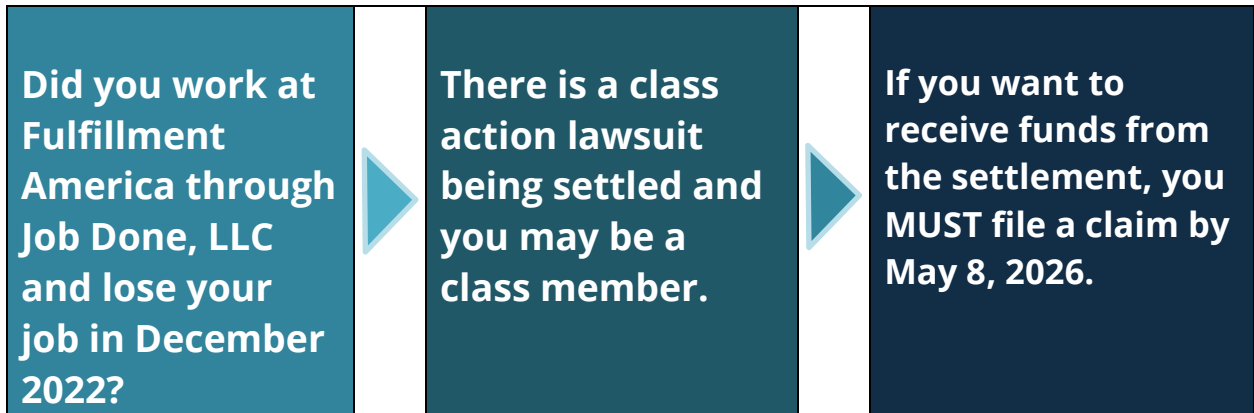


NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

AURA SALAZAR, et al. v. FULFILLMENT AMERICA, INC., et al., U.S. District Court, District of Massachusetts Case No. 23-11625

AVISO IMPORTANTE A MIEMBROS POTENCIALES DEL COLLECTIVO – Para español, haga clic [aquí](#).

PLEASE READ THIS NOTICE CAREFULLY BECAUSE YOU MAY BE ENTITLED TO GET MONEY FROM THIS SETTLEMENT AND YOUR RIGHTS ARE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION
You may also visit www.FulfillmentAmericaCase.com for more information.



This is not a solicitation from a lawyer. The United States District Court for the District of Massachusetts authorized this Notice.

TO: [FIRST_NAME LAST_NAME]	
<ul style="list-style-type: none">You have received this notice because you were identified as eligible to participate in a proposed class action settlement for individuals who worked any hours at Fulfillment America, Inc. through Job Done, LLC in Billerica, Massachusetts in December 2022. As a result of that proposed settlement, you may receive money and your legal rights will be affected.Information about the settlement is below. You must file a claim to receive funds from this settlement by May 8, 2026.	
CLICK HERE TO FILE CLAIM	

PART 1: WHY DID I RECEIVE THIS NOTICE?

You have received this notice because you have been identified as eligible to participate in a proposed class action settlement involving individuals who worked any hours at Fulfillment America, Inc. through Job Done, LLC in Billerica, Massachusetts in December 2022. As a result of that proposed settlement, you may receive money and your legal rights will be affected.

The plaintiffs who started this lawsuit are Aura Salazar and Damaris Ventura. They worked at Fulfillment America until on or about December 30, 2022. They claimed that Fulfillment America and/or two of its owners violated the Worker Adjustment and Retraining Notification Act of 1988 (“WARN Act”) by failing to provide them and other workers proper notice before being laid off and violated Massachusetts General Laws ch. 149, § 148 (the “Wage Act”) by failing to pay wages to persons on the date of being laid off. Defendants Fulfillment America, John Barry Jr., and John Barry Sr. deny that they violated the law. Because the parties wish to avoid the further burden, expense, and risk inherent in continued litigation, they have reached a proposed settlement.

