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JAMIE K. SERB (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER (SBN 316007)
nikki@crosnelegal.com
ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff CARLOS HERNANDEZ MOTTO

FILED
Superior Court of California
County of Los Angeles

07/14/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CARLOS HERNANDEZ MOTTO,
Plaintiff,

v.

AMWARE FULFILLMENT, LLC; and DOES
1-100, inclusive,
Defendants.

Lead Case No. 23STCV07785
Consolidated with Case No. 23STCV24821

Assigned for All Purposes To:
Hon. Timothy Patrick Dillon
Dept. SSC-15

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT
AND FINAL JUDGMENT**

Date: July 14, 2026
Time: 10:00 a.m.
Dept.: SSC-15

THIS A FINAL JUDGMENT.

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of Class
2 Action Settlement and Request for Attorney's Fees and Costs, and having heard argument on the Motion,
3 hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including the
5 members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"), attached
7 as Exhibit 1 to the Supplemental Declaration of Nikki Trenner in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about December 17, 2025, is fully and finally
9 approved as fair, reasonable, and adequate, and in the best interests of the Class Members. The Court, for
10 purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement.

11 3. For purposes of settlement only, the Court certifies a class including all current and former
12 non-exempt employees who worked either directly or via a staffing agency for Defendant Amware
13 Fulfillment, LLC ("Amware" or "Defendant") in California during the Class Period of December 22, 2020
14 through June 26, 2025.

15 4. The Court adjudges all Participating Class Members to have released the Released Parties
16 from all claims alleged in the Operative Complaint, and which could have been asserted based on the facts
17 alleged in the Operative Complaint, and which were asserted leading up to and during mediation through
18 the date of preliminary approval, including without limitation unpaid wages, overtime, missed meal and
19 rest periods, waiting time penalties, wage statement violations, and failure to reimburse necessary business
20 expenses ("Released Claims"). Participating Class Members do not release any other claims, including
21 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
23 occurring outside the Class Period.

24 5. The Court further adjudges that all Aggrieved Employees are deemed to release the
25 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
26 alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiff's PAGA
27 Notice. All Aggrieved Employees shall release claims arising under PAGA regardless of their decision
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1 to participate in the Settlement.

2 6. Under the Settlement Agreement, and after application of the Settlement Agreement's
3 Escalator provision, Defendant agrees to pay the total Gross Settlement Amount of \$558,557.94,
4 inclusive of \$204,000 already paid to fund the Prior Settlement Payments. The Settlement Administrator
5 is ordered to distribute to the Participating Settlement Class Members and to the Aggrieved Employees
6 their respective settlement payments as provided in the Settlement Agreement. Funds attributable to
7 uncashed checks that remain after the check void date shall be forwarded to the California State
8 Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

9 7. One individual – Viviana Acosta -- submitted a valid and time Request for Exclusion
10 from the Settlement. This individual is therefore excluded from the Class and is not bound by the
11 Settlement Agreement or this Order and Judgment, except as to the release of claims under PAGA.

12 8. The Court further orders that the Class Members be provided with notice of this Judgment
13 under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order
14 and Judgment on its website for a minimum of sixty (60) days.

15 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
16 ~~\$132,500.00~~ ^{88,639.49}, and an award of costs and expenses in the amount of \$18,503.17. Such amounts shall be
17 paid as provided in the Settlement Agreement.

18 10. The Court approves a service payment to plaintiff and Class Representative Carlos
19 Hernandez Motto in the amount of \$7,500.00, and the Settlement Administrator is ordered to make such
20 payment consistent with the terms of the Settlement Agreement.

21 11. The Settlement Agreement provides the Settlement Administrator, Atticus Class Action
22 shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As set
23 forth in the Declaration of Bryn Bridley, the Settlement Administrator is owed \$7,500.00 for services
24 rendered and to be rendered in administering the settlement. The Court therefore orders that Atticus be
25 paid the amount of \$7,500.00 from the Gross Settlement Amount consistent with the terms of the Class
26 Settlement Agreement.

27 12. The Court approves PAGA penalties in the amount of \$8,000, to be paid from the GSA,
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1 and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying PAGA.
2 \$6,000.00 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the
3 remainder of \$2,000.00 will be distributed to the Aggrieved Employees consistent with the terms of the
4 Settlement Agreement and PAGA.

5 13. The Court sets a non-appearance Settlement Compliance Review for July ¹⁶~~29~~, 2027, at 4:00
6 pm in Department SSC-15 of the Los Angeles County Superior Court. Plaintiff is ordered to file a
7 compliance report at least ^{two (2)}~~ten (10)~~ court days before the Compliance Hearing.

8 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order and
9 Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the
10 Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated
11 becomes effective and each and every act agreed to be performed by the parties has been performed under
12 the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement and to
13 implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the
14 Settlement Agreement.

15 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are
16 an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not
17 a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by
18 any party. The final approval of the parties' settlement will not constitute any opinion, position or
19 determination of this Court as to the merits of the claims or defenses of any party.

20 16. Judgment is hereby entered as follows: Plaintiff Carlos Hernandez Motto and the
21 Participating Class Members, consisting of all current and former non-exempt employees who worked
22 either directly or via a staffing agency for Defendant Amware Fulfillment, LLC ("Amware" or
23 "Defendant") in California during the Class Period of December 22, 2020 through June 26, 2025, who
24 have not otherwise opted out, shall take nothing from Defendant, except as set forth in the Settlement
25 Agreement.

26 17. The Court shall retain jurisdiction over the parties to interpret, implement and enforce this
27 Judgment.

1 **IT IS SO ORDERED AND ADJUDGED. AND DECREED.** FINAL JUDGMENT

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4 Dated: 07/14/2026





Judge of the Superior Court

Timothy Patrick Dillon / Judge