federal law.</p>

“CALIFORNIA CLASS” SETTLEMENT: YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OPTIONS	LEGAL RIGHTS RESULTING FROM OPTION
<p><u>OPTION 1:</u> DO NOT SUBMIT THE ATTACHED OPT-OUT FORM</p>	<p>If you do not submit the attached opt-out form, you will be choosing to participate in the California Class settlement and you will release certain claims against Defendant under California law.</p> <p>As a result, if you do not submit the attached opt-out form, you will also receive a payment at a later date. If this payment will be in addition to the enclosed check for the FLSA Class settlement explained above.</p>
<p><u>OPTION 2:</u> SUBMIT THE ATTACHED OPT-OUT FORM</p>	<p>If you submit the attached opt-out form, you will be choosing to NOT participate in the California Class settlement and you will NOT release certain claims against Defendant under California law.</p> <p>As a result, if you submit the attached opt-out form, you will NOT receive a payment at a later date.</p> <p>You have the option to deposit the FLSA Class settlement check, explained above, and to also submit the opt-out form to NOT participate in the California Class settlement if you so choose.</p>
<p><u>OPTION 3:</u> OBJECT</p>	<p>Submit a written objection to the Court.</p> <p>If you disagree with the proposed settlement, you may submit an objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be entitled to participate in the settlement unless you have excluded yourself (i.e. you submitted the attached opt-out form).</p>
<p><u>OPTION 4:</u> GO TO A HEARING</p>	<p>Ask to speak in Court about the fairness of the settlement. In order to speak at the hearing, however, you also must timely submit a written objection.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

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BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because Defendant's records show that you were employed by Defendant as a linguist and you performed work for Defendant in California during all or part of a time from July 29, 2011 and September 11, 2018. This time frame is referred to as the "Class Period." This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

On July 29, 2015, Plaintiffs filed a complaint in the Superior Court for the County of Los Angeles against Defendant (hereinafter "the Action"). The Action asserts that they and other current and former employees of Defendant (referred to herein and defined below as "Settlement Class Members") are owed additional compensation for meal and rest periods, regular and overtime hours worked, and additional amounts for inaccurate itemized wage statements, waiting time penalties and related other penalties. The Plaintiffs seek damages for lost wages, interest, penalties, attorneys' fees and expenses. Defendant strongly denies these allegations and asserts that it properly paid its employees consistently with all applicable laws. Nothing in this Notice, or the Settlement itself, means that Defendant admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.

3. What is a class action and who is involved?

The Parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons, in this case Irene Uribe, Maria Rojas and Jeanette Contreras ("Class Representatives"), file a lawsuit on behalf of people who have similar claims. These people together are called "Settlement Class Members." The company sued is called the Defendant. Settlement Class Members and Defendants are sometimes referred to in this Notice as the "Parties." In this case, there are two groups of Settlement Class Members: 1) those who performed work for Defendant in California and allege claims under California law (the "California Class"); and 2) those who performed work for Defendant in California and allege claims under the Fair Labor Standards Act, or "FLSA" (the "FLSA Class"). Because Defendant's records show that you worked in California during the applicable time period, you are a part of both groups.

Because of differences between California and federal law, the steps to participate in the settlements for each group are different. If you do not submit a timely request for exclusion following the procedures described below in the section entitled "Excluding Yourself From The Settlement," you will be participating in the California Class. If you cash or deposit the enclosed check for the FLSA Class, you will be participating in the FLSA Class. You do not have to participate in both Classes to participate in the Settlement. Whether you decide to participate in any part of the Settlement is entirely up to you.

In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

5. Is there any money available now?

For the FLSA Class, all members of the FLSA Class, including you, are receiving a check that represents your share of the Settlement that applies to Plaintiffs' claims for violation of federal laws. If you cash or deposit the enclosed check, you are agreeing to participate in the part of the Settlement that applies to the claims under federal law.

For the California Class, no money or benefits are available right now. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court's order becomes final unless you exclude yourself, or opt-out, from the settlement.

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THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

1. What does the settlement provide?

The proposed settlement requires Defendant to pay a Total Settlement Amount of \$400,000. That amount is split between the two settlement groups with ninety (90) percent going to the California Class and ten (10) percent going to the FLSA Class. This amount includes payments for attorneys' fees (up to \$133,320) and costs (up to \$15,000), an incentive award for each Plaintiff (up to \$10,000 each), Administrative Expenses (up to \$15,000), and a payment to the California Labor and Workforce Development Agency (\$30,000). The amount remaining after these payments is the amount available to distribute to the class ("Net Settlement Amount").

