

THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, <i>Plaintiff,</i> v. ARISE VIRTUAL SOLUTIONS, INC., <i>Defendant.</i>	Case No. 2022 CA 000247 B Judge Maurice A. Ross Civil II – Calendar 6
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**CONSENT ORDER ENTERED BETWEEN PLAINTIFF DISTRICT OF COLUMBIA
AND DEFENDANT ARISE VIRTUAL SOLUTIONS, INC.**

This matter comes before the Court on the joint motion of Plaintiff District of Columbia (“District”), through the Office of the Attorney General, and Defendant Arise Virtual Solutions (“Arise”) (collectively, the “Settling Parties”) pursuant to SCR-Civil 68-I, for entry of this Consent Order (“Consent Order”). The District and Arise agree to the relief set forth in this Consent Order, and the Court further finds that the entry of the Consent Order is in the public interest.

I. PREAMBLE

1. The District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the government of the United States. D.C. Code § 1-102. The Attorney General for the District of Columbia is the chief legal officer for the District of Columbia. Pursuant to D.C. Code § 32-1306, the Attorney General for the District of Columbia is authorized to bring civil actions seeking back wages, liquidated damages, civil penalties, costs, attorneys’ fees, and equitable relief under, *inter alia*, the District’s Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*, and Sick and Safe Leave Act (“SSLA”), D.C. Code § 32-531.01, *et seq.*

2. Arise is a Delaware corporation with a principal place of business in Miramar, Florida, and contends that it offers a technology platform (the “Arise® Platform”) to third party Service Partners that allows these businesses to provide outsourced call center services to enterprise clients. At certain times relevant to this action, Agents located in the District performed services through the Arise® Platform.

3. On January 19, 2022, the District filed a complaint commencing the above-captioned action in the Superior Court of the District of Columbia, Civil Division, where it was assigned Case Number 2022-CA-000247-B (the “Lawsuit”). On February 18, 2022, the District filed an amended complaint. Arise filed an answer on March 11, 2022, in which it denied all material substantive and procedural allegations in the operative complaint.

4. In the Lawsuit, the District alleges that Arise misclassified Agents that provide services through its technology platform as independent contractors, and further alleges that these individuals are entitled to various forms of relief. Specifically the amended complaint alleges three causes of action for: failure to pay minimum wage under D.C. Code §§ 32-1002, 32-1003, 32-1008.01, 32-1010, 32-1011, 32-1012, and 32-1306, and District of Columbia Municipal Regulations (“DCMR”) §§ 906.1 and 907.1; failure to pay overtime under D.C. Code §§ 32-1002, 32-1003, 32-1008.01, 32-1011, 32-1012, and 32-1306; and failure to provide paid sick leave under D.C. Code §§ 32-531.01, 32-531.02, 32-531.12, 32-1008.01, 32-1303, and 32-1306 (collectively, the “Claims”). The time period at issue in the Lawsuit and covered by this settlement is January 19, 2019 to the Effective Date (the “Applicable Period”).

5. Arise contends that the Lawsuit’s claims and allegations are meritless and further contends that at all times it has complied with relevant laws in the District, to the extent said

laws may or may not apply to Agents servicing on the Arise® Platform as well as the Service Partners they service through.

6. The Settling Parties began direct settlement discussions in June 2022. On July 17, 2023, the Settling Parties remotely attended a full day mediation before the Honorable Benson Everett Legg (Ret.), a highly regarded private mediator with JAMS, who is intensely familiar with lawsuits and enforcement actions like the Lawsuit. The mediation was not successful. However, the parties continued their negotiations, with additional partial day mediation sessions and extensive communications through Judge Legg, and eventually agreed to a mediator's proposal resolving the case on December 27, 2023.

7. Over the course of the Lawsuit, the Settling Parties have engaged in significant discussion of the validity of the legal claims at issue and have exchanged extensive documents and information that have allowed the Settling Parties to fully assess the value of the claims involved. Arise has produced well over fifty-five thousand (55,000) documents to the District, the District has deposed two individuals employed by Arise, and both parties have answered multiple rounds of written discovery propounded by the other.

8. As set forth below, the Settling Parties have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, that District has or may have against Arise.

