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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KARISHA S. HAGGERTY as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

FULFILLMENT EXPRESS, INC., a California corporation, and DOES 1 through 100; inclusive

Defendant.

CASE NO.: 23STCV26928
RELATED CASE NO.:24STCV00504

[Assigned for all purposes to Honorable Timothy Patrick Dillon in Dept. 15]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: November 2, 2023
Trial Date: None Set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Karisha S. Haggerty ("Plaintiff") and defendant Fulfillment Express, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means, collectively, the pending putative class action captioned *Karisha S. Haggerty v. Fulfillment Express, Inc*., Los Angeles County Superior Court Case No. 23STCV26928, initiated on November 2, 2023 (the "Class Action"), and the pending representative action captioned *Karisha Haggerty v. Fulfillment Express, Inc*., Los Angeles County Superior Court Case No. 24STCV00504, initiated on January 8, 2024 (the "PAGA Action").

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount approved by the Court paid from the Gross Settlement Amount for the Administrator's to reasonable fees and expenses actually incurred to perform the duties expressly required by this Agreement, not to exceed the Administrator's Court-approved bid absent Defendant's prior written consent and further Court approval.

1.4. "Aggrieved Employee" means a person directly employed by Defendant, as a non-exempt, hourly-paid employee in California who worked for Defendant for at least one day during the PAGA Period. The term excludes persons employed solely by a subsidiary, affiliate, staffing agency, professional employer organization, contractor, or other third party.

1.5. "Class" or "Settlement Class" means all persons directly employed by Defendant, as non-exempt, hourly-paid employees in California who worked for at least one day during the Class Period. The Class excludes all persons employed by a subsidiary, affiliate, staffing agency, professional employer organization, contractor, or other third party.

1.6. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means, to the extent maintained in Defendant's ordinary-course records, each Class Member's (1) name; (2) last known mailing address; (3) last known telephone number; (4) last known Social Security Number or other taxpayer identification number; (5) the dates of employment as a non-exempt hourly-paid employee in California; (6) and number of Workweeks and, if applicable, number of PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's use of the National Change of Address database and, if a Class Notice is returned without a forwarding address, one reasonable skip trace using the Class Member's last known identifying information.

1.11. "Class Notice" means the Court-approved NOTICE OF CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, substantially in the form attached as Exhibit "A", together with a Spanish translation prepared by the Administrator and approved by the Parties before mailing.

1.12. "Class Period" means the period from November 2, 2019 through June 22, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. "Defendant" means named defendant Fulfillment Express, Inc.

1.17. "Defense Counsel" means Shafiel A. Karim, Esq. of Law Office of Shafiel A. Karim, P.C.

1.18. "Effective Date" means the first date on which the Judgment is final and no longer subject to appellate review: (a) if no timely objection is made, the date the Court enters Judgment; (b) if an objection is made but no appeal is timely filed, the day after the deadline to appeal expires; or (c) if an appeal or other review is sought, the day after the appellate court affirms the Judgment is affirmed in full, the remittitur issues, and the time for the review expires. Defendant has no duty to fund the Settlement before the Effective Date.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" means $175,000.00 (One Hundred Seventy-Five Thousand Dollars and Zero Cents), subject only to any increase required by the Class Size Estimates Escalator Clause in Paragraph 8 of this Agreement. The Gross Settlement Amount is Defendant's maximum payment obligation under this Agreement and includes all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Defendant will separately pay only the employer-side payroll taxes on the Wage Portions of Individual Class Payments.

1.23. "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.

1.24. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of Twenty-Five Percent (25%) of the PAGA Penalties, calculated according to the Aggrieved Employe's PAGA Pay Periods during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency.

1.27. "LWDA PAGA Payment" means the Seventy-Five Percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means each pay period in which Defendant's records show that an Aggrieved Employee worked for Defendant as a non-exempt, hourly-paid employee in California for at least one day during the PAGA Period. A pay period will not be counted more than once for any individual.

1.31. "PAGA Period" means the period from November 2, 2022 through the end of the Class Period.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means plaintiff's November 2, 2023 letter to defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees or $4,375.00 (Four Thousand Three Hundred Seventy Five Dollars and Zero Cents) and the 75% to the LWDA or $13,125.00 (Thirteen Thousand One Hundred Twenty-Five Dollars and Zero Cents) in settlement of PAGA claims.

