

EXHIBIT A

Nonetheless, solely for the purpose of settling this Litigation, and without admitting any wrongdoing or liability, Defendants agreed to settle the Litigation on the terms and conditions described in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation;

WHEREAS, the purpose of this Agreement is to settle all claims asserted in the Litigation by Named Plaintiffs and the Class against Defendants in order to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, the Named Plaintiffs through Class Counsel analyzed and evaluated the merits of the claims made against Defendants and the impact of this Agreement on the Named Plaintiffs and Class Members and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable, are satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Named Plaintiffs and the Class;

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement, as well as the good and valuable consideration provided for, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions:

2. DEFINITIONS

This Agreement utilizes the following defined terms:

- 2.1 **“Action” or “Litigation.”** The Action or Litigation shall mean the case captioned as *Aura Salazar, et al. v. Fulfillment America, Inc.*, et al., filed in the United States District Court for District of Massachusetts on July 10, 2023, case number 1:23-cv-11625-LTS.
- 2.2 **“Agreement.”** Agreement means this Settlement Agreement and Release.
- 2.3 **“CAFA Notice.”** “CAFA Notice” shall mean the notice of this Settlement required to be served by Defendants with the appropriate federal and state agencies as required by 28 U.S.C. § 1715(b).
- 2.4 **“Claimant.”** “Claimant” shall mean those Class Members who submit a claim as defined in Section 3.8 of this Agreement.
- 2.5 **“Class” or “Class Member(s).”** Class or Class Members shall be defined as: all workers hired through Job Done LLC who performed any hours of work at Fulfillment during the month of December 2022, were allegedly laid off by Fulfillment America between December 31, 2022, and January 8, 2023, and who allegedly suffered a loss of employment and/or did not receive full wages owed at termination as certified by the Court on October 16, 2024 and clarified on September 4, 2025 who have not requested exclusion from the settlement.

- 2.6 “Class Counsel” or “Plaintiffs’ Counsel.”** Class Counsel or Plaintiffs’ Counsel shall mean Hillary Schwab, Esq. and Osvaldo Vazquez, Esq., Fair Work P.C., 192 South Street, Suite 450, Boston, Massachusetts 02111, and Thomas Smith, Esq. and Keally Cieslik, Esq., Justice at Work, 33 Harrison Ave., Suite 501, Boston, Massachusetts 02111.
- 2.7 “Class Member List.”** The Class Member List shall mean a listing of the Class Members by name and contact information as compiled by Class Counsel from materials produced in the Litigation.
- 2.8 “Court.”** The Court shall mean the United States District Court for the District of Massachusetts, and specifically the Honorable Leo T. Sorokin.
- 2.9 “Days.”** Days shall mean calendar days.
- 2.10 “Defendants.”** The Defendants, for the purposes of the settlement, are those named in the caption of the Complaint, specifically Fulfillment America, Inc., John Barry Sr., and John Barry Jr.
- 2.11 “Defense Counsel.”** Defense Counsel are John Donovan and Matthew Rush, Sloane and Walsh, LLP, One Boston Place, 201 Washington St., Ste. 1600, Boston, MA 02108.
- 2.12 “Exclusion Statement.”** An Exclusion Statement is a written signed statement that a Class Member has decided to exclude themselves (or “opt out”) and not be included in the Class. Any Class Member who does not submit an Exclusion Statement waives and releases all WARN and Wage Claims. A Class Member who submits an Exclusion Statement, as defined in Section 3.8 of this Agreement, will not participate in the settlement described in this Agreement or release claims covered by this Agreement. A Class Member who previously opted out of the Litigation after receiving Notice following class certification will be deemed to have submitted an Exclusion Statement.
- 2.13 “Fairness Hearing.”** The Fairness Hearing shall mean the hearing before the Court relating to final approval of this Agreement and entry of the Final Approval Order.
- 2.14 “Final Effective Date.”** The Final Effective Date shall be seven (7) days after the Court has entered a Final Approval Order approving this Settlement, and the time to appeal from the Final Approval Order has expired and no notice of appeal has been filed or, if a notice of appeal is filed, the latest of the following, if applicable, has occurred: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical to the form of the Final Approval Order entered by the Court.

