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9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES**  
12

13 CARLOS HERNANDEZ MOTTO,

14 Plaintiff,

15 v.

16 AMWARE FULFILLMENT, LLC; and DOES  
1-100, inclusive,

17 Defendants.  
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19  
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21

**FILED**  
Superior Court of California  
County of Los Angeles  
**12/24/2025**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           E. Martinez           Deputy

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

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

**~~PROPOSED~~ ORDER GRANTING MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA SETTLEMENT**

Date: November 13, 2025  
Time: 9:00 a.m.  
Dept.: SSC-15

1 The Court, having read the papers filed regarding Plaintiff’s unopposed Motion for Preliminary  
2 Approval of Class Action Settlement, and having heard argument on the motion, hereby finds and  
3 ORDERS as follows:

4 1. The Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”)  
5 attached as Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiff’s Motion for Preliminary  
6 Approval of Class Action Settlement, filed on or about August 8, 2025, is within the range of possible  
7 recovery and, subject to further consideration at the Final Approval Hearing described below, is  
8 preliminarily approved as fair, reasonable, and adequate. The Court, for purposes of this Order, adopts all  
9 defined terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies the  
11 following class: current and former non-exempt employees who worked either directly or via a staffing  
12 agency for Defendant in California during the Class Period of December 22, 2020 through to the earlier  
13 of preliminary approval or June 26, 2025.

14 3. The Court finds the Settlement Class, consisting of approximately 198 members, is so  
15 numerous that joinder of all members is impracticable, and that the Settlement Class is ascertainable by  
16 reference to the business records of defendant Amware.

17 4. The Court finds further there are questions of law and fact common to the entire Settlement  
18 Class, which common questions predominate over any individualized questions of law or fact. These  
19 common questions include, without limitation: (1) whether Amware paid Settlement Class Members for  
20 all hours worked, (2) whether Amware provided required meal breaks on a compliant basis; (3) whether  
21 Amware provided required rest breaks on a compliant basis; (4) whether Amware reimbursed reasonable  
22 and necessary business expenses, (5) whether Amware provided Settlement Class Members with proper  
23 itemized wage statements; and (6) whether Amware timely paid Settlement Class Members all wages due  
24 upon separation of employment.

25 5. The Court finds further the claims of named Plaintiff Carlos Hernandez Motto are typical  
26 of the claims of the Settlement Class, and that he will fairly and adequately protect the interests of the  
27 Settlement Class. Accordingly, the Court appoints Carlos Hernandez Motto as the Class Representative,  
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1 and appoints her counsel of record, Jamie K. Serb, Nikki Trenner and Zachary M. Crosner, and Crosner  
2 Legal, P.C., as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to other  
4 available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing notice  
6 of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class Member's last  
7 known address, is reasonably calculated to notify the Settlement Class Members of the proposed  
8 Settlement and provides the best notice possible under the circumstances. The Court also finds the Notice  
9 of Class Action Settlement form is sufficient to inform the Settlement Class Members of the terms of the  
10 Settlement and their rights thereunder, including the right to object to the Settlement or any part thereof  
11 and the procedure for doing so, their right to exclude themselves from the Settlement and the procedure  
12 for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and location of  
13 the Final Approval Hearing. The proposed Notice of Class Action Settlement (Exhibit A to the Settlement  
14 Agreement) and the procedure for providing Notice set forth in the Settlement Agreement, all are approved  
15 by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties' selection of  
17 Atticus Administration LLC as the Settlement Administrator. The Settlement Administrator is ordered to  
18 mail the Class Notice to the Settlement Class Members via First-Class U.S. Mail as specified in the  
19 Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement Agreement.  
20 The Parties are ordered to carry out and comply with all terms of this Order and the Settlement Agreement,  
21 and particularly with respect to providing the Settlement Administrator all information necessary to  
22 perform its duties under the Settlement Agreement.

23 9. Any member of the Settlement Class who wishes to comment on or object to the Settlement  
24 or any term thereof, including any proposed award of attorney's fees and costs to Class Counsel or any  
25 proposed representative enhancement to the Class Representative, shall have forty-five (45) days from the  
26 mailing of the Class Notice to submit his or her comments and/or objection to the Settlement  
27 Administrator, as set forth in the Settlement Agreement and Class Notice.

1 10. Any member of the Settlement Class who wishes to exclude themselves from the  
2 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her Request  
3 for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

4 11. The Settlement administrator is ordered to file a declaration in advance of the Final  
5 Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further attaching  
6 and authenticating all Objections, if any.

7 12. A Final Approval Hearing is hereby set for April ~~16~~<sup>28</sup>, 2026, at ~~9:00 a.m.~~<sup>10 AM</sup> in Department  
8 SSC-15 of the Los Angeles County Superior Court, to consider any objections to the Settlement, determine  
9 if the proposed Settlement should be found fair, adequate and reasonable and given full and final approval  
10 by the Court, and to determine the amount of attorney's fees and costs awarded to Class Counsel, the  
11 amount of any representative enhancement award to the Class Representative, and to approve the fees and  
12 costs payable to the Settlement Administrator. All legal memoranda, affidavits, declarations, or other  
13 evidence in support of the request for final approval, the award of attorney's fees and costs to Class  
14 Counsel, the enhancement award to the Class Representative, and the fees and costs of the Settlement  
15 Administrator, shall be filed no later than sixteen (16) court days prior to the Final Approval Hearing. The  
16 Court reserves the right to continue the Final Approval Hearing without further notice to the Settlement  
17 Class Members.

18 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any  
19 Settlement Class Member may appear, personally or through his or her own counsel, and be heard at the  
20 Final Approval Hearing regardless of whether he or she has submitted a written objection.

21 IT IS SO ORDERED.

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24 Dated: 12/24/2025



  
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Judge of the Superior Court

25  
26 Timothy Patrick Dillon / Judge

27 attorney fees will at most 25% of new money of \$326,000.  
28 Conform notice.