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16 AMWARE FULFILLMENT, LLC

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

14 CARLOS HERNANDEZ MOTTO,
15 Plaintiff,

16 v.

17 AMWARE FULFILLMENT, LLC; and DOES
18 1-100, inclusive,
19 Defendants.

Lead Case No. 23STCV07785
Consolidated with Case No. 23STCV24821
**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT**

Assigned for All Purposes to:
Hon. Kenneth R. Freeman, Dept. 14

Lead Action Filed: April 10, 2023
PAGA Action Filed: October 11, 2023
Trial Date: None Set

1 This Joint Stipulation of Class and PAGA Action Settlement is entered into by and between
2 Plaintiff Carlos Hernandez Motto ("Plaintiff") and Defendant Amware Fulfillment, LLC ("Defendant").
3 The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

4 **1. DEFINITIONS.**

5 1.1 "Action" means the class action lawsuit entitled *Carlos Hernandez Motto, et al. v. Amware*
6 *Fulfillment, LLC, et al.*, filed in the Superior Court of California, County of Los Angeles, with case
7 numbers No. 23STCV07785 (the "Class Action Case") and 23STCV24821 (the "PAGA Representative
8 Case").

9 1.2 "Aggrieved Employee" or "Aggrieved Employees" means current and former non-exempt
10 employees who worked either directly or via a staffing agency for Defendant in California during the
11 PAGA Period.

12 1.3 "Agreement" means the instant Joint Stipulation of Class and PAGA Action Settlement.

13 1.4 "Attorneys' Costs" or "Litigation Costs" means the amount to be reimbursed to Class
14 Counsel for their litigation costs and expenses. Attorneys' Costs shall not exceed \$23,500.00.

15 1.5 "Attorneys' Fees" means the amount to be awarded to Class Counsel for the work they
16 have performed in furtherance of the Action. Attorneys' Fees shall not exceed \$132,500.00, which
17 represents one-fourth of the Gross Settlement Amount.

18 1.6 "Class" or "Class Member" means current and former non-exempt employees who worked
19 either directly or via a staffing agency for Defendant in California during the Class Period.

20 1.7 "Class Counsel" means Zachary M. Crosner, Jamie Serb, and Nikki Trenner of CROSNER
21 LEGAL, PC.

22 1.8 "Class Data" means Class Member identifying information in Defendant's possession
23 including the Class Member's name, last-known mailing address, email address (if available), Social
24 Security number, and number of Class Period Workweeks and PAGA Pay Periods.

25 1.9 "Class Notice" means the Notice of Class and PAGA Action Settlement mutually agreed
26 upon by the Parties and approved by the Court to be sent to the Class Members and Aggrieved Employees
27 Aggrieved Employee following preliminary approval, which includes the scope of release language for
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Settled Class Claims and Settled PAGA Claims, notifies Class Members and Aggrieved Employees of the Settlement, explains the Class Members' options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods based on which the Class Members' and Aggrieved Employees' estimated Individual Class Payments and PAGA Payments are calculated, substantially in the form attached hereto as **Exhibit A**.

1.10 "Class Period" means the period from December 22, 2020 through to the earlier of preliminary approval or June 26, 2025, whichever occurs first.

1.11 "Class Representative" means Plaintiff, Carlos Hernandez Motto, the named plaintiff in the Action seeking Court approval to serve as class representative.

1.12 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and for which Plaintiff will provide a general release and waiver of Civil Code section 1542 rights. Subject to the Court's approval, Plaintiff shall receive \$7,500.00 as Class Representative Service Payment.

1.13 "Court" means the Superior Court of California, County of Los Angeles.

1.14 "Defendant" means Amware Fulfillment, LLC, its predecessors, successors, and assigns, including Staci Americas LLC.

1.15 "Defense Counsel" means Adam E. Primm, and Rachel Chatman of BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP.

1.16 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.17 "Final Approval Order" means the Court's order granting final approval of the Settlement, with which a consistent Final Judgment is simultaneously entered.

1.18 "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.

1.19 "Final Judgment" means the Judgment entered by the Court upon granting final approval of the Settlement.

1.20 "Gross Settlement Amount" means \$530,000.00 which is the maximum total amount Defendant agrees to pay under this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class and PAGA Payments, Attorneys' Fees, Attorneys' Costs, Class Representative Service Payment, the Settlement Administration Costs, and PAGA Penalties.

1.21 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.22 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.23 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the Labor and Workforce Development Agency's ("LWDA") under Labor Code section 2699, subd. (i).

1.24 "Minimum Payments" minimum payments of \$50.00 for every Class Member.