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

1.36. "Plaintiff" means Karisha S. Haggerty the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims released under Paragraph 5.2.

1.40. "Released PAGA Claims" means the claims released under Paragraph 5.4.

1.41. "Released Claims" means "Released Class Claims" and/or "Released PAGA Claims" under Paragraphs 1.39 and 1.40, respectively.

1.42. "Released Parties" means: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future agents, benefit plans, consultants, directors, employees, insurers, joint venturers, law firms, legal representatives, managers, members, officers, partners, payroll processors, payroll providers, plan administrators, plan fiduciaries, predecessors, retirement plans, shareholders, staffing agencies, staffing providers, successors, and assigns..

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

1.44. "Response Deadline" means forty-five (45) days after the Administrator initially mails the Class Notice. It is the last day on which a Class Member may timely submit a Request for Exclusion, written objection, or challenge to Workweeks or PAGA Pay Periods. A Class Member to whom Class Notice is re-mailed after being returned undeliverable will receive an additional fifteen (15) days from the original Response Deadline.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means each distinct calendar week in which Defendant's records show that a Class Member worked for Defendant as a non-exempt, hourly-paid employee in California for at least one day during the Class Period. A calendar week will not be counted more than once for any individual.

2. RECITALS

2.1. On November 2, 2023, Plaintiff filed the Class Action alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition. Defendant denies each and every allegation contained in the Plaintiff's operative pleadings in the Class Action, including, without limitation, all allegations regarding liability, wrongdoing, injury, damages, causation, entitlement to relief, and any alleged basis for recovery. Defendant further denies that Plaintiff or any Class Member has suffered any legally cognizable injury or damages as a result of any act or omission by Defendant. Defendant denies that this action may properly be maintained as a class action and specifically denies that the requirements for class certification, including numerosity, commonality, typicality, adequacy of representation, predominance, superiority, ascertainability, or any other applicable requirement, have been satisfied. Defendant further denies that Plaintiff is entitled to any relief whatsoever, whether individual, class-wide, equitable, legal, statutory, compensatory, punitive, or otherwise, and demands strict proof of all allegations and claims.

2.2. On or about November 2, 2023, Plaintiff submitted the PAGA Notice to the LWDA and served it on Defendant, under Labor Code section 2699.3. Plaintiff alleges that the PAGA Notice exhausted the administrative notice requires to recover civil penalties for the predicate Labor Code violations that Plaintiff alleges in the PAGA Notice. Defendant disputes the PAGA Notice in its entirety. Paragraph 11.1 of this Agreement is incorporated herein by reference and applies to the PAGA Notice specifically—and Action generally—as though fully set forth herein.

2.3. On January 8, 2024, Plaintiff filed the PAGA Action under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) ("PAGA").

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

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2.5. Plaintiff and Class Counsel represent that prior to mediation Plaintiff obtained, through informal discovery: (a) time records for 50% of Class Members; (b) class data points, such as hire dates and termination dates; (c) relevant wage and hour policy documents and employee handbook; and (d) all documents pertaining to Plaintiff available to Defendant. For purposes of settlement approval, Defendant does not take a position on Plaintiff's characterization of the information exchanged prior to mediation.

2.6. Plaintiff and Class Counsel represent that 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*"). For purposes of settlement approval, Defendant does not take a position on Plaintiff's characterization of the sufficiency of Plaintiff's investigation.

2.7. On June 22, 2025, the Parties participated in an all-day mediation presided over by Katherine J. Edwards. Although the Parties did not reach a settlement that day, the Parties continued negotiations with the aid of the mediator and reached this Agreement to globally resolve Plaintiff's claims in the Class Action and PAGA Action on the terms memorialized in this Agreement, without any admission by Defendant.

