

Please read notice below and [CLICK HERE](#) if you want to claim your share of the settlement.

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

***De Moya v. Rev.com, Inc,*
Case No. 37-2018-00041472-CU-OE-CTL (San Diego Sup. Ct.)**

A proposed class action settlement has been reached in a lawsuit involving certain former Rev.com captioners in California alleging that captioners should be classified as employees, and that Rev.com has violated provisions of California labor law by classifying captioners as independent contractors. Rev.com denies these allegations. Under the settlement, Rev.com agrees to pay \$975,000. The Court in charge of the lawsuit still has to decide whether to approve the settlement. If it does, then Rev.com captioners who performed captioning services for Rev.com between August 17, 2014, and December 31, 2019, will be eligible for payment as part of the settlement. Rev.com's records show you are or were a captioner at some point between August 17, 2014, and December 31, 2019, and may be entitled to [receive a payment](#) from the settlement.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE NOT BEING SUED. THIS IS NOT A SOLICITATION FROM A LAWYER

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim and Receive a Payment	If you are a member of the Settlement Class, you must submit a claim to receive a payment. Instructions on submitting a claim are set forth in section 6 below. After the Court approves the settlement, the payment will be mailed to you at the address you include in your claim form. If your address changes, please notify the Claims Administrator as explained below. You cannot make a claim if you exclude yourself from the Settlement Class. As detailed below, being a member of the Settlement Class means that you may make a claim and will release specified claims that you may have against Rev.com. This means that you will give up your right to be part of another lawsuit or other legal proceeding, including individual arbitration, against Rev.com relating to the claims being resolved in this settlement.
Exclude Yourself From the Settlement	If you do not want to receive payment from the settlement, and do not want to be a member of the Settlement Class, you must exclude yourself by sending a letter to the Claims Administrator no later than March 15, 2021. If you request exclusion from the Settlement Class, you will receive no money from the settlement (even if you submit a claim), but you will retain your right to sue Rev.com for the claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information. Instructions to exclude yourself are set forth below.
Object to the Settlement	If you want to object to the settlement, you must submit to the Claims Administrator a statement explaining why you do not like the settlement. You cannot object to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the settlement class. Directions are provided below.
Do Nothing	If you do nothing, you will remain a member of the Settlement Class, but you will not receive a payment. As detailed below, being a member of the Settlement Class means that you will release specified claims that you may have against Rev.com.

1. Why did I get this Notice?

The plaintiffs and the defendant in the *De Moya v. Rev.com, Inc.*, Case No. 37-2018-00041472-CU-OE-CTL (San Diego Sup. Ct.) case have reached a settlement.

You received this Notice because you have been identified as a Settlement Class member.

The Settlement Class is defined as the following:

All freelance workers engaged to perform captioning services for Rev.com who worked or resided in the State of California from August 17, 2014 through December 31, 2019.

This Notice explains the lawsuit, the settlement of that lawsuit, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the settlement.

2. What is the class action lawsuit about?

Plaintiff Elizabeth De Moya filed a complaint in the San Diego County Superior Court, bringing claims on behalf of individuals who performed captioning services for Rev.com and the state of California. The lawsuit claims that Rev.com violated California law, including by misclassifying captioners as independent contractors, failing to reimburse captioners' necessary business expenses, and failing to pay minimum wages and overtime.

Rev.com denies that it violated the law in any way, denies captioners were, or are, employees, and further denies that the lawsuit is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, the settlement, or any actions to carry out the terms of the settlement means that Rev.com admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court did not decide in favor of the Plaintiff (captioners) or the Defendant (Rev.com) in the lawsuit. Instead, the parties in the lawsuit agreed to a settlement that they believe is a fair, reasonable, and adequate compromise. The parties reached this agreement after lengthy negotiations and independent consideration of the risks of litigation and benefits of settlement through a formal conference with an experienced mediator. The Plaintiff and her lawyers have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced those benefits with the risk that a trial could end in a verdict in Rev.com's favor. They also considered the value of the immediate benefit to Settlement Class Members versus the cost and delay of litigation through trial and appeals. Counsel for the Plaintiff believe that the amount Rev.com has agreed to pay is fair, adequate, and reasonable in light of the risks and time required to continue litigating this case.

The Judge overseeing the case has reviewed the settlement. He approved the named plaintiffs to serve as representatives for the Settlement Class defined in section 1, above. She also approved the law firm Lichten & Liss-Riordan, P.C. to serve as class counsel.

3. What are the terms of the settlement?

The full settlement agreement is available at <http://www.revsettlement.com>. Subject to the Judge's approval, a summary of the terms of the settlement include:

Settlement Amount If the settlement is approved by the Court, Rev.com will pay \$975,000 to the Settlement Class to settle the lawsuit and obtain a release of the claims discussed below in section 4.