9. The "Effective Date" shall be the date upon which all of the following has occurred: this Agreement is fully executed; the Consent Order has been approved by the Court and reflected on the Court's docket as "entered and filed" or similar words to that effect; Arise's status as a party on the Court's docket is reflected as "settled and dismissed" or similar words to

that effect; any appeal period from these actions have expired; and Arise has transferred the Agent Share and the first tranche of the District Share pursuant to Paragraphs 13 and 14(a).

II. PAYMENT TERMS AND DISTRIBUTION

10. Arise agrees to pay, in the manner set forth below, an aggregate total of three million U.S. dollars and no cents (\$3,000,000.00) (the “Gross Settlement Value” or “GSV”). The GSV consists of (a) an “Agent Share” equaling sixty-seven percent (67%) of the GSV (two million, ten thousand U.S. Dollars and no cents (\$2,010,000.00)), which includes alleged base damages and liquidated damages to be paid to District-based Agents as described below, and (b) a “District Share” equaling thirty-three percent (33%) of the GSV (nine hundred and ninety thousand U.S. Dollars and no cents (\$990,000.00)), to be paid to the District. Arise shall transfer the GSV in the manner set forth below; provided, however, that all obligations to transfer the GSV shall be stayed pending any appeal of the Consent Order.

11. The GSV is the absolute maximum amount that Arise shall be required to pay for settlement of the Lawsuit. The GSV will cover all payments to District-based Agents, all payments of any kind whatsoever to the District, the cost of claims administration and notice, and any and all other payments or disbursements pursuant to this Consent Order. This is a non-reversionary settlement, which means that once the Agreement is final and effective, no part of the GSV shall revert to Arise.

12. Subject to Court approval, the Settling Parties agree that ILYM Group, Inc. will be appointed as Claims Administrator. The Claims Administrator will be responsible for establishing and maintaining a non-interest bearing account for the GSV; mailing notices; receiving and logging adjustment forms and requests for exclusion; researching and updating addresses through skip-traces and similar means; answering questions from the Agents;

disbursing both the Agent Share and a potential reversion to the District pursuant to this Consent Order; reporting on the status of the Consent Order to the Settling Parties; preparing a declaration regarding its due diligence in the claims administration process; providing the Settling Parties with data regarding the filing of adjustment forms and requests for exclusion; calculating and distributing settlement checks; calculating tax obligations (if any); remitting any and all tax obligations (if any) to the appropriate taxing authorities; and doing such other things as the Settling Parties may direct. All costs associated with the administration of the claims process will be paid from the Agent Share.

13. Payment of District Share: No later than forty (40) calendar days after the Arise's status as a party on the Court's docket is reflected as "settled and dismissed" or similar words to that effect, Arise shall transfer one half (50%) of the District Share directly to the District. No later than one hundred and twenty (120) calendar days after Arise's status as a party on the Court's docket is reflected as "settled and dismissed" or similar words to that effect, Arise shall transfer the remaining one half (50%) of the District Share directly to the District. The District agrees to provide any necessary paperwork or documentation needed to facilitate the transfer (such as a form W-9, wire credentials, etc.) to Arise at least fourteen (14) calendar days prior to the distribution deadline.

14. Payment of Agent Share:

a. No later than forty (40) calendar days after Arise's status as a party on the Court's docket is reflected as "settled and dismissed" or similar words to that effect, Arise shall transfer the Agent Share to a non-interest bearing account to be established by the Claims Administrator provided, however, that the Claims Administrator shall provide wire

credentials on its official letterhead and complete, current, and accurate forms SS-4 and W-9 promptly upon request.

b. No later than thirty (30) calendar days after the Arise's status as a party on the Court's docket is reflected as "settled and dismissed" or similar words to that effect, Arise shall provide to the Claims Administrator, to the extent possible based on the presence of information in its records, a spreadsheet in electronic form that contains the name, social security number and/or federal tax identification number, intervals serviced in the District during the Applicable Period, mobile phone number, and last known postal mailing and e-mail address of every Service Partner and/or Agent who serviced on the Arise® Platform while in the District during the Applicable Period (a "Qualifying Agent"). The District and Arise shall meet-and-confer with the Claims Administrator regarding the format of said spreadsheet and shall cooperate to provide any additional information that the Claims Administrator may request that is reasonable and necessary for the purpose of giving the Notice, allocating and distributing the Agent Share, and otherwise administering this Agreement.