2.8. As part of this Agreement, the Parties further agree to stipulate to the consolidation of the PAGA Action within the Class Action, with the Class Action as the lead action (hereinafter, the "Action")

2.9. The Court has not granted class certification.

2.10. 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. MONETARY TERMS

3.1. Gross Settlement Amount. Subject only to the Class Size Estimates and Escalator Clause in Paragraph 8 of this Agreement, Defendant will pay $175,000.00 as the Gross Settlement Amount, and will separately pay the employer-side payroll taxes on the Wage Portions of the Individual Class Payments. Defendant has no obligation to fund the Gross

Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Settlement is non-reversionary after funding and no claim form is required.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than $7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's timely and properly supported request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and will indemnify and hold harmless Defendant and the other Released Parties, and Defense Counsel, from claims, taxes, interest, penalties, costs, and reasonable attorney's fees arising from the tax treatment or non withholding of taxes form the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $61,250.00 and a Class Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for these payments provided that it does not exceed these amounts, but reserves the right to respond to any unsupported, inaccurate, duplicative, or otherwise improper requests. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,

the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) will be part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $4,500.00, consistent with the Administrator's Court-approved bid. Any savings or unapproved amount will remain in the Net Settlement Amount. The Administrator may not incur or charge material additional expenses without Defendant's prior written consent and Court approval.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks credited to all Participating Class Members and (b) multiplying the result by the Participating Class Member's credited Workweeks. No claim form is required.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%)

of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Seventeen Thousand Five Hundred Dollars and Zero Cents ($17,500.00) to be paid from the Gross Settlement Amount, with 75% or $13,125.00 allocated to the LWDA PAGA Payment and 25% or $4,375.00 allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $4,375.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than $17,500, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimate there are 32 Class Members who collectively

worked a total of 3,963 Workweeks, and 16 Aggrieved Employees who worked a total of 1,857 PAGA Pay Periods.

4.2. Class Data. Within ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant will provide the Administrator one Microsoft Excel file containing the Class Data reasonably available in Defendant's ordinary-course records and provide Class Counsel with a declaration from Defendant, or Defendant's data analyst, attesting to the number of Workweeks attributed to each Class Member, the number of PAGA Pay Periods attributed to each Aggrieved Employee, and the method by which the number of Workweeks for each Class Members and PAGA Periods for each Aggrieved Employee were derived. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to (1) notify Class Counsel if it discovers that the Class Data materially omitted class members identifying information and to (2) provide corrected or updated Class Data as soon as reasonably feasible. In such event, upon a good-faith showing of good cause by Defendant, the deadline for Defendant to provide the Class Data to the Administrator may be extended. Defendant shall promptly provide any corrected or updated Class Data to the Administrator, the Parties, and their counsel as necessary to reconstruct, supplement, or otherwise remedy any deficiencies caused by missing, incomplete, or omitted material Class Data.

4.3. Funding of Gross Settlement Amount. Defendant will remit the Gross Settlement Amount, and the employer-side payroll taxes to the Administrator no later than thirty (30) days after the Effective Date. No interest, penalty, security, acceleration, or additional amount will accrue before that deadline.

4.4. Payments from the Gross Settlement Amount. Within seven (7) days after cleared funds are available, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and

the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will mail checks by First Class U.S. Mail, postage prepaid. Checks will be negotiable for at least 180 days. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and/or Individual PAGA Payments, as applicable, to all Participating Class Members. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator will update each recipient's mailing address using the National Change of Address database.

4.4.2. If a check is returned without a forwarding address, the Administrator will conduct one Class Member Address and one re-mailing. No further search or re-mailing is required. Before the void date, the Administrator will issue and mail one replacement check upon a recipient's reasonable written request and confirmation original check was not negotiated.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work, for use in Los Angeles County.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments will 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.

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5. RELEASE OF CLAIMS

The releases in this Agreement become effective only after the Effective Date and Defendant's fully funding of the Gross Settlement Amount and employer-side payroll taxes required by this Agreement. Upon funding of the Gross Settlement Amount, the Judgment will constitute a full, final, permanent, and irrevocable bar to, and will forever enjoin, all Participating Class Members and each of their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, agents, and any other persons or entities claiming through or on their behalf, and all other persons and entities bound by the releases in this Agreement, from commencing, maintaining, prosecuting, asserting, settling, participating in, intervening in, contributing to, assisting with, or receiving any recovery, compensation, remuneration, or other benefit from, directly or indirectly, any action, claim, cause of action, suit, arbitration, proceeding, investigation, or demand arising out of, based upon, relating to, or involving the corresponding Released Claims against any Released Party, whether acting individually, representatively, derivatively, on behalf of others, or in any other capacity.