The settlement amount includes:

- Payments to settlement class members
- Attorneys' fees and costs not to exceed \$325,000 for class counsel
- Administration expenses estimated at \$25,000
- Payment to the California Labor Workforce Development Agency of \$50,000 for PAGA penalties, of which 75% (\$37,500) will be paid to the State of California and 25% (\$12,500) will be paid to the settlement class members
- Award not to exceed \$7,500 to Plaintiff De Moya

Calculation of Settlement Class Member Awards To calculate each class member's share of the settlement, the claims administrator will review Rev.com's records from August 17, 2014, through December 31, 2019. Settlement class members will be awarded points proportional to the estimated total length of all videos captioned for Rev.com.

These points do not have a value fixed at a particular dollar amount; that amount will vary depending upon how many settlement class members submit a claim and are receiving payments under this Agreement.

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According to Rev.com records, you have captioned videos totaling an estimated «MERGED_CaptureTime» minutes. Therefore, your points total is: «MERGED_Points_CALC».

If you do not agree with your estimated total video length, you can inform the Claims Administrator by mail or email. To contest the length of the videos you captioned, you must provide documentation showing that you captioned videos longer than the amount of time estimated in this Notice.

The Net Settlement Amount will be distributed to settlement class members in proportion to their number of points (but no class member who submits a claim will receive less than \$10). The Net Settlement Amount will be calculated by subtracting from the Settlement Amount the attorney's fees for class counsel, class counsel's litigation costs, settlement administration expenses, the incentive awards to the named plaintiff, and the amount to be paid to California Labor and Workforce Development Agency.

Settlement Class Members who do not exclude themselves from the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement only **if a claim is timely submitted and the class member does not opt out of the class.**

If you do not submit a timely claim for payment, you will not receive a payment, but you will remain part of the Settlement Class, and you will release all claims you may have related to the allegations in the case, as described in section 4 below.

If you exclude yourself from the settlement, you will not receive a payment. You may retain the ability to sue Rev.com for the claims asserted in this lawsuit in a different lawsuit or in individual arbitration. See section 4 below for more information.

Tax Matters Nothing in this settlement or this Notice is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement The payment of settlement class member awards is conditioned upon the Court entering an order at or following a final approval hearing on the settlement, and the settlement becoming final.

4. What do I release by participating in this settlement?

If you participate in this settlement, you will release, relinquish, and discharge, with prejudice, Rev.com and the Released Parties from all the "Settlement Class Members' Released Claims."

Settlement Class Members can participate in the settlement by doing nothing, by submitting a claim, or by remaining in the class and objecting to the settlement.

The Settlement Class Members' Released Claims being released in this Settlement are defined as follows:

All claims, rights, demands, liabilities, and causes of action, that were or could have been pleaded based on, arising from, or related to, the factual allegations set forth in the Second Amended Class Action Complaint, including: (i) all claims for unpaid minimum wages; (ii) all claims for unpaid overtime; (iii) all claims for meal and rest break violations; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for wage statement violations; (vi) all claims for the failure to keep requisite payroll records; (vii) all claims for failure to reimburse business expenses; (viii) all claims for willful misclassification, (ix) all claims that could arise under Business & Professions Code §§ 17200, *et seq.* related to the aforementioned wage claims.

Released Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, and causes of action, that could potentially arise from the receipt of any monies as a result of this settlement by any member of the Settlement Class.

All Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below shall be bound by this release for all claims, except that any claims that a Settlement Class Member may have under the Fair Labor Standards Act ("FLSA") will not be released unless that Settlement Class Member submits a claim and acknowledges in writing that he or she agrees to a release of his or her claims under the FLSA.

With respect to all Settlement Class Members (other than Named Plaintiff), Settlement Class Members do not release other claims that are not within the definition of Settlement Class Members' Released Claims, including claims for retaliation, wrongful termination, unemployment, disability, worker's compensation, claims outside of the Class Period, and claims that cannot be released as a matter of law.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit or legal proceeding in any forum against Rev.com and the Releases about the legal issues resolved by this

Settlement. It also means that all of the Court's orders in this litigation will apply to you and legally bind you.

If you wish to obtain additional information about this settlement or your rights to object to, or exclude yourself from, this lawsuit, you may also contact the class counsel at www.revsettlement.com. or any other lawyer.

5. How much will my payment be?

The exact amount that each Settlement Class Member will receive cannot be calculated until (1) the Court approves the Settlement; (2) amounts are deducted from the Net Settlement Fund for the costs of providing notice to the Settlement Class, administering the settlement, paying lawyers' fees and expenses, and making enhancement payments approved by the Court; and (3) the Settlement Administrator determines the number of Settlement Class members who excluded themselves, submitted valid claims, and after payments are made, successfully received their payment.