1.25 "Net Settlement Amount" means the Gross Settlement Amount, less Prior Settlement Payments, and less the following payments in the amounts approved by the Court: Class Representative Service Payment, Attorneys' Fees, Attorneys' Costs, the Settlement Administration Costs, and the LWDA PAGA Payment. The remainder is to be paid to Participating Class Members and Aggrieved Employees as Individual Class and PAGA Payments.

1.26 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 75% to the LWDA and 25% to the Aggrieved Employees for the settlement of PAGA Claims. The PAGA Penalties shall be \$8,000.00.

1.27 "PAGA Period" means from August 7, 2022, to the earlier of the date the Court preliminarily approves of the Settlement or June 26, 2025, whichever occurs first.

1 1.28 "Participating Class Member" means a Class Member who does not submit a valid and
2 timely Request for Exclusion from the Settlement.

3 1.29 "Pay Period" means any bi-weekly pay period in which an Aggrieved Employee performed
4 work for Defendant at least one day during the PAGA Period. "Preliminary Approval Order" means the
5 Order entered by the Court that preliminarily approves the terms and conditions of this Agreement.

6 1.30 "Prior Settlement Payments" means the \$204,000.00 that Defendant has already paid to 78
7 Class Members in exchange for releases.

8 1.31 "Released Claims" means the claims being released as described in Paragraph 6 below.

9 1.32 "Released Parties" means Defendant and all related companies, subsidiaries, owners,
10 shareholders, members, agents (including, without limitation, any investment bankers, accountants,
11 insurers, reinsurers, attorneys and any past, present or future officers, directors and employees)
12 predecessors, successors, and assigns.

13 1.33 "Request for Exclusion" means a Class Member's submission of a written request to be
14 excluded from the Settlement signed by the Class Member.

15 1.34 "Response Deadline" means forty-five calendar days after the Settlement Administrator
16 mails the Notice to Class Members and shall be the last date on which Class Members may: (a) mail
17 Requests for Exclusion from the Settlement, or (b) mail Objections to the Settlement. Class Members to
18 whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have
19 an additional 14 calendar days beyond the Response Deadline has expired.

20 1.35 "Settlement" means the disposition of the Action effected by this Agreement and the
21 Judgment.

22 1.36 "Settlement Administrator" means Atticus Administration, LLC, a neutral, third-party
23 administrator mutually chosen by the Parties and approved by the Court.

24 1.37 "Settlement Administration Costs" means the amount the Settlement Administrator will be
25 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in administering
26 the Settlement in accordance with this Agreement. The Settlement Administration Costs shall not exceed
27 \$7,500.00.

1.38 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

2.1 On April 10, 2023, Plaintiff Carlos Hernandez Motto commenced the Class Action Case by filing a complaint alleging the following causes of action against Defendant: (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Violations of Labor Code Section 226; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

2.2 On October 11, 2023, Plaintiff Carlos Hernandez Motto commenced the PAGA Representative Case by filing a representative complaint for violation of the Private Attorneys General Act, Cal. Labor Code Sections 2698, et seq.

2.3 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in in the Action, and denies any and all liability for the causes of action alleged.

2.4 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending a PAGA notice letter on July 14, 2023. Plaintiff’s PAGA case number is LWDA-CM-968305-23.

2.5 On March 28, 2025, the Parties participated in all-day mediation presided over by mediator Craig J. Ackermann, Esq., which led to this Agreement to settle the Action. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and Aggrieved Employee and that the Settlement is fair, reasonable, and adequate as to each Class Member and Aggrieved Employee.

2.6 Prior to mediation, Plaintiff obtained, through formal and informal discovery, a sample of time records and payroll records pertaining to Class Members, the number of workweeks during the Class Period as well as the number of Class Members, employment policies and handbook, Plaintiff’s personnel

file, and other relevant documents. Plaintiff retained an expert to analyze the records produced by Defendant. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. CERTIFICATION AND APPOINTMENT

3.1 Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

3.2 Conditional Nature of Stipulation for Certification. The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the Settlement Class only for purposes of settlement. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Class Action or in any other lawsuit. Defendant expressly reserves the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be modified or reversed on appeal or otherwise not become final.

3.3 Appointment of Class Representatives. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.

3.4 Appointment of Class Counsel. Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

4. MONETARY TERMS

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$530,000.00 and no more as the Gross Settlement Amount. The Prior Settlement

1 Payments (totaling \$204,000.00) shall be treated as a credit, so that the additional new funds needed for
2 this Settlement shall amount to \$326,000.00 (the "New Settlement Funds"). Defendant shall separately
3 pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.
4 Defendant has no obligation to pay the New Settlement Funds (or any payroll taxes) prior to the deadline
5 stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire New Settlement
6 Funds without asking or requiring Participating Class Members to submit any claim as a condition of
7 payment. None of the Gross Settlement Amount will revert to Defendant.