5.1. Plaintiff's Release. In consideration of the Settlement and the separate consideration available to Plaintiff under it, Plaintiff, on behalf of herself and her respective past, present, and future heirs, executors, administrators, representatives, agents, attorneys, insurers, spouses, successors, assigns, and any person or entity claiming by, through, or under her, knowingly, voluntarily, irrevocably, and unconditionally releases, acquits, and forever discharges the Released Parties, to the fullest extent permitted by law, from any and all claims, demands, rights, obligations, debts, liabilities, accounts, covenants, contracts, agreements, promises, damages, losses, costs, expenses, penalties, liquidated damages, interest, attorneys' fees, restitution, equitable relief, actions, causes of action, suits, controversies, and liabilities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, asserted or unasserted, accrued or unaccrued, vested or contingent, fixed or conditional, direct or indirect, individual, representative, derivative, or otherwise, that Plaintiff ever had, now has, or may claim to have against any Released Party, based upon, arising out of, relating to, or connected in any way with any act, omission, event, transaction, occurrence,

policy, practice, conduct, decision, or employment relationship existing or occurring from the beginning of time through the date Plaintiff executes this Agreement.

5.2. The sole exception to Plaintiff's Release is Plaintiff's right to pursue and resolve the specific causes of action expressly asserted by Plaintiff in the operative complaint filed in *Karisha Haggerty v. Fulfillment Express, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV28671 (the "FEHA Action"), including following any stay, dismissal without prejudice, reinstatement, amendment authorized by the court, settlement, judgment, appeal, or other proceeding necessary to prosecute or resolve the FEHA Action. This exception is intended solely to preserve the FEHA Action and shall be construed narrowly. Except for the specific causes of action expressly asserted in the operative complaint in the FEHA Action, Plaintiff releases any and all claims, causes of action, theories of liability, remedies, damages, penalties, restitution, interest, attorneys' fees, costs, and other forms of relief arising out of, relating to, or based upon Plaintiff's employment with Defendant or separation from employment, whether or not arising from the same facts, transactions, occurrences, events, or circumstances alleged in the FEHA Action. Plaintiff shall not use the FEHA Action or this carveout to assert, revive, add, amend, pursue, recover upon, or obtain relief based on any claim or cause of action released under this Agreement.

5.3. To the fullest extent permitted by law, any claim, cause of action, theory of liability, or request for relief not expressly preserved by this paragraph shall be deemed fully and irrevocably released, even if it arises from the same nucleus of operative facts as the FEHA Action. Plaintiff represents and warrants that she has not sold, assigned, transferred, conveyed, hypothecated, or otherwise disposed of any claim released herein, and agrees to indemnify and hold harmless the Released Parties from any claim asserted by any person or entity based upon any purported assignment or transfer of a released claim. Plaintiff further represents and warrants that she has received all wages, compensation, benefits, and other amounts she contends are undisputedly owed to her, apart from the consideration and disputed claims resolved by this Agreement.

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5.4. Plaintiff acknowledges and agrees that she may hereafter discover facts, evidence, or legal theories different from or in addition to those that she now knows or believes to exist, but expressly agrees that this Release shall remain effective in all respects notwithstanding such different or additional facts, evidence, circumstances, or legal theories, and intends fully, finally, and forever to settle and release all matters released herein. Plaintiff expressly assumes the risk of any mistake of fact or law and agrees that this Release shall not be subject to rescission, avoidance, or challenge on the basis of any such mistake. Without limiting the foregoing, Plaintiff expressly releases all claims alleged in, arising out of, or that could have been alleged in the Action and/or PAGA Notice, as well as all claims arising out of or relating in any way to Plaintiff's recruitment, hiring, employment, compensation, job duties, classification, scheduling, wages, hours worked, meal periods, rest periods, reimbursements, leaves of absence, benefits, discipline, performance, promotion, demotion, transfer, accommodation, separation from employment, and any other term, condition, or circumstance of employment with Defendant. This release includes, without limitation, all wage-and-hour claims, contract claims, tort claims, statutory claims, common-law claims, equitable claims, penalties, and claims for attorneys' fees, costs, interest, and all other forms of legal or equitable relief, whether arising under federal, state, local, or common law.

5.4.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions all rights, and benefits under section 1542 of the California Civil Code, which states:

> 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.

