

NOTICE OF PROPOSED CLASS/COLLECTIVE ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All Class Members who worked for Startek USA, Inc. as hourly customer service representatives between February 18, 2019 and March 17, 2025.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY DEFENDANT, STARTEK USA, INC. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN YOUR COMPLETED REQUEST FOR EXCLUSION FORM ("REQUEST FOR EXCLUSION"), DATED, SIGNED, AND POSTMARKED BY NO LATER THAN SEPTEMBER 29, 2025, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE CLASS MEMBER SETTLEMENT INFORMATION FOUND ON THE POSTCARD NOTICE AND CONFIRM THAT THE INFORMATION IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF THE CLASS MEMBER SETTLEMENT INFORMATION IS INCORRECT, RETURN THE CLASS MEMBER INFORMATION SHEET, FOUND ON THE SETTLEMENT WEBSITE (WWW.STARTEKUSASETTLEMENT.COM), TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF COLORADO (THE "COURT"), ENTERED ON JULY 18, 2025, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between Plaintiffs and Defendant Startek USA, Inc. ("Defendant"), in the collective and class action pending in the Court (the "Action") brought on behalf of the following individuals (the "Class"):

All current and former Class Members who worked for Defendant in the United States as hourly customer service representatives at any time between February 18, 2019 and March 17, 2025.

The Court has preliminarily approved the Settlement and has conditionally certified the Class for purposes of the Settlement only. You have received this Notice because Defendant's records indicate that you are a member of the Class ("Class Member"). This Notice is designed to inform you of the Settlement and the process for how you can object to the Settlement or request exclusion from the Settlement. Unless you submit a timely Request for Exclusion, the Settlement, if finally approved by the Court, will be binding upon you.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the U.S. District Court for the District of Colorado (the "Court"), is titled "*Makayla Harris, et al. v. Startek USA, Inc., Defendant*," No. 1:22-cv-00437-RM-JPO.

In the Action, Plaintiffs allege that hourly customer service representatives employed by Defendant across the United States were not paid for all of their work time including pre-, mid- and post-shift computer log-in time. Based on those allegations, Plaintiffs have asserted claims under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, the statutory wage and hour laws of the States of Arkansas, Colorado, Illinois, Kentucky, Missouri, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia, West Virginia, and claims for common law breach of contract and unjust enrichment. Plaintiffs seek the recovery of unpaid straight time wages, overtime wages, liquidated damages, interest, costs, attorneys' fees, and other relief. Plaintiffs have sued on behalf of themselves and all other individuals allegedly similarly situated to them with respect to the claims asserted.

Defendant denies all of Plaintiffs' allegations. Specifically, Defendant contends, among other things, that its customer service representatives are and were paid properly for all of their work time; that Plaintiffs cannot recover for the claims they have asserted; that Defendant has acted in good faith with respect to the matters that Plaintiffs allege; that a class could not be appropriately certified in the Action; and if a class were certified, Defendant's defenses to Plaintiffs' claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, Plaintiffs and Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the Action have merit, that it has any liability to Plaintiffs or the proposed class on those claims, or that it has violated the law in any way. On the contrary, Defendant denies any and all such liability. Defendant reserves the right to object to any claim if for any reason the settlement is terminated or not finally approved by the Court.

Plaintiffs and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to continued litigation. Plaintiffs and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

WHY AM I INCLUDED IN THE SETTLEMENT?

You are included in the Settlement because Defendant's records indicate that you were employed by Defendant as a customer service representative between February 18, 2019 and March 17, 2025.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Defendant will pay \$2,500,000 as the Gross Settlement Fund. Additionally, Defendant will pay any employer side payroll taxes related to Individual Settlement Amounts.
2. The Gross Settlement Fund will be used to issue Individual Settlement Amounts to the following Class Members:

FLSA Class Member" means the 4,311 individuals who opted in to the Action by filing written consent to join forms.

"Rule 23 State Law Class Member" means the approximately 9,929 individuals (as identified by Defendant in its mediation production) who worked for Defendant in the following states during the Class Period but did not opt in to the Action: Arkansas, Colorado, Illinois, Kentucky, Missouri, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia, West Virginia.

"Rule 23 Breach of Contract Class Member" means the approximately 7,641 individuals (as identified by Defendant in its mediation production) who did not opt in to the action and who worked for Defendant during the Class Period in states other than the following: Arkansas, Colorado, Illinois, Kentucky, Missouri, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia, West Virginia.

3. Out of the Gross Settlement Amount, each Class Member who does not submit a valid and timely Request for Exclusion (a "Settlement Class Member") will receive an Individual Settlement Amount that is calculated as follows:

Rule 23 Breach of Contract Class Member Payments: \$163,590 of the Net Settlement Amount will be allocated to the Rule 23 Breach of Contract Class Member Payment pool and will be used to satisfy the claims of the approximately 7,641 Rule 23 Breach of Contract Class Members. Each Rule 23 Breach of Contract Class Member will be issued an Individual Settlement Amount in the amount of \$15.