c. Not later than ten (10) business days after receipt of the information described in the preceding Paragraph 14(b) of this Agreement, the Claims Administrator shall send the Notice to all Qualifying Agents via postal mail, e-mail, and text message (to the extent possible based on the spreadsheet provided by Arise). The postal mailing will be sent by first-class U.S. mail. Before mailing the Notice, the Claims Administrator shall run the Qualifying Agent addresses through the U.S. Postal Service's Change of Address Database. The Claims Administrator shall make such further efforts as are possible and reasonable (if any), to provide the Notice to Qualifying Agents whose original Notice is

returned as undeliverable, provided that all such efforts shall be completed by the sixtieth (60th) calendar day after the Notice is mailed. The Claims Administrator shall document all efforts under this subparagraph and keep such documentation for a period of four (4) years from the date the GSV is fully distributed.

d. The “Notice” shall contain an easily understood explanation, in layman’s terms, of the Consent Order and the Qualifying Agent’s ability to claim a portion of the Agent Share in exchange for executing an agreement releasing the claims at issue in the Lawsuit. The explanation shall be in the form attached hereto as Exhibit A and the release shall be in the form attached hereto as Exhibit B. Qualifying Agents shall have ninety (90) calendar days to return an executed release in exchange for their portion of the Agent Share. On the sixtieth (60th) calendar day after mailing the Claims Administrator shall mail, email, and text message a reminder notice to all Qualifying Agents who have not submitted an executed release.

e. The Claims Administrator shall issue payments from the Agent Share to all Qualifying Agents who have returned an executed release by no later than the thirtieth (30th) calendar day after it receives the executed release. These payments shall be calculated in the following manner. First, the Claims Administrator will allocate sixty percent (60%) of the Agent Share to a Certification Share, and the remaining forty percent (40%) to a Non-Certification Share. Second, the Claims Administrator will allocate sixty-six percent (66%) of the Certification Share to a “Passed Certification Share” and thirty-four percent (34%) to a “Non-Passed Certification Share.” Third, the Claims Administrator will determine, from a spreadsheet generated by Arise to the best of its ability based on data present in its records, the number of passed certification

courses (“Passed Courses”) and non-passed certification courses (“Non-Passed Courses”) attributable to a Qualifying Agent during the Applicable Period. Then, the Claims Administrator will divide the Passed Certification Share by the total number of Passed Courses, with the resulting number determined to two (2) decimal places (the “Per Passed Course Payment”). Likewise, the Claims Administrator will divide the Non-Passed Certification Share by the number of Non-Passed Courses, with the resulting number determined to two (2) decimal places (the “Per Non-Passed Course Payment”). Then, the Claims Administrator will determine, from the spreadsheet referenced in Subparagraph 14(b), the number of intervals that a Qualifying Agent actively serviced during the Applicable Period (the “Compensable Intervals”). Then, the total number of Compensable Intervals attributable to all Qualifying Agents will then be divided into the Non-Certification Share, with the number of Compensable Intervals as the denominator and the Non-Certification Share as the numerator, with the resulting number determined to two (2) decimal places (the “Per Interval Payment”). The disbursement to each Qualifying Agent (the “Qualifying Agent Payment”) shall be the sum of (1) the number which results from multiplying the Per Interval Payment by the number of Compensable Intervals attributable to each Qualifying Agent, (2) the number which results from multiplying the Per Passed Course Payment by the number of Passed Courses attributable to each Qualifying Agent; and (3) the number which results from multiplying the Per Non-Passed Course Payment by the number of Non-Passed Courses attributable to each Qualifying Agent. The disbursement will represent both alleged actual and liquidated damages for each Qualifying Agent.

f. The Claims Administrator shall maintain unclaimed portions of the Agent Share for a period of one (1) year from the date of mailing of the Notice. If any Agent Share funds remain unclaimed at the end of that one (1) year period, the District will, in its sole discretion, make a determination regarding whether such funds shall be redistributed by the Claims Administrator *pro rata* to Qualifying Agents who executed releases and participated in the settlement, shall revert to the District, or some combination thereof. Arise shall be informed of the District's decision. Any funds to be reverted to the District will be distributed by the Claims Administrator pursuant to written instructions provided by the District.

g. The Claims Administrator shall create and maintain a "Claims Ledger" that records: (a) each Qualifying Agent's contact information, (b) whether the Qualifying Agent opted in or opted out to receive payments, and (c) payments made to and cashed by Eligible Employees. The Claims Administrator will produce the Claims Ledger to the District and Arise along with copies of executed Notice/Release Forms. The Claims Administrator shall provide the Parties with an updated version of the Claims Ledger on a quarterly basis.