- 2.15 “Final Approval Order.”** The Final Approval Order shall mean the order entered by the Court after the Fairness Hearing approving the terms and conditions of this Agreement, distribution of the settlement payments from the Settlement Fund, approval of professional fees and costs, and dismissal of this action.
- 2.16 “Named Plaintiffs.”** The Named Plaintiffs shall mean Aura Salazar and Damaris Ventura.
- 2.17 “Notice” or “Notices.”** Notice or Notices shall mean the Court–approved Notice of Proposed Settlement including notice of an opportunity to opt out of and/or object to the proposed settlement.
- 2.18 “Objector.”** An Objector shall mean any Class Member who properly files an objection to this Agreement.
- 2.19 “Parties.”** The Parties shall refer to Named Plaintiffs, Defendants, and the Class Members, collectively.
- 2.20 “Preliminary Approval Order.”** “Preliminary Approval Order” means the Order entered by the Court” (i) preliminarily approving the terms and conditions of this Agreement (“Preliminary Approval”), and (ii) directing the manner and timing of providing Notices to the Class Members.
- 2.21 “Settlement Checks.”** The Settlement Checks shall mean the checks issued to Claimants from the Settlement Fund in accordance with this Agreement.
- 2.22 “Total Settlement Amount.”** The Total Settlement Amount is three hundred fifty thousand dollars and zero cents (\$350,000.00) and shall mean the maximum aggregate amount that can be paid by Defendants under to this Agreement and includes settlement administration fees, attorney fees and costs, and enhancement payments which amounts shall be paid to Class Counsel following the Final Approval Order, though this amount does not include any amount that Defendants shall be required to bear as their share of any payroll taxes (if applicable).
- 2.23 “Net Settlement Amount.”** The Net Settlement Amount consists of the Funded Settlement Amount less all payments made under this Agreement for Enhancement Awards, attorneys’ fees and expenses, and settlement administration costs.
- 2.24 “WARN and Wage Claims.”** The Wage Claims shall mean all WARN Act and Massachusetts Wage Act claims that were asserted or could have been asserted in the Action relating to the layoff of workers on or about December 30, 2022.

3. INITIAL PROCEDURAL ISSUES

- 3.1 Binding Agreement.** This Agreement is a binding agreement and contains all material, agreed-upon terms.

3.2 Responsibilities of Class Counsel. Class Counsel shall be responsible for:

- A. preparing the motions for Preliminary and Final Approval, as well as the class Notice, drafts of which will be provided to Defense Counsel for good faith review;
- B. calculating the amount of each Claimant's pro-rata share of the Net Settlement Amount, described in section 4.4, below;
- C. in the event that a Class Member sends an Exclusion Statement or objection to the settlement to Class Counsel, Class Counsel will promptly furnish such to Defendants' Counsel;
- D. responding to inquiries of the Class Members regarding procedures for filing objections, and Exclusion Statements;
- E. submitting, with the motion for Final Approval, any Exclusion Statements and objections received during the Exclusion Period (as defined below);
- F. responding to inquiries from Defense Counsel consistent with the duties specified in this Agreement; and
- G. completing the Settlement Administration responsibilities outlined in Section 3.3.

3.3 Settlement Administration. Class counsel shall: (i) prepare, print and disseminate to Class Members the Notice, except for those Class Members who previously opted out of the Litigation after receiving notice following class certification; (ii) notify Defense Counsel of any material requests or communications made by any Party; (iii) promptly furnish to Defense Counsel copies of any Exclusion Statements or objections; (iv) receive and review the Exclusion Statements and objections submitted by Class Members; (v) obtain any necessary tax forms from the Class Members; and (vi) mail the settlement checks and pay all other amounts contemplated by this Settlement Agreement.