8 4.2 Payments from the New Settlement Funds. The Settlement Administrator will make and
9 deduct the following payments from the New Settlement Funds, in the amounts specified by the Court in
10 the Final Approval:

11 4.2.1 To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
12 \$7,500.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as
13 a Participating Class Member). Defendant will not oppose Plaintiff's request for Class Representative
14 Service Payment that does not exceed this amount. As part of the motion for final approval, Plaintiff will
15 seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the
16 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the
17 amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount.
18 The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
19 assumes full responsibility and liability for employee taxes owed on the Class Representative Service
20 Payment.

21 4.2.2 To Class Counsel: Attorneys' Fees of not more than one-fourth of the Gross
22 Settlement Amount, or \$132,500.00, and Litigation Costs of not more than \$23,500.00. Defendant will
23 not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file
24 a motion for final approval which will include a request for Class Counsel Attorneys' Fees and Costs no
25 later than 16 court days prior to the Final Approval Hearing. If the Court approves Attorneys' Fees and/or
26 Class Counsel Litigation Costs less than the amounts requested, the Settlement Administrator will allocate
27 the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
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1 arising from any claim to any portion any Attorneys' Fees and/or Attorneys' Costs. The Settlement
2 Administrator will pay the Class Counsel Attorneys' Fees and Costs using one or more IRS 1099 Forms.
3 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Attorneys'
4 Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or
5 controversy regarding any division or sharing of any of these payments.

6 4.2.3 To the Settlement Administrator: A Settlement Administration Costs not to exceed
7 \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement
8 Administration Costs are less or the Court approves payment less than \$7,500.00, the Settlement
9 Administrator will retain the remainder in the Net Settlement Amount.

10 4.2.4 To Each Participating Class Member: An Individual Class Payment calculated by
11 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
12 Class Members during the Class Period and (b) multiplying the result by each Participating Class
13 Member's Workweeks. Prior to calculating payments for the pro rata weeks worked for all Class
14 Members, however, there shall be a minimum payment of \$50.00 for every Class Member (the "Minimum
15 Payments"), or \$9,900.00 deducted from and paid from the Net Settlement Funds.

16 4.2.4.1 Tax Allocation of Individual Class Payments. The Settlement Administrator
17 will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out
18 of each person's Individual Class Payment. The Settlement Administrator will calculate the amount of the
19 Participating Class Members' and Defendant's portion of payroll withholding taxes. The Settlement
20 Administrator will submit Defendant's portion of payroll withholding tax calculation to Defendant for
21 additional funding and forward those amounts along with each person's Individual Class Payment
22 withholdings to the appropriate taxing authorities. 33 1/3% of each Participating Class Member's
23 Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage
24 Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 33 1/3% of each
25 Participating Class Member's Individual Class Payment will be allocated as penalties, and the remaining
26 33 1/3% as interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
27 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
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responsibility and liability for any taxes owed on their Individual Class Payment.

4.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$8,000.00 shall be paid from the Net Settlement Amount, with 75% (\$6,000.00) allocated to the LWDA PAGA Payment and 25% (\$2,000.00) allocated to the Individual PAGA Payments.

4.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,000.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Aggrieved Employees will receive their respective Individual PAGA Payments regardless of whether they opt out of the Settlement with respect to their class claims.

4.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4.2.5 To Class Members who received Prior Settlement Payments: Except for the Minimum Payments, and the pro rata PAGA amount owed, any Class Members who were already paid a settlement sum equal to or more than they would be entitled to recover as their pro rata amount under this settlement shall not receive any additional payments from the Net Settlement Funds, and shall recover only the Minimum Payment and their portion of the PAGA settlement.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Class Workweeks. Based on a review of its records, Defendant estimates there are approximately 15,791 workweeks in the Class Period as of the mediation date. However, some Class Members previously signed releases of all claims and were paid regarding 9,683 weeks of the Class Period. Thus, the New Settlement Funds cover approximately 6,108 workweeks during the Class Period, which is roughly 1/3 of the total workweeks at issue.

5.2 Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator, in the

1 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement
2 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this
3 Settlement and for no other purpose, and restrict access to the Class Data to the Settlement Administrator
4 employees who need access to the Class Data to effect and perform under this Agreement. Defendant has
5 a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class
6 member identifying information and to provide corrected or updated Class Data as soon as reasonably
7 feasible. Without any extension of the deadline by which Defendant must send the Class Data to the
8 Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
9 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

10 5.3 Funding of Gross Settlement Amount. Defendant shall fully fund the New Settlement
11 Funds by transmitting the funds to the Settlement Administrator no later than fourteen (14) calendar days
12 after the Effective Date.