5.5. Release by Participating Class Members: After the Effective Date has occurred and Defendant timely funds the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective past, present, and future heirs, executors, administrators, representatives, agents, attorneys, insurers, successors, assigns, and any persons

or entities claiming by, through, or under them, fully, finally, irrevocably, and forever release, acquit, and discharge the Released Parties from any and all claims that were asserted or that reasonably could have been asserted based on the facts alleged in the operative complaints in the Action for the duration of the Class Period. Notwithstanding the foregoing, Released Claims do not include claims that are wholly unrelated to the factual allegations underlying the Action, including claims for vested benefits, wrongful termination, discrimination, harassment, retaliation, violations of the Fair Employment and Housing Act, unemployment insurance benefits, disability benefits, social security benefits, workers' compensation benefits, claims based exclusively on facts occurring outside the Class Period, claims unrelated to the factual predicate of the Action, or claims that cannot be lawfully released.

5.6. Release by Aggrieved Employees: After the Effective Date has occurred and Defendant timely funds the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and their respective past, present, and future heirs, executors, administrators, representatives, agents, attorneys, successors, assigns, and any persons or entities claiming by, through, or under them, are deemed to fully, finally, irrevocably, and forever release, acquit, and discharge the Released Parties from any and all representative claims for civil penalties under PAGA for the duration of the PAGA Period. Without limiting the foregoing, the Released PAGA Claims include all representative claims for civil penalties that were asserted in the Action or that reasonably could have been asserted based on the facts alleged in the operative complaints and PAGA notices in the Action. Notwithstanding the foregoing, nothing herein releases claims that cannot lawfully be released under PAGA or applicable law.

6. MOTION FOR PRELIMINARY APPROVAL

Class Counsel shall be solely responsible for the preparation, filing, service, prosecution, and support of all motions, applications, declarations, briefs, exhibits, notices, proposed orders, and any other papers or materials required to obtain preliminary approval, final approval, entry of judgment, approval of any enhancement award, approval of attorneys' fees and costs, approval of settlement administration expenses, and any other relief sought in connection with the Settlement. Class Counsel shall ensure that all such submissions are timely, complete, accurate,

adequately supported by competent evidence, and compliant with all applicable statutes, rules, court orders, and procedural requirements.

Class Counsel will provide Defense Counsel with complete drafts of all motions, applications, memoranda, declarations, exhibits, notices, proposed orders, and other papers relating to Settlement approval at least five (5) business days before the applicable filing deadline. Defendant agrees that it will not oppose any motion or application submitted by Plaintiff seeking implementation or approval of the Settlement, provided that the motion or application is consistent with the Settlement, supported by appropriate evidence, seeks only relief contemplated by this Agreement, and otherwise complies with applicable law and court requirements.

6.1 Defendant' Declaration in Support of Preliminary Approval. Upon Class Counsel's reasonable request and at least ten (10) business days before the intended filing, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. Defendant or Defense counsel need not disclose privileged communications, work product, or immaterial prior professional contacts.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming

willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative complaint in the PAGA Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. Class Counsel is responsible for the legal and evidentiary showing supporting approval, requested fees and costs, any service payment, and the PAGA allocation.

6.3 Responsibilities of Counsel. Class Counsel shall be solely responsible for obtaining all hearing dates; preparing, serving, and filing all motions, applications, declarations, briefs, exhibits, notices, proposed orders, and other papers required in connection with preliminary approval, final approval, entry of judgment, or implementation of the Settlement; appearing at all hearings; advocating for approval of the Settlement; responding to the Court's inquiries, orders, or requests; and timely complying with all Court-imposed deadlines and requirements. Class Counsel shall promptly provide copies of all filed papers, Court orders, and hearing-related communications to Defense Counsel and the Administrator and shall promptly provide the Administrator and Defense Counsel with any order granting preliminary approval, final approval, or entry of judgment. Consistent with this Agreement, Class Counsel shall provide Defense Counsel with complete drafts of all approval-related filings no fewer than three (3) business days before the applicable filing deadline.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of

the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators, subject to Court appointment, and Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their respective counsel represent, after reasonable inquiry, that they have no interest or relationship, undisclosed financial in the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

7.4.1. Within five (5) business days after receiving the Class Data, the Administrator shall confirm receipt and report the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods reflected in the file to Class Counsel and Defense Counsel.