3.4 Notice. The Notice will inform Class Members about this Settlement and will also advise on the opportunity to object, to appear at the Fairness Hearing, and the process to request exclusion. Within thirty (30) days of the entry of the Preliminary Approval Order by the court, Class Counsel and/or the Settlement Administrator will transmit to all Class Members, the Court-approved Notice of Proposed Settlement and claim form in the same manner as Class Counsel transmitted notice following class certification, i.e., via email, mail, and/or text to last known contact information including a link to the previously established notice website. In addition, Class Counsel shall provide notice by publication through social media advertisement. Class Counsel and/or the Settlement Administrator will take all reasonable steps to obtain the correct address of any Class Member for whom a Notice is returned by the post office as undeliverable, such as skip tracing, and shall attempt a re-mailing to any Class Member for whom it obtains a more recent address.

3.5 Preliminary Approval Motion and Proposed Order.

- A. As soon as practicable following the date this Agreement is executed, or as otherwise provided for by the Court, the Parties will submit this executed Agreement to the Court and Plaintiffs shall move for Preliminary Approval of this Agreement for purposes of resolving this matter according to the terms of the Agreement. Class Counsel will provide a draft of the Preliminary Approval Motion and Proposed Class Notice to Defense Counsel prior to filing.
- B. The Preliminary Approval Motion also will seek approval of a proposed Notice to the Class Members and claim form, the setting of a date for individuals to opt out of this Agreement, provide objections to this Agreement, and for a Fairness Hearing for final approval of the settlement before the Court at the earliest practicable date.
- C. The proposed Preliminary Approval Order will seek the setting of the deadlines as described in Sections 3.7-3.10 below.
- D. Class Counsel will inform the Court of the intended process to obtain a “Final Order” and a “Judgment of Dismissal” that will, among other things: (1) approve the settlement as fair, adequate, and reasonable; (2) incorporate the terms of the Release, as described in this Agreement; (3) dismiss the Litigation; and (4) award Class Counsel’s fees, expenses and costs.
- E. The Parties will work together, diligently and in good faith, to expeditiously obtain a Preliminary Approval Order, Final Order, and Final Judgment and Dismissal with prejudice.

3.6 Notice of Settlement to Federal Officials. Within fourteen (14) days after receiving notice of filing of a Motion for Preliminary Approval of this Settlement, Defendants shall serve the CAFA Notice of this Stipulation on the appropriate federal and state officials, as required by 28 U.S.C. § 1715(b).

3.7 Notice to Class. Class Counsel will send/post the Notice described in Section 3.4 to the Class within thirty (30) days of the Court’s entry of the Preliminary Approval Order using the Class List, except that Class Counsel will not send notice to those Class Members who previously opted out of the Litigation after receiving notice following class certification.

3.8 Claims and Exclusions from Settlement.

- A. Class Members shall have sixty (60) days from the date that Notice is issued to submit a claim in order to receive a settlement payment. Claim forms may be submitted by hand, mail, e-mail, fax, or using an online claims submission process established by Class Counsel.
- B. Class Members may choose to opt out of the settlement and shall have sixty (60) days from the date that Notice is issued to do so. Class Members must mail via First Class United States Mail, overnight mail, fax, or email, a signed statement to Class

Counsel that requests exclusion from the settlement containing the following information: (1) their full name, address, email address, and telephone number; (2) the approximate dates of their relationship with Defendants; (3) a statement that they request to be excluded from the settlement and understand that they will not be eligible to recover any monies as part of the settlement; and (4) their signature. Class Members who previously opted out of the Litigation after receiving notice following class certification will be deemed to have submitted an Exclusion Statement.