Approximately 30 days after the settlement becomes final, initial settlement shares will be distributed.

6. How can I get a payment?

To receive a payment under this settlement, **you must submit a claim by March 15, 2021.**

Claimant SIMID: «SIMID»

Verification Number: «MERGED_VerificationNo»

Claims can be submitted online by navigating to the web page at www.revsettlement.com and follow the instructions, or by filling out the enclosed claim form and submitting it to the Claims Administrator, at the following address, by mail, fax, or e-mail:

De Moya v. Rev.com, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Email: Revsettlement@Simpluris.com
Fax: (714) 824-8591

If you do not submit a claim by March 15, 2021, you will not receive payment under the settlement.

IMPORTANT:

You must notify the Claims Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The claims administrator shall direct any unclaimed funds to Legal Aid at Work. If your check is lost or misplaced, you should contact the claims administrator immediately to request a replacement.

If you opt out of the settlement and also submit a claim for payment, you will not receive payment under the settlement, and will be treated as an opt-out as described in section 7 below.

The Court will hold a hearing on April 30, 2021, to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a couple months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of this settlement?

If you do not wish to participate in this settlement, you must exclude yourself from the settlement or "opt out." If you opt out, you will receive no money from the settlement, and you will not be bound by its terms. To opt out, you must submit a written request to the Claims Administrator.

The address to send opt-out requests to the Claims Administrator is:

De Moya v. Rev.com, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Email: Revsettlement@Simpluris.com
Fax: (714) 824-8591

Your request for exclusion must contain: (1) a clear statement that you wish to be excluded from the settlement in the De Moya v. Rev.com, Inc. class action; (2) your name (and former names, if any), address, and telephone number and last 4 digits of the Social Security Number; and (3) your signature (or the signature of your legally-authorized representative, who is not your lawyer). Your request for exclusion must be sent no later than March 15, 2021. Written requests for exclusion that are sent after this date, or are unsigned by an individual class member, will be rejected, and those class members will remain bound by the settlement and the releases described above.

8. How do I tell the Court that I don't like the settlement?

Any class member who has not opted out and believes that the settlement should not be finally approved by the Court for any reason may object to the proposed settlement. All objections must be in writing and contain at least the following: (1) the case name and number, which is *De Moya v. Rev.com, Inc.*, in the Superior Court of the State of California, in and for the County of San Diego, Case No. 37-2018-00041472-CU-OE-CTL; (2) your name, current address, telephone number, and dates of work with Rev.com; (3) a description of why you believe the settlement is unfair; (4) a statement whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

The objections must be sent to the Claims Administrator on or before March 15, 2021. Objections may be submitted to the Court either by mailing them to the Civil Clerk, Superior Court of California, San Diego County, 330 West Broadway, San Diego, CA 90012, or by filing them in person at the same address.

To object to the settlement, you must not opt out of the settlement, and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as settlement class members who do not object. Any class member who does not object in the manner provided in this notice shall have waived any objection to the settlement, whether by appeal or otherwise.

The address for the Claims Administrator is

De Moya v. Rev.com, Inc.
P.O. Box 26170
Santa Ana, CA 92799

9. When and where will the Court decide whether to approve the settlement?

The court will hold a final approval hearing at 2:30 p.m. on April 30, 2021, at the San Diego County Superior Court in Department 73, located at 330 West Broadway, San Diego, California 90012. At this hearing the court will consider whether the settlement is fair, reasonable, and adequate. The purpose of this hearing is for the court to determine whether to grant final approval to the settlement. If the settlement is not approved, or if there are objections to the settlement and the settlement is appealed, the litigation may continue and take some time (possibly years) to resolve. If there are objections, the court will consider them. The court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you, so you should check www.revsettlement.com to determine whether the hearing has been rescheduled. You are not required to attend the final approval hearing, although any settlement class member is welcome to attend the hearing at their own expense.

10. How do I get more information about the settlement?

You may call the Claims Administrator at (888) 369-6080 or write to De Moya v. Rev.com, Inc, P.O. Box 26170, Santa Ana, CA 92799 or contact *De Moya* class counsel at 617-994-5800.

This notice summarizes the proposed settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement document, or get more details about the lawsuit, by writing to claims@llrlaw.com or by examining the documents at the following website: www.revsettlement.com.

The address for Class counsel is as follows:

Shannon Liss-Riordan
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Tel: 617-994-5800
Fax: 617-994-5801

Email: claims@llrlaw.com

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

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