DISMISSAL AND RELEASE

15. Upon the Effective Date and in exchange for the consideration, undertakings, and covenants undertaken by Arise in this Agreement, including but not limited to Arise's agreement to close the Arise® Platform to Agents based in the District, and to the extent permitted by applicable law, the District hereby releases, discharges, and covenants not to sue Arise Virtual Solutions, Inc., including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any

entity which could be jointly liable with it for the alleged misclassification of Arise Agents, or any of them (individually and collectively “the Arise Releasees,”) from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, whether known or unknown, during the Applicable Period, which the District has or had against the Arise Releasees (a) that were alleged in the Lawsuit or could have been alleged in the Lawsuit based on the current or prior pleadings therein (including by way of example but not limitation any claims under D.C. Code §§ 32-531.01, 32-531.02, 32-531.12, 32-1002, 32-1003, 32-1008.01, 32-1010, 32-1011, 32-1012, 32-1303, 32-1306, and District of Columbia Municipal Regulations §§ 906.1 and 907.1, as well as under any other District or federal law, ordinance, and/or administrative regulation concerning the misclassification of employees as independent contractors), and (b) that relate to the District’s allegations that Arise misclassified Agents as independent contractors (the “Released Claims”).

16. The Released Claims include specifically, by way of further description but not by way of limitation, claims for attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, general damages, special damages, consequential damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the allegations set out in the Lawsuit and/or the claims referenced in this Paragraph 16, whether based on statutory, regulatory, or common law, and whether specifically set out herein or not.

ADDITIONAL TERMS AND CONDITIONS

17. Within thirty (30) calendar days of the Effective Date (“Certification Date”), Arise will certify to the District that it has articulated a formal policy closing the Arise® Platform to Agents located in the District and has exercised reasonable efforts to implement and

enforce this policy, and based on this due diligence, it is unaware of any Agents based in the District servicing on the Arise® Platform. For (a) the period from the Certification Date until December 31, 2024 and (b) calendar years 2025 and 2026, Arise will submit an annual statement to the District that certifies that it is in compliance with its obligation to close the Arise® Platform to Agents located in the District. Arise shall submit each annual statement to the District by February 28 of the following year, pursuant to Paragraph 29. The District acknowledges and understands that Arise relies on information reported by Agents and their Service Partners to ascertain where an Agent is based, and it shall not be a violation of this Paragraph 17 if an Agent based in the District services on the Arise® Platform after affirmatively deceiving Arise into thinking that the Agent is based outside the District.

18. The Settling Parties and their respective counsel of record shall proceed diligently to prepare and execute all documents, to seek the necessary Court approvals, and to do all other things reasonably necessary to conclude this Consent Order.

19. Nothing herein shall constitute any admission by Arise of legal wrongdoing or liability or of the truth of any factual allegations in the Lawsuit. To the contrary, Arise has denied and continues to deny each and every material factual, procedural, and/or legal allegation and alleged claim asserted in the Lawsuit, and has contended throughout that its relationship with Service Providers and Agents is properly regarded as an independent contractor relationship.

20. Likewise, nothing herein shall constitute a concession by the District that its claims and allegations in the Lawsuit are not well founded.

21. The settlement of the Lawsuit, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement are not, shall not be deemed to be, and may not be used as, an admission or

evidence of any wrongdoing or liability on the part of Arise or of the truth of any of the factual allegations in the Complaint in the Lawsuit; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Arise in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Likewise, nothing in this Agreement or its execution is, nor shall be deemed to be, an admission on the part of the District.

22. This Agreement, including its exhibits, constitutes the entire agreement and understanding between the Settling Parties, and supersedes any previous agreements or understandings between the Settling Parties. No representations, warranties, or inducements have been made to any party concerning the subject matter of this Agreement and/or exhibits other than the representations, warranties, and covenants contained in such documents. This Agreement and related exhibits shall be construed each as a whole, and with reference to one another, according to their fair meaning and intent. Each of the Settling Parties represent that its counsel has participated and cooperated in the drafting and preparation of this Agreement and related exhibits; hence, in any construction to be made of this Agreement and/or exhibits, the same shall not be construed against any party on the basis that said party was the drafter.