- C. The end of the time period to submit claim or to seek exclusion from the settlement (“Exclusion Period”) shall be sixty (60) days from the date that Notices are issued. Re-mailed notices will also have a sixty (60) day response period, so long as the total response period does not exceed ninety (90) days.
- D. Any Class Member who does not submit an Exclusion Statement under this Agreement will be deemed to have accepted the settlement and the terms of this Agreement, will be bound by the Judgment in this case, and will have any WARN and Wage Claims released and dismissed.
- E. The Notice and Claim Form will inform Class Members of the need to advise of any changes to their contact information, and Class Counsel shall advise Claimants of the schedule for settlement payments, including the date for the final payment of settlement shares.
- F. Claims received after the sixty-day period in Paragraph A but within a reasonable time, and not less than 30 days, before the date for final payment of settlement shares shall be considered for payment to the extent that there are sufficient funds available.

3.9 Objections to Settlement.

- A. Only participating Class Members (i.e., those who do not opt out) will be entitled to object to the settlement.
- B. Objectors who wish to present objections to the proposed settlement at the Fairness Hearing must send their Objections to Class Counsel via First-Class United States Mail, overnight mail, email, or fax, and the Objections must be post-marked before the end of the Exclusion Period. The Objection must include the following: (a) their full name, address, email address, and telephone number, (b) the approximate dates of their relationship with Defendants, (c) a written statement of all grounds for the objection, (d) copies of any papers, briefs, or other documents upon which the objection is based (if applicable), (e) a statement of whether they intend to appear at the Fairness Hearing, and (f) their signature, even if represented by counsel. If the Objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing them who will appear at the Fairness Hearing. Class Counsel will retain the original and send

copies of each objection and supporting documents to Defendants' Counsel by email delivery no later than five (5) days after receipt of the objection.

C. An Objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing as described in Paragraph 3.9(B). An Objector may withdraw his or her objections at any time. An Objector is a Class Member and an objection does not constitute the filing of an Exclusion Statement.

3.10 Fairness Hearing and Motion for Final Approval and Dismissal. The Proposed Preliminary Approval Order shall seek to set a date for the Fairness Hearing which shall be no earlier than one hundred and twenty (120) days following the date that the Court enters the proposed Preliminary Approval Order. At the Fairness Hearing, the Parties will request that the Court, among other things: (1) approve the settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members who have not timely opted out of the settlement; (2) overrule any objections; (3) order the attorneys' fees, costs, settlement administration fees, and any enhancement payments to be paid out of the Settlement Fund; (4) order the dismissal with prejudice of all WARN and Wage Claims of the Class Members and the Litigation; (5) order entry of Final Judgment in accordance with this Agreement; and (6) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement. Class Counsel will timely file a Motion for Final Approval and Dismissal in advance of the Fairness Hearing. Class Counsel shall provide a draft of the Motion for Final Approval and Dismissal to Defense Counsel prior to filing.

3.11 Effect of Failure to Grant Final Approval. In the event the Court fails to enter Judgment in accordance with this Agreement, or such Judgment does not become Final as defined in this Agreement, the Litigation will proceed as if no settlement had been attempted. However, the Parties agree to confer and to work cooperatively to take all reasonable steps to determine the best path to final approval of the settlement and attempt to address any concerns that the Court may have with the proposed settlement.

4. SETTLEMENT TERMS

4.1 Settlement Amount. The Parties expressly acknowledge that Defendants shall be required to pay the Funded Settlement Amount of three hundred fifty thousand dollars and zero cents (\$350,000.00), which shall fully resolve and satisfy any claim for (i) attorneys' fees, expenses and costs approved by the Court; (ii) fees related to Settlement Administration responsibilities of Class Counsel; (iii) all amounts to be paid to all Claimants as set forth in this Agreement; and (iv) any Court-approved Enhancement Awards to the Named Plaintiffs and others. Defendants shall pay the Funded Settlement Amount by check payable or by wire transfer to the Fair Work IOLTA Account on the following schedule: Defendant shall pay \$200,000 by June 1, 2026, \$75,000 by September 1, 2026, and \$75,000 by December 1, 2026. No portion of the Settlement Amount shall revert to Defendants.