The proposed settlement is subject to approval by the United States District Court for Massachusetts. On February 2, 2026, the Court preliminarily approved the settlement and authorized the attorneys for the Plaintiffs to send you this notice. The Court has now scheduled a final approval hearing for June 18, 2026, at 10:00 a.m. That hearing will take place at the United States District Court for the District of Massachusetts, in Courtroom 13 (5th Floor), before the Honorable Leo T. Sorokin. The courthouse is located at One Courthouse Way in Boston, Massachusetts 02210. At that hearing, the Court will consider whether or not to grant final approval of this settlement.

PART 2: WHO IS ELIGIBLE TO PARTICIPATE?

All workers hired through Job Done who performed any hours of work at Fulfillment America during the month of December 2022. According to records produced in the action, you were hired through Job Done and worked at Fulfillment America during that time period. If that is true, then you are eligible to participate in this settlement.

PART 3: WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The total amount of the settlement is \$350,000. Up to \$175,000 of this amount is proposed to be paid to the Plaintiffs’ counsel as attorneys’ fees. An additional amount of up to \$20,000 will reimburse Plaintiffs’ counsel for litigation expenses that they

advanced in this case and the costs of administering the settlement. An enhancement award of \$5,000 to each Named Plaintiff is proposed in order to compensate them for the risk and time commitment of pursuing this lawsuit on behalf of the class. An enhancement award of \$2,000 to class member Lucia Guardado is proposed to compensate her for her own time commitment in providing extensive assistance to litigate this action. A reserve fund of \$1,000 will be set aside to resolve disputes and reasonable late claims.

The remainder of the settlement fund (approximately \$142,000) will be distributed to the settlement class. Class members' shares of the settlement will be calculated based on the hours they worked during the relevant period relative to other class members, their pay rates, and the amounts of their final paychecks. Class members who submit timely and valid claim forms will receive money from the settlement in two payments, one in approximately July 2026 and the second in approximately October 2026.

PART 4: WHAT ARE MY OPTIONS?

You have four options:

- (1) you can participate in the settlement and receive your share of the settlement fund by completing and filing a claim form with Plaintiffs' counsel (see Part 5);
- (2) you can request exclusion from the settlement (see Part 6);
- (3) you can object to the settlement (see Part 7); or
- (4) you can do nothing.

Each option is explained below.

Please note that the deadline to participate in the settlement, request exclusion from the settlement, and to object to the settlement is May 8, 2026.

PART 5: HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you wish to receive your share of the settlement funds, **you must file a claim form with Plaintiffs' counsel by May 8, 2026**. A claim form is attached and also available on the settlement website: www.FulfillmentAmericaCase.com. You may also click this link if you have received this notice electronically:

[CLICK HERE TO FILE CLAIM](#)

If you are eligible for a settlement amount and file a claim, two checks for your individual settlement amount, calculated based on your hours worked at Fulfillment America during the relevant period, will be sent to you at the address you list on the claim form (one check in approximately July 2026, and one check in approximately October 2026). If you wish to update your mailing address at any time, please notify Plaintiffs' counsel at the contact information in Part 12, below.

Even if you do not submit a claim, you will be bound by the terms of the proposed settlement, and your claims against Defendants Fulfillment America, Barry Jr., and Barry Sr., as well as any claims against Job Done, LLC will still be released if you do not request exclusion. Please note that, since the settlement payment you receive may be taxable, you should contact a tax advisor with any questions regarding that matter.

PART 6: HOW DO I REQUEST EXCLUSION? AND WHAT HAPPENS IF I REQUEST EXCLUSION?