13 5.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
14 Defendant funds the New Settlement Funds, the Administrator will mail checks for all Individual Class
15 Payments, Individual PAGA Payments, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs,
16 and the Class Representative Service Payment. Disbursement of Class Counsel Attorneys' Fees, Class
17 Counsel Litigation Costs, and the Class Representative Service Payment shall not precede disbursement
18 of Individual Class and PAGA Payments.

19 5.4.1 The Settlement Administrator will issue checks for the Individual Class and PAGA
20 Payments and send them to Participating Class Members and Aggrieved Employees via First Class U.S.
21 Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after
22 the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed
23 by the void date. The Administrator will send checks for Individual Class Payments to all Participating
24 Class Members (including those for whom Class Notice was returned undelivered). Before mailing any
25 checks, the Settlement Administrator must update the recipients' mailing addresses using the National
26 Change of Address Database.

27 5.4.2 The Settlement Administrator must conduct a Class Member Address Search for
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all other Class Members whose checks are returned undelivered without USPS forwarding address. ("Class Member Address Search" means the Settlement Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Class Members.) Within seven (7) calendar days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.4.4 The payment of Individual Class Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire New Settlement Funds and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff releases and discharges Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under 6.2 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

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

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiff's PAGA Notice ("Released PAGA Claims"). All Aggrieved Employees shall release claims arising under PAGA regardless of their decision to participate in the Settlement.

1 **7. MOTION FOR PRELIMINARY APPROVAL.**

2 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
3 Preliminary Approval") that complies with the Court's Checklist for Preliminary Approvals.

4 7.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary to obtain
5 preliminary approval of the Settlement and deliver them to Defense Counsel at least five (5) business days
6 before the motion and supporting papers are filed with the Court. Class Counsel is responsible for
7 delivering the Court's Preliminary Approval to the Settlement Administrator.

8 7.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
9 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
10 Counsel will expeditiously work together on behalf of the Parties by meeting by telephone or email, and
11 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
12 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
13 expeditiously work together on behalf of the Parties by meeting by telephone or email, and in good faith,
14 to modify the Agreement and otherwise satisfy the Court's concerns.

15 **8. SETTLEMENT ADMINISTRATION.**

16 8.1 Selection of Settlement Administrator. The Parties have jointly selected Atticus
17 Administration, LLC to serve as the Settlement Administrator and verified that, as a condition of
18 appointment, Atticus agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
19 specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and
20 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
21 Administrator other than a professional relationship arising out of prior experiences administering
22 settlements.

23 8.2 Employer Identification Number. The Settlement Administrator shall have and use its own
24 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
25 reports state and federal tax authorities.

26 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
27 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

1 8.4 Notice to Class Members.

2 8.4.1 No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the number of Class
4 Members and Workweeks in the Class Data.

5 8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
6 (14) calendar days after receiving the Class Data, the Settlement Administrator will send to all Class
7 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
8 Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit “A”**. The
9 Class Notice shall prominently estimate the dollar amounts of any Individual Class and/or PAGA Payment
10 payable to the Class and/or Aggrieved Employee, and the number of Workweeks used to calculate these
11 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the
12 National Change of Address database.

13 8.4.3 Not later than seven (7) calendar days after the Settlement Administrator’s receipt
14 of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
15 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
16 the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice
17 to the most current address obtained. The Settlement Administrator has no obligation to make further
18 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a
19 second time.

20 8.4.4 The deadlines for Class Members’ written Objections, challenges to Workweeks
21 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond
22 the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-
23 mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-
24 mailed Class Notice.

25 8.4.5 If the Settlement Administrator, Defendant or Class Counsel is contacted by or
26 otherwise discovers any persons who believe they should have been included in the Class Data and should
27 have received Class Notice, the Parties will expeditiously meet and confer by telephone or email, and in
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good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, signature, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

8.5.2 The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

1 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to
3 object to the class action components of the Settlement.

4 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
5 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
6 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the
7 Class Member in the Class Notice. The Class Member may challenge the allocation by communicating
8 with the Settlement Administrator via first class U.S. mail or the equivalent. The Settlement Administrator
9 must encourage the challenging Class Member to submit supporting documentation. In the absence of any
10 contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the
11 Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's
12 determination of each Class Member's allocation of Workweeks shall be final and not appealable or
13 otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all
14 challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Settlement
15 Administrator's determination the challenges.