23. The District represents that it is presently unaware of any other lawsuit or administrative proceeding which alleges any of the claims under District of Columbia law asserted by the Lawsuit. Each attorney executing this Agreement on behalf of any party hereto hereby warrants that full authority to do so has been given by their client.

24. The Settling Parties represent and agree that neither have received and/or relied upon any advice and/or representations from the other party and/or its attorneys as to the

necessity for withholding or the taxability of the consideration paid pursuant to this Agreement, whether pursuant to federal, state, or local income tax statutes or otherwise.

25. This Agreement, and its terms and exhibits, may be modified only in writing signed by counsel of record for the parties designated in Paragraph 27, and will not become effective unless and until approved by the Court or otherwise as ordered by the Court.

26. This Agreement may be executed in one or more faxed or e-mailed counterparts, which may be filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Copies of the complete set of executed counterparts may be used for all purposes in lieu of the originals and shall have the same force and effect as the originals.

27. All notices and reports sent pursuant to this Agreement shall be provided to the following addresses via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Graham Lake
Graham.Lake@dc.gov
Office of the Attorney General
400 6th Street N.W.
Washington, D.C. 20001

For Arise:

Jeffrey E. Gordon
jgordon@omm.com
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

28. Except as otherwise specifically provided for herein, the above-captioned court shall retain jurisdiction to construe, interpret, and enforce this Agreement and the settlement; to

supervise all notices, the administration of the settlement and this Agreement, and distribution of the GSV; and to hear and adjudicate any dispute arising from or related to the settlement and/or this Agreement.

29. To the extent that any timeframe set out in this Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions contained in D.C. Code § 50-2301.06.

Dated: March 8, 2024

Respectfully submitted,

BRIAN L. SCHWALB
Attorney General for the District of Columbia

JEFFREY E. GORDON
O'MELVENY & MYERS LLP

JENNIFER C. JONES
Deputy Attorney General
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Email: Graham.Lake@dc.gov

Counsel for Plaintiff District of Columbia

*Attorneys for Defendant Arise Virtual
Solutions, Inc.*

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date: _____

Associate Judge
Superior Court for the District of Columbia

For service via CaseFileXpress:
All counsel of record

EXHIBIT A

THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">v.</p> ARISE VIRTUAL SOLUTIONS, INC., <p style="text-align: center;"><i>Defendant.</i></p>	Case No. 2022 CA 000247 B Judge Maurice A. Ross Civil II – Calendar 6
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NOTICE OF SETTLEMENT OF LAWSUIT

TO: All current and former Agents who provided services on the Arise® Platform, the technology platform hosted by Arise Virtual Solutions Inc., at any time during the time period described herein while residing in the District of Columbia.

PLEASE READ THIS NOTICE CAREFULLY

This Notice is about a settlement of claims asserted against Arise Virtual Solutions Inc. (“Arise”) by the District of Columbia in the case captioned *District of Columbia v. Arise Virtual Solutions, Inc.*, Case No. 2022 CA 000247 B (Superior Court for the District of Columbia). Plaintiff District of Columbia (“District”) has agreed to settle claims against Arise in this action. A portion of this settlement has been set aside for Agents who serviced on the Arise® Platform while residing in the District at any point from January 19, 2019 to [insert Effective Date of the Consent Order] and elect to participate in the settlement. This Notice, and the release you must agree to in order to claim your portion of the Agent Share, has been authorized and approved by the Superior Court of the District of Columbia.

Please read this notice carefully. It contains important information about your right to participate in the Settlement. These rights and options are summarized below and are fully explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE

If you wish to participate in the Settlement, you will receive an estimated payment of [SAMOUNT]. If this estimated amount decreases, the Claims Administrator will issue a subsequent notice. To participate, you **must** complete and sign the attached Claim and Release Form and submit it to the Claims Administrator by **DATE**. Settlement checks will be mailed out to anyone who timely submits the Claim and Release Form within thirty (30) days of the Claims Administrator’s receipt of the executed Claim and Release Form.

EXCLUDE YOURSELF

If you wish to exclude yourself from the Settlement, and not receive your portion of the Agent Share, you need not do anything and you may ignore this Notice.