7.4.2. Within fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice with Spanish translation by First Class U.S. Mail to each identified Class Member. (Exhibit "A" is a true and correct exemplar of the Class Notice.) The Class Notice shall prominently estimate the Individual Class Payment and/or estimate the Individual PAGA Payment payable to the Class Member, and the number of credited Workweeks and/or credited PAGA Pay Periods. Before mailing, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If a person claims they were omitted from the Class Data, the Administrator will promptly provide that person's claim and supporting documents to Class Counsel and Defense Counsel. Defendant's ordinary-course records will control absent reliable contrary evidence. The Parties will expeditiously meet and confer, and in good faith. in an effort to agree on whether to include them as Class Members. Defendant may invoke its termination rights if an ordered change materially expands the Settlement. 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 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members seeking exclusion must mail, fax, or email the Administrator a signed written Request for Exclusion postmarked, emailed, or faxed by the Response Deadline that reasonably identifies the Class Member and clearly requests exclusion from the Settlement. 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, address and email address or telephone number. A person may not request exclusion for another Class Member without express written authorization and/or other proof of authority acceptable to the Administrator and Class Counsel and Defense Counsel.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's clear desire to be excluded in accordance with Paragraph 7.5.1 of this Agreement. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity, authority, and/or documentation. If authenticity, authority, timeliness, or validity is disputed, the Parties may submit the issue to the Court

7.5.3. A Class Member who does not submit a timely and valid Request for Exclusion is a Participating Class Member, will receive the applicable Settlement benefits and will be bound by the Released Class Claims under Paragraphs 5.2 and 5.3 of this Agreement, irrespective of whether the Participating Class Member actually received or read the Class Notice or objected to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member, will not receive an Individual Class Payment, and may not object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraphs 5.3 and 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. A Class Member may submit a written challenge by mail, fax, or email to the Administrator, with supporting documents, by the Response Deadline. Defendant's ordinary-course records are presumed accurate unless the Class Member supplies reliable contrary evidence. The Administrator will consult Class Counsel and Defense Counsel and issue a written determination

consistent with this Agreement. A disputed material issue may be presented to the Court, and Defendant retains its right to terminate this Agreement if an ordered change materially expands the Settlement.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail, fax, or email. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

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7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator will, 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"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. No other recurring report is required unless the Court orders it.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator will decide challenges under Paragraph 7.6 of this Agreement based on Defendant's records and reliable supporting evidence, after consultation with Class Counsel and Defense Counsel. The Administrator may not alter the definitions of any defined term in this Agreement.

7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a 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.

7.8.6. Final Report by Administrator. Within thirty (30) days after the Administrator disburses all funds in the Gross Settlement Amount, the 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 seven (7) days before any deadline set by the Court, the 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 Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on Defendant presently available records and the definitions in this Agreement, Defendant estimates that there are 32 Class Members and 3,963 Workweeks during the Class Period and 16 Aggrieved Employees PAGA Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendant estimates that there are no more than 3,963 Workweeks worked during the Class Period. If the actual number of Workweeks worked during the Class Period exceeds the estimate by more than ten percent (10%) (i.e., exceeds 4,359 Workweeks), then Defendants, in their sole discretion, shall either: (a) increase the Gross Settlement Amount on a pro rata basis to account for the additional Workweeks in excess of the 10% threshold such that the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 4,359 Workweeks multiplied by the Workweek Value; (b) shorten the Class Period so that the total number of Workweeks included in the settlement does not exceed 4,359; or (c) may terminate the Settlement and this Agreement pursuant to Paragraph 8.2 of this Agreement. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($175,000.00) by 3,963, which amounts to a Workweek Value of approximately $44.16. Thus, for example, should there be 4,500 Workweeks in the Class Period,

then the Gross Settlement Amount shall be increased by $6,226.56 (4,500 Workweeks – 4,359 Workweeks) x $44.16 per Workweek.

8.2. Defendant's Right to Withdraw. Defendant may withdraw from and terminate the Settlement by written notice to Class Counsel within fourteen (14) days after receiving the final Exclusion List if valid Requests for Exclusion include either: (a) ten percent (10%) or more of the Class Members; or (b) Class Members credited with ten percent (10%) or more of the total Workweeks. Defendant may waive this right only in a signed writing. If Defendant timely withdraws, the Agreement and approval orders are void, Defendant owes no settlement payment, and the Parties return to their pre-Settlement positions, subject to the continuing confidentiality and inadmissibility provisions. However, Defendants shall be responsible for pay all expenses of the Settlement Administrator incurred up to the date of withdrawal.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. 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 Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. Notwithstanding the provisions of Paragraph 8.1 of this Agreement, Defendant is not required to accept any increase in the Gross Settlement Amount, expansion of the number of Workweeks in the Class Period or PAGA Period, acceleration of funding, added administrative expenses, or any other material modification of the economic, legal, administrative, procedural, or substantive terms of this Agreement, including any change that increases Defendant's actual or potential costs, liabilities, duties, risks, or obligations. In any such instance, Defendant may terminate the Settlement and this Agreement pursuant to Paragraph 8.2 of this Agreement.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction under Code of Civil Procedure section 664.6 solely to enforce the express terms this Agreement and Judgment, (ii) resolve administration matters, and (iii) addressing such post-Judgment matters as required by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. Provided the Judgment is consistent with the terms and conditions of this Agreement,

specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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. Unless otherwise agreed to in writing by the Parties, Defendant has no obligation to fund or share in any additional expenses, and/or accept any Court revised term.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, Class Counsel will prepare and provide Defense Counsel a proposed amended judgment for review at least seven (7) days before filing. No amended judgment may alter Defendant's substantive rights or obligations without Defendant's duly authorized express written consent.

11. ADDITIONAL PROVISIONS

11.1. 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 in the Class Action and/or PAGA Action have merit or that Defendant have 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. Defendant expressly denies any and all liability, wrongdoing, fault, violations of law, entitlement to damages, penalties, restitution, injunctive relief, attorneys' fees, costs, interest, or any other form of relief arising from or relating to the allegations asserted or that could have been asserted in the Action and the PAGA Notice. Defendant further denies each and every allegation underlying the Action and the PAGA Notice and does not admit the truth,

validity, adequacy, timeliness, sufficiency, scope, legal effect, exhaustion, preservation, viability, or merits of any claim, cause of action, factual allegation, legal theory, or representative allegation asserted therein. Defendant specifically denies that this Class Action satisfies, or could satisfy, any requirement for class, collective, representative, or PAGA treatment, including but not limited to numerosity, commonality, typicality, adequacy, predominance, superiority, ascertainability, manageability, standing, representative capacity, or any statutory prerequisite for maintaining, certifying, prosecuting, settling, or resolving class, collective, representative, or PAGA claims. Nothing in this Agreement, the settlement, the Court's approval of the settlement, or any related proceeding shall constitute or be construed as an admission, concession, stipulation, finding, determination, waiver, or evidence that any claim, defense, allegation, class certification requirement, representative-action requirement, or PAGA prerequisite has merit or is legally or factually supportable. Defendant expressly reserves and preserves all rights, defenses, objections, arguments, and positions with respect to the Action and the PAGA Notice, and any related or similar claims in any other proceeding to the fullest extent permitted by law. 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 reserve the right to contest certification of any class for any reasons, and Defendant reserve 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).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,

or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all prior or contemporaneous oral or written statements, representations, warranties, covenants, or inducements made to or by any Party. This paragraph does not merge or modify any separately executed agreement resolving the FEHA Action.

11.5. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and they have had the opportunity to consult with counsel prior to its execution. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

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

11.7. Cooperation. The Parties and their counsel will reasonably cooperate with each other to the extent ethically permissible under the California Rules of Professional Conduct, and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by 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. However, cooperation does not require Defendant—or Defense Counsel—to waive privilege or work product or make an admission to the Action, Settlement and/or this Agreement, or incur any expense beyond this Agreement's express obligations.

11.8. 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. A breaching Party will indemnify the non-breaching Party from a claim based on a prohibited assignment.

11.9. 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.

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

Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed.

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

11.12. 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.

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

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

11.15. Use, Return, and Deletion of Class Data. Class Counsel and the Administrator may use the Class Data only to evaluate, seek approval of, and administer this Settlement. They may not use it to solicit clients, investigate or prosecute another matter, or disclose it except as required for administration or by Court order. Within thirty (30) days after the Administrator's final report becomes final, Class Counsel and the Administrator will return and/or delete all Class Data and copies except for filed public records and one archival copy retained by counsel subject to continuing confidentiality, and will certify compliance upon Defendant's written request.

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

11.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Class Action, PAGA Action, and FEHA Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Karisha S. Haggerty 10/19/2026
Plaintiff, Karisha S. Haggerty

Defendant Fulfilment Express, Inc.
Dieter Ammann
Chief Executive Officer

AGREED AS TO FORM ONLY:

David D. Bibiyan 10/19/2026
David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Shafiel A. Karim
Counsel for Defendant