16 8.7 Objections to Settlement.

17 8.7.1 Only Participating Class Members may object to the class action components of the
18 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts
19 requested for the Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and/or Class
20 Representative Service Payments.

21 8.7.2 Participating Class Members may send written objections to the Settlement
22 Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an
23 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating
24 Class Member who elects to send a written objection to the Administrator must do so not later than forty-
25 five (45) days after the Settlement Administrator's mailing of the Class Notice (plus an additional fourteen
26 (14) days for Class Members whose Class Notice was re-mailed).

27 8.7.3 Non-Participating Class Members have no right to object to any of the class action
28

components of the Settlement.

8.8 Settlement Administrator's Duties.

8.8.1 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report").

8.8.2 Final Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.3 Final Report. Within ten (10) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are approximately 198 Class Members and 15,791 total Workweeks during the Class Period. If the increase

in workweeks is more than 10% from the original estimate of 15,791 (meaning if the number of workweeks is 17,371 or more at the time of Final Approval), then unless Defendant agrees to pay an escalated amount (that shall increase by the same percentage by which that actual number of workweeks exceeds 17,371, i.e. if the number of workweeks exceeds 17,371 by 2%, the Gross Settlement Amount would increase by 2%), Plaintiff may—but is not obligated to—elect to withdraw from the settlement.

10. DEFENDANT’S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion exceeds 5% of the total Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Settlement Administrator sends the final Weekly Report to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than seven (7) calendar days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Plaintiff waives any right to object to the Settlement, and hereby endorses the Settlement as fair, reasonable and adequate and in the best interests of the Settlement Class.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted

by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, pursuant to Code of Civil Procedure section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Attorneys' Fees and Class Counsel Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of

Judgment, sharing, on a 50-50 basis, any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the New Settlement Funds remains unchanged.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Publicity. Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as Class Counsel, in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for Class Counsel Fees, Class Counsel Expenses, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree that they shall not publish any press releases or press statements regarding the Settlement, or have any communications with the press or media about the Case or the Settlement, except to respond that the case was resolved.. This

1 provision will not impede Class Counsel's ability to discharge ethical and fiduciary duties, including
2 effectuating the terms of this Settlement.

3 12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,
5 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
6 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically
7 or generally, to any person, corporation, association, government agency, or other entity except: (1) to the
8 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
9 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate
10 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena
11 issued by a state or federal government agency.

12 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and
13 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
14 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
15 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

16 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
17 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
18 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
19 or by any Party.

20 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
21 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
22 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
23 to execute any other documents reasonably required to effectuate the terms of this Agreement including
24 any amendments to this Agreement.

25 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best
26 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
27 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
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the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10 Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

12.11 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.14 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class

1 Action and have arrived at this Agreement through arms-length negotiations, taking into account all
2 relevant factors, current and potential.

3 12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
4 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
5 the drafter or participated in the drafting.

6 12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered
7 during Action and in this Agreement relating to the confidentiality of information shall survive the
8 execution of this Agreement.

9 12.17 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
10 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
11 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
12 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used
13 in any way that violates any existing contractual agreement, statute, or rule of court. At the request of
14 Defendant and not later than 90 days after the date when the Court discharges the Administrator's
15 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall
16 destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the
17 Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel
18 for the return, rather than the destructions, of Class Data.

19 12.18 Headings. The descriptive heading of any section or paragraph of this Agreement is
20 inserted for convenience of reference only and does not constitute a part of this Agreement.

21 12.19 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
22 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
23 legal holiday, such date or deadline shall be on the first business day thereafter.

24 12.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts
25 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be
26 accepted as an original. All executed counterparts and each of them will be deemed to be one and the same
27 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
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counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that— pursuant to C.C.P. § 583.330(a)— upon the signing of this Agreement the date to bring a case to trial under CCP § 583.310 is extended for the entire period of this settlement process.

Respectfully submitted,

Dated: December 15, 2025

Adam Primm
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ADAM E. PRIMM (*Pro Hac Vice*)
Benesch, Friedlander, Coplan & Aronoff LLP

Attorneys for Defendant
AMWARE FULFILLMENT, LLC

Dated: December __, 2025

ZACHARY M. CROSNER
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NIKKI TRENNER
Crosner Legal, PC

Attorneys for Plaintiff
CARLOS HERNANDEZ MOTTO

Dated: December __, 2025

Plaintiff CARLOS HERNANDEZ MOTTO

Dated: December 15, 2025

Brent Estep
Defendant AMWARE FULFILLMENT, LLC