For the FLSA Class, the Settlement proceeds are enclosed in the form of a check which will expire on April 8, 2018. If you wish to participate in this part of the Settlement, you must cash or deposit this check before that date.

For the California Class, additional Settlement proceeds will be paid to all California Class Members who do NOT submit the attached Opt-Out Form. These Settlement proceeds will be sent at a later date. If you wish to participate in this part of the Settlement DO NOT submit the attached Opt-Out Form.

2. What can I get from the settlement?

You are eligible to receive your individual share of the Net Settlement Amount as defined above. The amount of your share of the Net Settlement Amount is calculated on a pro rata basis as follows.

The Net Settlement Amount will be divided by the aggregate total number of workweeks worked during the Class Period by all Settlement Class Members who decide to participate in the Settlement, resulting in a "Workweek Value." Each participating Settlement Class Member's number of workweeks worked during the Class Period will then be multiplied by the Workweek Value to yield your Individual Settlement Payment amount. Ten (10) percent of the Individual Settlement Payment will represent your FLSA Individual Settlement Payment. Ninety (90) percent of the Individual Settlement Payment will represent your California Individual Settlement Payment. You have received a check that represents your FLSA Individual Settlement Payment. If you do not submit the attached Opt-Out Form, and the Court gives final approval to the Settlement, you will receive another check on a later date that represents your California Individual Settlement Payment.

3. Will taxes be withheld from my settlement payment?

Twenty-five (25) percent of your Individual Settlement Payment is considered to be unpaid wages. From the wage portion of your Individual Settlement Amount, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Settlement Class as a result of the payment. The wage portion of your Individual Settlement Amount may be reported to the appropriate taxing authorities on an IRS Form W-2 or similar form. Seventy-five (75) percent of your Individual Settlement Payment is considered to be non-wages, such as penalties and interest. The non-wage portion of your Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or similar form. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement. The Defendant will satisfy its share of any payroll tax or other tax obligations separate and apart from the Settlement.

4. When is the hearing for Final Approval?

The Court has scheduled a Fairness/Final Approval Hearing on December 19, 2018 at 10:00 a.m. in Department 308 at 312 North Spring Street, Los Angeles, CA 90012, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiffs' enhancement award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing.

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HOW YOU RECEIVE A PAYMENT

1. How can I receive a payment?

For the FLSA Class you need only cash or deposit the enclosed check before April 8, 2018. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses.

For the California Class, if this Notice was sent to you at your current address, you do not need to do anything further to receive payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses.

The Claims Administrator's address is:

Uribe, et al. v. Conduit Language Specialists, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Otherwise, you do not need to do anything to receive a payment for the California Class so long as you do not exclude yourself from the Class by submitting the attached Opt-Out Form.

2. What am I giving up if I stay in the class?

If you choose to stay in both the FLSA Class and the California Class, you will be bound by any judgment entered in this Action and will not be allowed to sue the Defendant for any claims occurring between July 29, 2011 and September 11, 2018, whether known or unknown, that were or could have been brought based on the same operative facts as those alleged in the Action. You will also be bound by the following Release:

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.

3. What if I get my payment and don't cash it?

For the FLSA Class, if you do not cash or deposit the enclosed check by April 8, 2018 then the check will expire and you will have chosen to NOT participate in the portion of the settlement allocated to the FLSA Class. You will not be able to cash this check at a later time. You will also not have released your claims under federal law against Defendant.

For the California Class, if you receive the later payment and do not cash your check, you will still be bound by the terms of the settlement as they relate to the California Class and you will release all California state law claims released under this settlement.

4. What happens if I do nothing at all?

For the FLSA Group, if you do nothing at all (i.e. do not cash or deposit the enclosed check by April 8, 2018 then the check will expire and you will have chosen to NOT participate in the portion of the settlement allocated to the FLSA Group. You will not be able to cash this check at a later time. You will also not have released your claims under federal law against Defendant.

For the California Class, if you do nothing at all (i.e. do NOT submit the attached Opt-Out Form) then you will receive an additional payment from the settlement for the claims at issue for the California Class. You will be bound by the terms of

the settlement as they related to the California Class and you will have released your claims under California law against Defendant.

For further information, or if you have any questions or concerns about this process, you can speak with Class Counsel in this case identified below.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to retain the right to pursue claims against Defendant that are alleged in this case and/or you do NOT want a payment from this settlement, then you must take certain steps. This is called excluding yourself, and is also referred to as “opting out” of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

1. How do I request to be excluded from the settlement?

For the FLSA Class, you can exclude yourself from the FLSA Class’ portion of the settlement by simply choosing to NOT cash or deposit the enclosed check by April 8, 2018. On April 8, 2018 the check will expire and you will be considered to have declined to opt in to the FLSA Class. As a result, you will not be entitled to any part of the settlement payments made to the members of this group. You will also NOT release your claims under federal law against Defendant.