Federal law allows you to exclude yourself from this settlement if you do not want to be bound by it. If you choose to request exclusion, you will not be bound by the terms of this settlement, you will not be represented by the Plaintiffs' counsel, and you will not receive any payment from the settlement fund. In order to request exclusion from the settlement, you must send something in writing to Plaintiffs' counsel at the address above (by mail, fax, or email) postmarked by no later than May 8, 2026. Plaintiffs' counsel will provide a copy of your exclusion statement to the Court. Your exclusion statement must include the following information:

- (1) your full name, address, email address, and telephone number;
- (2) the approximate dates of your relationship with Fulfillment America and/or Job Done;
- (3) a statement that you are requesting exclusion from the settlement in this lawsuit, *Salazar, et al. v. Fulfillment America, Inc., et al.*, and that you understand that you will not receive any money from this settlement as result of requesting exclusion; and
- (4) your signature. For any exclusion request to be valid, it must be **postmarked** no later than May 8, 2026. You may not object to the settlement if you exclude yourself.

Any member of the class who previously requested exclusion after receiving the Notice of Class Action Litigation at an earlier stage in this case will be deemed to have submitted an Exclusion Statement.

PART 7: HOW DO I OBJECT? AND WHAT HAPPENS IF I OBJECT?

You are free to object to the settlement. In order to object to the settlement, you must submit something in writing to Plaintiffs' counsel at the address above (by mail, fax, or email) postmarked by no later than May 8, 2026. Plaintiffs' counsel will provide a copy of your written objection to Defendants and to the Court. Any such written objection must include:

- (1) your full name, address, email address, and telephone number;
- (2) the approximate dates of your relationship with Fulfillment America and/or Job Done;
- (3) a written statement of all grounds for the objection;
- (4) copies of any papers, briefs, or other documents upon which the objection is based (if applicable);
- (5) a statement of whether you intend to appear at the Fairness Hearing;
and
- (6) your signature, even if represented by counsel.

If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. **Note that you may not object if you exclude yourself from the settlement.** And, if you would like to receive a payment if your objection is overruled, you must submit a claim form in addition to your objection..

PART 8: WHAT IF I DO NOTHING?

If the settlement is approved by the Court and you do not request exclusion from the settlement, you will be bound by the settlement. Specifically, you will be releasing all claims that have been or could have been raised in this case against Defendants Fulfillment America, Barry Sr., and Barry Jr. as well as against third party Job Done, LLC relating to the termination that occurred on or around December 30, 2022.

PART 9: WHAT CLAIMS WILL I GIVE UP IF I DO NOT REQUEST EXCLUSION FROM THE SETTLEMENT?

Unless you request exclusion from the settlement, you will be releasing all claims described in the release contained in the settlement agreement, which is available on www.FulfillmentAmericaCase.com. It provides that each Class Member: “on his or her behalf, and on behalf of each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge through the date of approval any and all claims and remedies asserted or that could have been asserted in the Action” against all Defendants and Job Done, LLC and “their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related entities, and subsidiaries” relating to the layoff of workers on or about December 30, 2022.

PART 10: DO I NEED TO ATTEND THE FINAL APPROVAL HEARING?

No. You are welcome to attend the Court hearing on June 18, 2026, but you are not required to do so.

PART 11: HOW WILL THE PLAINTIFFS’ LAWYERS GET PAID?

Up to \$175,000 of the settlement amount will be used to pay the plaintiffs’ lawyers’ fees, as well as an additional amount (up to \$20,000) to reimburse them for the costs they incurred bringing and prosecuting the lawsuit and administering the settlement, subject to approval by the Court. *See* Part 3 for more information. Plaintiffs’ lawyers will file a motion for attorneys’ fees and costs by April 20, 2026. A copy of the motion will be posted on the settlement website. If you would like to receive a copy of that motion, please contact plaintiffs’ lawyers through the contact information in the next section after that date.

PART 12: WHO WILL ANSWER MY QUESTIONS ABOUT THE SETTLEMENT?

If you have any questions or would like to request a copy of the Settlement Agreement or any other documents or would like to update your contact information, please contact Plaintiffs’ counsel:

Hillary Schwab, Esq.
Osvaldo Vazquez, Esq.

Keally Cieslik, Esq.
Thomas L. Smith, Esq.

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Email: class.admin@fairworklaw.com

***Do not contact the Court directly about this matter.
The Court cannot provide you with legal advice or any opinion
regarding the case or the proposed settlement.***