FLSA Class Member Payments: After deduction of the \$163,590 Rule 23 Breach of Contract Class Member Payment pool from the Net Settlement Amount, 50% of the remaining balance will be allocated to the FLSA Class Member Payment pool. The Settlement Administrator will calculate the total amount that each FLSA Class Member will receive. The Settlement Administrator will divide the FLSA Class Member Payment pool by the total number of workweeks FLSA Class Members were employed during the Class Period (“Workweek Amount”). The Settlement Administrator will multiply the Workweek Amount by the total number of workweeks that each FLSA Class Member was employed during the Class Period to arrive at an estimated Individual Settlement Amount.

Rule 23 State Law Class Member Payments: After deduction of the \$163,590 Rule 23 Breach of Contract Class Member Payment pool from the Net Settlement Amount, 50% of the remaining balance will be allocated to the Rule 23 State Law Class Member Payment pool. The Settlement Administrator will calculate the total amount that each Rule 23 State Law Class Member will receive. The Settlement Administrator will divide the Rule 23 State Law Class Member Payment pool by the total number of workweeks Rule 23 State Law Class Members were employed during the Class Period (“Workweek Amount”). The Settlement Administrator will multiply the Workweek Amount by the total number of workweeks that each Rule 23 State Law Class Member was employed during the Class Period to arrive at an estimated Individual Settlement Amount.

Individual Settlement Amounts will be allocated as follows: 50% as wages (reported on an IRS W2 form); 50% as liquidated damages (reported on an IRS 1099 form).

4. Each FLSA Settlement Payment check shall be affixed with the following endorsement:

By cashing this Settlement Payment check, I am consenting to join the FLSA Collective and fully, finally, and forever releasing, settling, compromising, relinquishing, and discharging the Released Parties from all claims, rights, demands, liabilities, and causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action based on the facts and claims asserted in the operative complaint while I worked for Defendant for the period of February 18, 2019 through March 17, 2025. The claims released by me include all claims for unpaid wages under the federal Fair Labor Standards Act (“FLSA”), and applicable state and municipal law (including common law, statutes, ordinances, and regulations).

5. An approximation of your Individual Settlement Payment appears on your postcard Notice. Your actual Individual Settlement Payment may be more or less once awarded.
6. The Individual Settlement Payments and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
7. You will be included in the Settlement and receive your Individual Settlement Amount unless you complete and submit by the deadline of September 29, 2025 a Request for Exclusion Form that is provided on the Settlement Website (www.StartekUSASettlement.com) and in accordance with the conditions for submitting that Request for Exclusion. If you do not complete and submit this form in accordance with the conditions for submitting that Request for Exclusion, you will be bound by this Settlement, including the release of your claims, and receive an Individual Settlement Amount. If you do complete and submit by the deadline a Request for Exclusion Form in accordance with the conditions for submitting that Request for Exclusion, you will be excluded from the Settlement and will not receive an Individual Settlement Amount, but you will retain the right you may have, if any, to pursue a claim against Defendant.
8. The Court has appointed Atticus Administration to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Settlement Class Member’s entitlement to an Individual Settlement Payment.

9. Upon final approval of the Settlement by the Court, all Settlement Class Members will be deemed to have released Defendant and its affiliates and related entities, including, without limitation, its parents and subsidiaries, owners, predecessors, successors, divisions, joint ventures and assigns, clients, and each of their past, present and/or future direct and/or indirect directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, attorneys, and personal or legal representatives (“Released Parties”), from all claims for unpaid wages that have been alleged or that could have been alleged in the Action including all of the following claims for relief: (a) that Defendant failed to pay and/or properly calculate all wages due, straight time, overtime, double-time, premium pay, minimum wages, and all other forms of wages; (b) that Defendant failed to maintain required records; (c) that Defendant owes other monies or penalties under the FLSA and any other state wage and hour laws (including without limitation the state wage laws identified in Plaintiffs’ First Amended Complaint); and (d) that Defendant is responsible for the payment of damages, penalties, interest, and other amounts recoverable under said causes of action, including without limitation the following claims based on or reasonably relating to claims asserted or alleged in the action: claims for unpaid wages (including claims for regular wages, overtime, regular rate calculations, gap time, off-the-clock or unpaid time, and breaks) under the Fair Labor Standards Act, 29 U.S.C. §201, et seq., state wage and hour laws, and state common law theories, including without limitation breach of contract and unjust enrichment. The Released Claims also include all claims that Plaintiff and the Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement, and (ii) the payment of the Class Representative Service Awards pursuant to this Agreement. The period of the Release will extend from February 18, 2019 through March 17, 2025.
10. In addition to their Individual Settlement Payment as Class Members, Plaintiffs will seek approval from the Court for a payment of Class Representative Service Awards in the aggregate amount of \$51,000 to be paid from the Gross Settlement Fund, for their time and effort in bringing and prosecuting this matter and in exchange for a General Release.
11. Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys’ fees are paid only if money is recovered for the Class. It is common to award attorneys’ fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Kevin J. Stoops of Sommers Schwartz, P.C., will request up to \$833,333.33 for attorneys’ fees (33 1/3% of the Gross Settlement Amount) and the litigation expenses and costs (estimated to not exceed \$55,000) incurred by Class Counsel in connection with this case. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Gross Settlement Fund.
12. The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, not to exceed \$81,000 will be paid out of the Gross Settlement Fund.
13. Any checks issued to Settlement Class Members will remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, any such uncashed check proceeds will be returned to Defendant.
14. Plaintiffs as Class Representatives and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** Plaintiffs as Class Representatives and Class Counsel represent your interests as a Class Member. Unless you submit a timely and valid Request for Exclusion Form, you are a part

