

**FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT,
RELEASE AND CLASS NOTICE BETWEEN ANDERSON MERCHANDISERS, LLC, RETAIL
EXECUTION WEST, LLC, AND DANIELLE FERRIERA**

This First Amendment to Class Action and PAGA Settlement Agreement, Release and Class Notice (the “Amendment”) is made and entered into on June 24, 2025 (the “Effective Date”) by and between Defendants Anderson Merchandisers, LLC (“Anderson”) and Retail Execution West, LLC (“REW”) (collectively “Defendants”) and Plaintiff Danielle Ferriera (“Plaintiff”). Defendants and Plaintiff are collectively referred to as the “Parties”.

RECITALS

1. Plaintiff and Defendants entered into a Class Action and PAGA Settlement Agreement, Release and Class Notice on January 15, 2025 (the “Agreement”); and
2. The Parties now wish to revise the Agreement to permit Defendants to invoke the Escalator Clause as more fully set forth in this Amendment.

AMENDMENT OF AGREEMENT

Now therefore, in consideration of the above premise, the Parties hereby amend the Agreement as follows:

1. **Gross Settlement Amount.** The Gross Settlement Amount (“GSA”), as referenced in Paragraphs 2.17, 4.4, and 7.1 of the Agreement, shall be increased from \$175,000.00 to \$298,450.00.
2. **Settlement Period.** The Settlement Period and Class Period, as referenced in Paragraph 1.12 and defined in Paragraph 2.48 of the Agreement, shall be modified to end on June 30, 2025.
3. **PAGA Settlement Period.** The PAGA Settlement Period and PAGA Pay Periods, as memorialized in Paragraphs 1.12, 2.31, 2.32 of the Agreement, shall also be modified to end on June 30, 2025.
4. **Attorneys’ Fees.** As outlined in Paragraph 4.8 of the Agreement, Attorneys’ Fees shall be calculated as one-third of the revised GSA specified in this Amendment.
5. **Settlement Administration Costs.** Defendants shall bear any additional Settlement Administration Costs resulting from the exercise of the Escalator Clause and the re-mailing of the Class Notice, estimated to cost up to \$2,600, separate from and in addition to the GSA. All other administration costs, as described in Paragraph 4.10 of the Agreement, shall continue to be paid from the GSA.
6. **PAGA Payment.** The PAGA Payment, as referenced in Paragraph 4.7 of the Agreement, shall be increased from \$10,000.00 to \$17,000.00. Of this, an amount of Twelve Thousand Seven Hundred Fifty Dollars and Zero Cents (\$12,750.00), which is 75% of the PAGA Payment, shall be paid to the State of California LWDA. The remaining 25% of the \$17,000.00 PAGA

Payment, which amounts to Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$4,250.00), shall be distributed *pro rata* to all PAGA Releasees, based on the number of PAGA Pay Periods worked by a PAGA Releasee, as a fraction of the total PAGA Pay Periods worked of all PAGA Releasees.

7. **Service Award.** The Service Award to Plaintiff, as stated in Paragraph 4.9 of the Agreement, shall be increased from \$7,500 to \$12,800.
8. **Escalator Clause.** Defendants hereby exercise the Escalator Clause, as described in Paragraph 4.5, to extend the Settlement Period and PAGA Settlement Period through June 30, 2025. If the number of Class Members exceeds 1,225 or the number of workweeks exceeds 47,752, the GSA shall be increased on a *pro rata* basis per additional Class Member or workweek, whichever results in a greater increase.
9. **Prior Opt-Out.** The putative Class Member who previously opted out of the Settlement in response to the prior Class Notice shall remain a valid opt-out and shall not be included in the new mailing of class notice.
10. **Class Notice Mailing.** Other than the single opt-out described in Paragraph 9 of the Amendment, all Class Members shall receive a new Class Notice.
 - a. Class Members who did not receive the Class Notice in the prior mailing shall be mailed **Exhibit B**, which updates the definition of the Class Period, PAGA Period, Service Award, PAGA Payment to match the terms in this Amendment.
 - b. Employees who already received the Class Notice in the prior mailing shall be mailed the attached **Exhibit B** as well as **Exhibit C**, which informs them of the reason for the additional notice and changes to the Settlement.
11. **No Other Amendments or Modifications.** Except as expressly modified herein, the Parties agree that all other terms and conditions of the Agreement shall remain unchanged, and in full force and effect as originally executed. No provisions are waived or modified by this Amendment.

IN WITNESS WHEREOF the Parties have executed this First Amendment to the Agreement as of the Effective Date.

APPROVED AND ACCEPTED.

BY: PLAINTIFF DANIELLE FERRIERA

Dated: _____

DANIELLE FERRIERA

[Signatures Continued Onto Next Page]

BY: DEFENDANT ANDERSON MERCHANDISERS, LLC

On behalf of Defendants Anderson, REW, and the Released Parties

Dated: 8/15/2025

DocuSigned by:
Sean Simmons

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Signature

Sean Simmons

Print Name

CFO

Title

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2025

AEGIS LAW FIRM, PC

Jessica L. Campbell

Attorneys for Plaintiff, Class Members, and
PAGA Releasees

Dated: August 7, 2025

LITTLER MENDELSON, P.C.

Wesley Stockard

Wesley Stockard (*pro hac vice*)

Hovannes G. Nalbandyan

Attorneys for Defendants

Payment, which amounts to Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$4,250.00), shall be distributed *pro rata* to all PAGA Releasees, based on the number of PAGA Pay Periods worked by a PAGA Releasee, as a fraction of the total PAGA Pay Periods worked of all PAGA Releasees.

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11. **No Other Amendments or Modifications.** Except as expressly modified herein, the Parties agree that all other terms and conditions of the Agreement shall remain unchanged, and in full force and effect as originally executed. No provisions are waived or modified by this Amendment.

IN WITNESS WHEREOF the Parties have executed this First Amendment to the Agreement as of the Effective Date.

APPROVED AND ACCEPTED.

BY: PLAINTIFF DANIELLE FERRIERA

Dated: 9/16/2025 | 5:50 PM PDT

DocuSigned by:

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DANIELLE FERRIERA

[Signatures Continued Onto Next Page]

BY: DEFENDANT ANDERSON MERCHANDISERS, LLC

On behalf of Defendants Anderson, REW, and the Released Parties

Dated: _____

Signature

Print Name

Title

APPROVED AS TO FORM AND CONTENT:

Dated: September 19, 2025

AEGIS LAW FIRM, PC



Jessica L. Campbell

Attorneys for Plaintiff, Class Members, and
PAGA Releasees

Dated: _____, 2025

LITTLER MENDELSON, P.C.

Wesley Stockard (*pro hac vice*)

Hovannes G. Nalbandyan

Attorneys for Defendants