4.2 Attorneys' Fees and Costs. Class Counsel will seek an award of (1) attorneys' fees to Class Counsel in an amount of \$175,000.00, and (2) costs/expenses to Class Counsel, including costs of administering the settlement, in an amount up to \$20,000.00. If the Court refuses to award the full amount requested by Class Counsel, this shall not affect this Agreement. Any amount not awarded by the Court in fees and/or costs shall become part of the Net Settlement Amount to be distributed to Claimants. Any amount of costs not sought by Class Counsel shall also become part of the Net Settlement Amount to be distributed to Claimants.

4.3 Enhancement Awards for Named Plaintiffs and Class Member. Class Counsel shall seek, and Defendants will not oppose, Court Approval of the payment of Enhancement Awards of up to \$5,000 each for Named Plaintiffs Aura Salazar and Damaris Ventura and \$2,000 for class member Lucia Guardado in consideration for work performed on behalf of the Class. Any Enhancement Awards approved by the Court shall be paid out of the Total Settlement Amount. The outcome of the Court's ruling on the application for Enhancement Awards shall not affect this Agreement. In the event the Court denies the requested Enhancement Awards or awards less than the amounts requested, the un-awarded amounts shall be part of the Net Settlement Amount to be distributed to Claimants.

4.4 Settlement Allocation. The Net Settlement Amount will be allocated according to the following formulas:

A reserve fund of \$1,000 shall be set aside to resolve disputes and reasonable late claims. Class Counsel shall make determinations about who is to be paid out of the reserve fund and the amounts (with approval of Defendants' counsel, which approval shall not be unreasonably withheld). The remainder of the Net Settlement Amount shall be distributed to eligible individuals based on the Class List, on a pro rata basis.

The settlement allocation formula among Class Members has been determined at the discretion of Class Counsel, subject to Court approval, based on a formula taking into account their average hours worked in 2022 and their final wages (the "Settlement Allocation"). To the extent there are funds remaining after all claims have been submitted, funds will be allocated pro rata to existing Claimants.

Subject to Court approval, settlement funds will be allocated by Class Counsel on the following schedule: \$100,000 from the June 1, 2026 Initial Funding of the Settlement by Defendants shall be allocated to attorney's fees and up to \$20,000 to costs; and the full \$75,000 of the final December 1, 2026 Funding of the Settlement by Defendants shall be allocated to attorney's fees.

4.5 Mailing of Settlement Checks. The initial Settlement Checks will be mailed to the Named Plaintiffs and Claimants by the Class Counsel within thirty (30) days after the June 1, 2026 initial Funding of the Settlement by Defendants. The checks for approved Enhancement Award shall be mailed by the Class Counsel to Named Plaintiffs within thirty (30) days after the June 1, 2026 initial Funding of the Settlement by Defendants. The schedule for

full payment of settlement amounts and payment of the amount of approved attorneys' fees and expenses to Class Counsel shall consist of two rounds of checks, one following the June 1, 2026 initial Funding of the Settlement by Defendants, and one following the September 1, 2026 payment, with any variations to be determined by Class Counsel based on the payment schedule set out in Paragraph 4.1 and the status of Class Members' submission of claim forms or Exclusion Requests. As noted in ¶ 4.5, the final, December 1, 2026 payment will be allocated to attorney's fees. Class Members will have ninety (90) days to cash their Settlement Checks. At least forty-five (45) days before the distribution of residual funds pursuant to ¶ 4.6, *infra*, Class Counsel will attempt to contact Claimants who have not yet cashed settlement checks after the 90-day period and provide an opportunity to request reissued checks.

4.6 *Cy pres* distribution of residual funds. Any settlement checks that remain uncashed by Class Members after ninety (90) days of issuance shall be cancelled. Any unclaimed funds remaining after sixty (60) days following the final deadline to negotiate checks will be distributed on a *cy pres* basis to the Massachusetts Coalition for Occupational Safety and Health.