1. Why did I receive this Notice?

You received this Notice because records indicate that you are or were an Agent who provided services on the Arise® Platform while residing in the District at some point on or after January 19, 2019.

2. What is this lawsuit about?

This lawsuit is about whether Arise properly classified Agents that provide services through its technology platform as independent contractors.

The District maintains that Arise violated the District of Columbia Code and District of Columbia Municipal Regulations by, among other things, failing to pay minimum wage, overtime, and provide sick pay leave to District-based Agents who provide services through its technology platform. Arise maintains that Agents are properly classified as independent contractors and are not entitled to minimum wage, overtime pay, sick pay, and other employee benefits because Arise maintains that Agents are not employed by Arise, and Arise also maintains that it has complied with all relevant laws and regulations in the District of Columbia. The Court has not made any rulings about these arguments or defenses.

3. What are the settlement terms agreed to in the Consent Order?

The District and Arise have agreed to settle this litigation without any admission of liability on the part of Arise and prior to any finding of wrongdoing on the part of Arise. Arise has agreed to pay a Gross Settlement Value of \$3,000,000.00, which will be divided into two categories: (1) the District Share, and (2) the Agent Share. The District Share is the amount that will be paid to the District. The Agent Share is the amount that will be disbursed among Qualifying Agents.

4. How is my portion of the Agent Share calculated?

If you fill out the Claim and Release Form and submit it by **DATE**, you will be considered a “Qualifying Agent” and will receive a Settlement Payment of **SAMOUNT**.

The total Agent Share will be allocated and distributed among all potential Qualifying Agents. The Settlement Payment for each Agent will be calculated pursuant to a formula set out in detail in the Settlement Agreement, but essentially the Claims Administrator will allocate forty percent (40%) of the Agent Share based on the number of intervals actually serviced by District-based Agents during the timeframe described above, and sixty percent (60%) of the Agent Share based on the number of certification courses taken by District-based Agents during the timeframe described above. With respect to the sixty percent (60%) of the Agent Share that will be distributed based on the number of certification courses taken, one third (1/3) will be allocated to certification courses that were not passed and two thirds (2/3) will be allocated to certification courses that were passed. Accordingly, each Qualifying Agent’s portion of the Agent Share will be based on how many intervals they serviced, how many certification courses they took and passed, and how many certification courses they took and didn’t pass.

5. Can I review a copy of the complete Settlement Agreement?

Yes, the Claims Administrator will provide a copy of the Settlement Agreement to you upon request. See Item 12, below.

6. How do I get my Settlement Payment (OPT IN)?

If you want to get your Settlement Payment, you MUST complete and sign the attached Claim and Release Form and send it to the Claims Administrator by DATE. You may use the enclosed postage-paid envelope to return your Claim and Release Form. You may also submit the Claim and Release Form by emailing it, faxing it, or mailing it directly to the Claims Administrator using the information below—but you must do so by **DATE**.

[claims administrator contact info]

You have a right to participate in this Settlement regardless of your immigration status. If you lose the Claim and Release Form, call or email the Claims Administrator and ask for a new one immediately.

7. How do I exclude myself from the Settlement?

If you wish to exclude yourself from the Settlement, and not receive your portion of the Agent Share, you need not do anything and you may ignore this Notice.

8. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will **not** receive any money from this Settlement. You can only receive your Settlement Check if you opt in to the Settlement by submitting the Claim and Release Form by **DATE**.

9. Will my decision to participate or not participate affect my contract with Arise or limit my ability to service additional opportunities on the Arise® Platform in the future?

No – your decision to participate or not participate will not impact your ability to service. However, please be aware that, as part of the Settlement, Arise has agreed to implement a formal policy to close the Arise® Platform to Agents residing within the District of Columbia. Accordingly, if you reside in the District, you will not be able to service on the Arise® Platform regardless of whether or not you participate in the Settlement.

10. What claims am I releasing by opting into the Settlement and taking the Settlement Payment, or not opting out of the Settlement?