For the California Class, you can exclude yourself from the California Class’s portion of the settlement by submitting the attached Opt-Out Form. Upon submitting this form, you will be considered excluded or opted-out of the California Class. As a result, you will not be entitled to any part of the settlement payments made to the members of this class. You will also not release your claims under California law against Defendant.

2. If I do not exclude myself, can I sue Defendant for the same claims later?

No. If you decide to participate in the FLSA Class and the California Class you will be bound by all terms of the settlement and any Final Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Judgment will include a full release of claims in this Action, which will prevent you from suing Defendant or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

3. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement.

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THE LAWYERS REPRESENTING YOU

1. Do I have a lawyer in this case?

The Court has approved **Sutton Hague Law Corporation, P.C.** as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you.

2. How will the lawyers and the Class Representative be paid?

The amount of attorney’s fees and costs awarded to the Class Counsel will be subject to the Court’s discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys’ fees in an amount not to exceed \$133,320 and litigation costs of up to \$15,000. Class Counsel will also request that each of the Class Representatives receive an additional amount called an “Enhancement Award.” The amount of the Enhancement Award will be subject to the Court’s discretion, but in any event, will not exceed \$10,000 for each of the Class Representatives. This Enhancement Award will be paid out of and deducted from the Total Settlement Amount.

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OBJECTING TO THE SETTLEMENT

1. How do I object?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth above, unless you exclude yourself from the settlement.

If you want to object to any part of the settlement, you must file a written objection with the Court stating with particularity the basis for the objection. If you intend to appear at the Final Fairness and Approval Hearing, whether in person or through counsel, you must include notice of that fact, and state the purpose for your appearance in the written objection. Any notice and/or written objection must be filed with the Court and copies thereof must be mailed or personally delivered to the attorneys listed below no later than November 24, 2018.

All objections should reference the case name and number (*Uribe et al. v. Conduit Language Specialists, Inc.*, Case No. BC589744) and be filed with the Clerk of Court no later than November 24, 2018 at: 312 North Spring Street, Los Angeles, California 90012, Department 308. Copies of all documents filed with the Clerk of Court must be mailed or personally delivered to the following no later than November 24, 2018:

CLASS COUNSEL:

S. Brett Sutton, Esq.
Jared Hague, Esq.
Anthony E. Guzman II, Esq.
SUTTON HAGUE LAW CORPORATION, P.C
5200 N. Palm, Suite 203
Fresno, California 93704

DEFENDANT'S COUNSEL:

Louis C. Klein, Esq.
FOLEY & MANSFIELD, P.C
300 South Grand Avenue, Suite 2800
Los Angeles, California 90071

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for December 19, 2019, at 312 North Spring Street, Los Angeles, California 90012, Department 308. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed settlement, the award of attorneys' fees and costs, or Class Representative's Enhancement Award.

2. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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THE COURT'S FAIRNESS HEARING

The Court will hold a hearing, the Honorable Ann I. Jones presiding, on December 19, 2019 at 10:00 a.m. at 312 North Spring Street, Los Angeles, California 90012, Department 308 to determine whether the proposed settlement of the Action is fair, adequate, reasonable and should be finally approved by the Court, and whether the Action should be dismissed on the merits with prejudice. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Jones might have.

1. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Participating Class Member and wish to speak, you must file and serve an objection as described above before you can speak at the hearing.

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GETTING MORE INFORMATION

1. Are there more details about the settlement?

This Notice summarizes the proposed settlement. However, if you visit this website www.phoenixclassaction.com, you will be able to view copies of some of the documents that were filed in this case, including a full copy of the Action, the Settlement and all of the papers filed by the Parties for approval of the Settlement. You may also go to the Court and review the records that were filed in this case, which may be inspected at the office of the Clerk of Court located at 312 North Spring Street, Los Angeles, California 90012, during regular business hours of each Court day. Or, you may contact Class Counsel, whose contact information is provided above.

2. Can I read a copy of the settlement agreement?

Yes. A copy of the Settlement is available to review at www.phoenixclassaction.com.

3. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

CLASS COUNSEL:

S. Brett Sutton, Esq.

Jared Hague, Esq.

Anthony E. Guzman II, Esq.

SUTTON HAGUE LAW CORPORATION, P.C

5200 N. Palm, Suite 203

Fresno, California 93704

Tel: (559) 325-0500

Fax: (559) 981-1217

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR
DEFENDANT'S ATTORNEYS WITH INQUIRIES.**