4.7 Tax Characterization.

- A. Settlement payments to the Claimants shall be treated as 1099 "other income" (Box 3).
- B. Payments of attorneys' fees and costs shall be made without any withholdings.
- C. Enhancement Awards will be considered 1099 "other income" (Box 3).
- D. Other than the withholding and reporting requirements here, Named Plaintiffs and the Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received under the settlement.

4.8 Hold Harmless. Plaintiffs and Claimants shall be responsible for the payment of any and all local, state, and/or federal taxes which may be attributable to the payment(s) described in this Agreement and indemnify and hold Defendants harmless from any and all tax consequences, including interest and/or penalties, arising out of payment(s) made out of the Settlement Fund. The Parties acknowledge that no representations have been or are made in this Agreement by or to any signatory to this Agreement regarding the tax consequences of this Agreement.

5. RELEASE

5.1 Release of Defendants by Class Members and Named Plaintiffs. Upon the Final Approval Order, and except as to such rights or claims as may be specifically created by this Agreement, each Class Member and Named Plaintiff 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 Defendants, their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related entities, and subsidiaries (collectively referred to here as “Released Parties”), including any and all such claims under the Worker Adjustment and Retraining Notification Act of 1988 and Massachusetts General Laws ch. 149, § 148, as well as claims for lost wages, statutory trebling, interest, attorneys’ fees and costs and claims under Mass. Gen. Laws ch. 93A. .

- 5.2 Release of Job Done, LLC by Class Members and Named Plaintiffs.** Upon the Final Approval Order, and except as to such rights or claims as may be specifically created by this Agreement, each Class Member and Named Plaintiff 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 Job Done, LLC, its former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, parents, related entities, and subsidiaries”), including any and all such claims under the Worker Adjustment and Retraining Notification Act of 1988 and Massachusetts General Laws ch. 149, § 148, as well as claims for lost wages, statutory trebling, interest, attorneys’ fees and costs and claims under Mass. Gen. Laws ch. 93A .

6. INTERPRETATION AND ENFORCEMENT

- 6.1 Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court’s approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 6.2 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 6.3 Arms’ Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms’ length. All terms and conditions of this Agreement in the exact form in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 6.4 Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 6.5 Severability.** If any provision of this Agreement, other than the release of claims in Section

5 or the payment terms in Section 4, is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, the remaining portions of this Agreement will remain in full force and effect. If the release of claims in Section 5 is found to be void, voidable, unlawful, or unenforceable, Defendants' obligations in this Agreement, including but not limited to their obligation to fund the settlement as set forth in Section 4.1, shall be entirely null, void and of no effect.

- 6.6 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts, without regard to choice of law principles, except to the extent that the law of the United States governs any matter in this Agreement, in which case such federal law shall govern.
- 6.7 Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement it contemplates.
- 6.8 Electronic and Email Signatures.** Any party may execute this Agreement electronically or by signature. Any signature made and transmitted electronically or by email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding.

[Signatures on Following Page.]

WE AGREE TO THESE TERMS:

Dated: January 29, 2026

Dated: _____, 2026

Plaintiff Aura Salazar

John Barry Jr.,
For and on behalf of Defendants

Firmado por:

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Plaintiff Damaris Ventura

WE AGREE TO THESE TERMS:

Dated: January 30, 2026

Firmado por:



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Plaintiff Aura Salazar

Dated: _____, 2026

John Barry Jr.,
For and on behalf of Defendants

Plaintiff Damaris Ventura

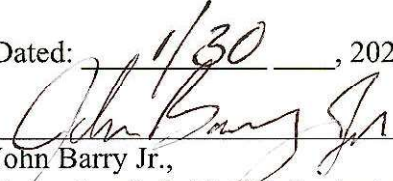
WE AGREE TO THESE TERMS:

Dated: _____, 2026

Plaintiff Aura Salazar

Plaintiff Damaris Ventura

Dated: 1/30, 2026



John Barry Jr.,
For and on behalf of Defendants