If you timely submit the Claim and Release Form, you will release claims related to your provision of services on the Arise® Platform and your classification as an independent contractor as follows:

By claiming my portion of the Agent Share, I understand and agree that I release, discharge, and covenant not to sue Arise Virtual Solutions, Inc., including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with it for the alleged misclassification of Arise Agents, or any of them (individually and collectively “the Arise Releasees,”) from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, whether known or unknown, from January 19, 2019 to **[insert Effective Date of the Consent Order]**, which I have or have had against the Arise Releasees under D.C. Code §§ 32-531.01, 32-531.02, 32-531.12, 32-1002, 32-1003, 32-1008.01, 32-1010, 32-1011, 32-1012, 32-1303, 32-1306, and District of Columbia Municipal Regulations §§ 906.1 and 907.1, as well as under any other District or federal law, ordinance, and/or administrative regulation that are predicated on or relate to any allegation or claim that Arise misclassified Agents as independent contractors (the “Released Claims”).

The Released Claims include specifically, by way of further description but not by way of limitation, claims for attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, general damages, special damages, consequential damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the allegation that Arise misclassified Agents as independent contractors and/or the claims referenced in the preceding paragraph above, whether based on statutory, regulatory, or common law, and whether specifically set out herein or not.

This release has been authorized and approved by the Superior Court of the District of Columbia.

11. What if my name or address changes?

If your name, mailing address, email address, and/or telephone number changes after you submit your Claim and Release Form, please notify the Claims Administrator immediately. If you do not correct your address, your settlement check will be mailed to the address that is on file for you. Therefore, it is your duty to keep an updated address on file. The contact information for the Claims Administrator is listed in response to Item 5 above and Item 12 below.

12. What if I still have questions?

If you have questions about this Settlement or want more information, please contact the Claims Administrator at:

[Contact Information]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

DATE: March XX, 2024

EXHIBIT B

[ADDRESS]

CLAIM and RELEASE FORM

District of Columbia v. Arise Virtual Solutions, Inc., Case No. 2022 CA 000247 B

(Superior Court for the District of Columbia)

You are entitled to claim a portion of a Settlement Payment

To claim your settlement payment, you must mail, fax, or e-mail this form on or before **DATE to:**

[Claims Administrator Contact Info]

You may use the pre-paid enclosed envelope to return this form.

If you fail to submit this form by **DATE, you will NOT receive your payment.**

I read and understood the Notice of Settlement that accompanied this Claim and Release Form. By signing this Claim and Release Form, I represent and acknowledge that: (a) I provided services on the Arise® Platform at some point between January 19, 2019, and the date of my signature on this document, while residing in the District of Columbia; and (b) I specifically consent to, and wish to participate in, the settlement of this litigation pursuant to the settlement on file in the *District of Columbia v. Arise Virtual Solutions, Inc.*, Case No. 2022 CA 000247 B (D.C. Super. Ct). I understand that, by agreeing to participate in the settlement of that litigation, I am agreeing to release Arise from all claims described below, under all applicable laws, whether known or unknown. I understand that the Claims Administrator has estimated that my portion of the Agent Share of the settlement is [amount]. If this estimated amount decreases, the Claims Administrator will issue a subsequent notice.

AGREEMENT TO BE BOUND BY RELEASE

By claiming my portion of the Agent Share, I understand and agree that I release, discharge, and covenant not to sue Arise Virtual Solutions, Inc., including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with it for the alleged misclassification of Arise Agents, or any of them (individually and collectively “the Arise Releasees,”) from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, whether known or unknown, from January 19, 2019 to [insert Effective Date of the Consent Order], which I have or have had against the Arise Releasees under D.C. Code §§ 32-531.01, 32-531.02, 32-531.12, 32-1002, 32-1003, 32-1008.01, 32-1010, 32-1011, 32-1012, 32-1303, 32-1306, and District of Columbia Municipal Regulations §§ 906.1 and 907.1, as well as under any other District or federal law, ordinance, and/or administrative regulation that are predicated on or relate to any allegation or claim that Arise misclassified Agents as independent contractors (the “Released Claims”).

The Released Claims include specifically, by way of further description but not by way of limitation, claims for attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, general damages, special damages, consequential damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the allegation that Arise misclassified Agents as independent contractors and/or the claims referenced in the preceding paragraph above, whether based on statutory, regulatory, or common law, and whether specifically set out herein or not.

Having read and understood the above, by my signature below I claim my portion of the Agent Share, knowingly and voluntarily waiving and releasing the Released Claims in exchange therefore:

Signature: _____ Date: _____

(First name, Last name) (PRINT NEATLY)

(Street Address)

(City) (State) (Zip Code)

Email (PRINT NEATLY) (Area Code) Telephone Number