of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Defendant and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

2. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

Harris et al. v. Startek USA, Inc., Settlement Administrator
Atticus Administration
PO Box 64053
St. Paul, MN 55164

Any written objection must contain (1) your full name; (2) the number of workweeks worked; (3) the last four digits of your Social Security number and/or your Employee ID number; (4) the name and case number of the Action; (5) the factual and legal basis for your objection with any supporting documents and evidence; and (6) a list of all other objections, if any, you or anyone on your behalf has filed in any class action settlements pending in any court in the United States in the previous five years.

Written objections to the Settlement must be postmarked by not later than September 29, 2025.

If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection, you will be bound by the terms of the Settlement and receive an Individual Settlement Payment.

Settlement Class Member Information Sheet: The Settlement Class Member Information Sheet provides the information on which your Individual Settlement Payment will be calculated. The estimate of your Individual Settlement Payment, if all Class Members participate and all payment amounts are awarded, is found on your postcard Notice; your actual Individual Settlement Payment may be more or less. If the Settlement Class Member information (including your mailing address) from your postcard Notice is correct, you do not need to return the form. If the information contained in the postcard Notice is incorrect, please correct the information on the Settlement Class Member Information Sheet, found on the Settlement Website (www.StartekUSASettlement.com), and return it to the Settlement Administrator. If you believe information is incorrect, state on the Settlement Class Member Information Sheet which information is incorrect and (other than with respect to your name and your address,) include any documentation you have to support that contention. The Settlement Class Member Information Sheet must be completed, signed by you, and returned to the Settlement Administrator postmarked by no later than September 4, 2025. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Individual Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Checks.

Excluding Yourself from the Settlement: If you do not wish to participate in the Settlement, you must complete the Request for Exclusion Form, found on the Settlement Website (www.StartekUSASettlement.com). The Request for Exclusion Form must be completed, dated, signed by you, and returned to the Settlement Administrator by not later than September 29, 2025. A Class Member who fails to mail a Request for Exclusion Form in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement, and will receive an Individual Settlement Payment, if the Settlement is approved by the Court, and be bound by any judgment entered by the Court, regardless of whether he or she has objected to the Settlement.

Any person who submits a complete and timely Request for Exclusion Form to the Settlement Administrator will, upon receipt, no longer be in the Class and will not be eligible to receive an Individual Settlement Amount, and will not be included in calculating the Individual Settlement Amounts of any other Settlement Class Members. Any such

person will retain the right, if any, to pursue at his or her own expense a claim against Defendant. An incomplete or unsigned Request for Exclusion Form will be deemed invalid.

Consistent with Defendant's policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

Settlement Administrator's Address: If applicable, send your corrected Settlement Class Member Information Sheet or your Request for Exclusion to the Settlement Administrator at the following address:

Harris et al. v. Startek USA, Inc., Settlement Administrator
Atticus Administration
PO Box 64053
St. Paul, MN 55164
Email: StartekUSASettlement@AtticusAdmin.com
Fax: 1-888-326-6411

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on November 12, 2025, at 10:00 a.m., at the U.S. District Court for the District of Colorado, Alfred A. Arraj Courthouse, 901 19th Street, Denver, Colorado 80294, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Service Award, the Class Counsel Award, and the Settlement Administration Costs.

The hearing may be postponed or modified to a remote proceeding without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and which is available at www.StartekUSASettlement.com. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Clerk's Office, U.S. District Court for the District of Colorado, Alfred A. Arraj Courthouse, 901 19th Street, Denver, Colorado 80294, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR.

Dated: July 18, 2025
By Order of the Court