

# **ATTACHMENT 1**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

JORGE OSWALDO AQUINO MARTINEZ,  
ELVIS NAHUM CRUZ VASQUEZ, HEBER  
ALFONSO ZAPATA CONTRERAS,  
ISIDRO ARELLANO CHIHUAHUA,  
JOSE MARIA RAMIREZ MORALES,  
LUIS ADRIAN SALAZAR LOZANO,  
VERONICA OLAN CASTILLO, and  
AARON HERNAN PEREZ SALAZAR,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

MOBIS ALABAMA, LLC d/b/a HYUNDAI  
MOBIS; KIA GEORGIA, INC.; GB2G, INC.  
d/b/a ALLSWELL; SPJ CONNECT, INC.;  
YOUNGJIN LEE, individually; JOB  
KNOWLEDGE, LLC; and TOTAL  
EMPLOYEE SOLUTION SUPPORT, LLC,

Defendants.

Civil Action No.  
3:22-cv-00145--LMM-RGV

**AMENDED CLASS ACTION SETTLEMENT AGREEMENT**

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## AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This Amended Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into as of the last date signed below by Plaintiffs or Defendants between and among defendants Mobis Alabama, LLC d/b/a Hyundai Mobis (“Mobis”), Kia Georgia, Inc. (“Kia Georgia”), GB2G, Inc. d/b/a Allswell (“Allswell”), SPJ Connect, Inc. (“SPJ”), and Youngjin Lee (“Defendant Lee”),<sup>1</sup> (collectively referred to as “Defendants”), and plaintiffs Jorge Oswaldo Aquino Martinez (“Plaintiff Aquino”), Elvis Nahum Cruz Vasquez (“Plaintiff Cruz”), Heber Alfonso Zapata Contreras (“Plaintiff Zapata”), Isidro Arellano Chihuahua (“Plaintiff Arellano”), Jose Maria Ramirez Morales (“Plaintiff Ramirez”), Luis Adrian Salazar Lozano (“Plaintiff Salazar”), and Veronica Olan Castillo (“Plaintiff Olan”) (collectively referred to as “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in **Section II**). This Agreement is intended by the Parties to fully resolve the disputes between them, as set forth below, subject to the terms and conditions set forth herein.

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<sup>1</sup> The Court dismissed Plaintiffs’ claims against former Defendant Total Employee Solution Support, LLC (“TESS”). Doc. 129. Plaintiff Aaron Hernan Perez Salazar and four opt-in claimants’ (“JKL Plaintiffs”) only surviving claims against Defendant Job Knowledge, LLC (“JKL”) were for unpaid overtime under the Fair Labor Standards Act. The JKL Plaintiffs and JKL have reached a separate non-class settlement of these claims. Therefore those claims are not included in this Agreement.

## I. RECITALS

**WHEREAS**, the Class Action Complaint was filed by Plaintiffs in the United States District Court for the Northern District of Georgia, Newnan Division on August 11, 2022, and styled *Martinez v. Mobis Alabama, LLC et al.*, Civil Action No. 3:22-cv-00145-TCB (N.D. Ga.) (the “Action”) (Doc. 1), and for which the operative pleading is Plaintiffs’ Third Amended Class and Collective Action Complaint. (Doc. 74).

**WHEREAS**, the Plaintiffs in the Class Action Complaint allege Plaintiffs are Mexican nationals and non-U.S. citizens who actively sought job opportunities in the United States. Plaintiffs allege that during the recruitment and hiring process, Defendants made misrepresentations to Plaintiffs and the U.S. Consulate regarding the work Plaintiffs would perform in the United States and the wages they would receive, and Defendants did not pay the required wages;

**WHEREAS**, Defendants assert that they acted in conformity with the laws of the United States and all applicable laws and regulations, and Defendants deny any wrongdoing whatsoever and aver that the Plaintiffs and the Settlement Class suffered no legally cognizable harm or damages;

**WHEREAS**, the Parties agreed to mediate their disputes with Christopher Parker, a highly regarded mediator with class settlement

experience located in Atlanta, Georgia, who helped achieve an amicable resolution of this matter;

**WHEREAS**, Plaintiffs' counsel has conducted a thorough investigation and evaluation of the facts and law relating to the matters set forth in the Action; and

**WHEREAS**, Plaintiffs and Defendants desire to avoid the further expense of litigation and to settle any and all claims or causes of action between them that have arisen or that may arise in the future, which in any way relate to Plaintiffs, the Settlement Class or the facts alleged in the Action;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein, and with the intention of being legally bound hereby, each of the above Parties hereto do covenant and agree as follows:

## II. DEFINITIONS

The following definitions apply to this Agreement and the exhibits hereto, unless this Agreement specifically provides otherwise:

- a. **"Action"** means the lawsuit filed by the Plaintiffs styled *Martinez et al. v. Mobis Alabama, LLC et al.*, Civil Action No. 3:22-cv-00145-TCB (N.D. Ga.).
- b. **"Agreement"** or **"Settlement Agreement,"** means this Class Action

Settlement Agreement and the Exhibits attached hereto or incorporated herein, including any subsequent amendments agreed to and signed by all Parties in writing and any exhibits to such amendments.

c. “**Class Counsel**,” means Daniel Werner of Radford Scott, LLP; Christopher B. Hall of Hall & Lampros, LLP; Rachel Berlin and Brian J. Sutherland of Beal Sutherland Berlin & Brown, LLC; and Julia Solórzano and Abigail Kerfoot of Centro De Los Derechos Del Migrante, Inc.

d. “**Class Notice**,” which shall be in substantially the same form as Exhibit A (Long Form Notice) attached hereto, shall mean the Court-approved long form notice to the Settlement Class of (i) certification of the Settlement Class, (ii) preliminary approval of the Settlement Class, (iii) scheduling of the Final Approval Hearing, (iv) request for settlement distribution information; and (v) options available to Settlement Class Members.

e. “**Plaintiffs**,” means Jorge Oswaldo Aquino Martinez, Elvis Nahum Cruz Vasquez, Heber Alfonso Zapata Contreras, Isidro Arellano Chihuahua, Jose Maria Ramirez Morales, Luis Adrian Salazar Lozano, and Veronica Olan Castillo who are the named Plaintiffs in the Action and who have executed this Agreement in their individual capacity and as representatives of the Settlement Class as defined in this Agreement.

f. “**Court,**” means the United States District Court for the Northern District of Georgia, the Hon. Leigh Martin May or other District Judge as assigned presiding, to whom presentation of this Agreement for judicial review and approval will be made, as well as any other judge, including a magistrate judge, of the Northern District of Georgia to whom the Action may hereinafter be transferred or assigned.

g. “**Effective Date,**” means the last date all Parties have signed the Settlement Agreement.

h. “**Fairness Hearing,**” means the hearing held by the Court to consider evidence and argument for the purposes of determining, among other things, whether this Agreement and the settlement are fair, reasonable, and adequate; this Agreement shall be given final approval through entry by the Court of the Final Order and Judgment; and certification of the Settlement Class should be made final.

i. “**Final Order and Judgment,**” means the termination of the Action after the occurrence of each of the following events:

- i. This Class Action Settlement Agreement is approved in all respects by the Court without material modification unless expressly agreed to by Defendants and the

Plaintiffs;

- ii. An order and final judgment of dismissal with prejudice is entered by the Court against the Plaintiffs and all of the Settlement Class Members who do not opt out as provided in Rule 23 of the Federal Rules of Civil Procedure; and
- iii. The thirty (30) day period to appeal from such order and judgment of dismissal with prejudice has expired without any appeal therefrom being filed; or if any notice of appeal is filed after final resolution of any appeal(s).
- iv. Defendants shall have no obligation to fund this settlement until the Final Order and Judgment is no longer subject to appeal.

j. **“Final Settlement Date,”** means a date ten (10) days after the date on which each of the three occurrences identified above in the definition of Final Order is satisfied.

k. **“Class Member,”** means any person falling within the definition of the Settlement Class defined in Paragraph 9 herein (collectively referred to herein as “Class Members”)

l. **“Defendant Mobis”** means Mobis Alabama, LLC d/b/a Hyundai Mobis and all of its predecessors in interest, successors in interest, parents, subsidiaries, divisions or affiliates, and their officers, directors, employees, trustees, principals, attorneys, insurers, agents, representatives, shareholders, partners, limited partners, as well as any person acting or purporting to act on their behalf, except other Defendants in this lawsuit.

m. **“Defendant Kia Georgia”** means Kia Georgia, Inc. and all of its predecessors in interest, successors in interest, parents, subsidiaries, divisions or affiliates, and their officers, directors, employees, trustees, principals, attorneys, insurers, agents, representatives, shareholders, partners, limited partners, as well as any person acting or purporting to act on their behalf, except other Defendants in this lawsuit.

n. **“Defendant Allswell”** means GB2G, Inc. d/b/a Allswell and all of its predecessors in interest, successors in interest, parents, subsidiaries, divisions or affiliates, and their officers, directors, employees, trustees, principals, attorneys, insurers, agents, representatives, shareholders, partners, limited partners, as well as any person acting or purporting to act on their behalf, except other Defendants in this lawsuit.

o. **“Defendant SPJ”** means SPJ Connect, Inc. and all of its

predecessors in interest, successors in interest, parents, subsidiaries, divisions or affiliates, and their officers, directors, employees, trustees, principals, attorneys, insurers, agents, representatives, shareholders, partners, limited partners, as well as any person acting or purporting to act on their behalf, except other Defendants in this lawsuit.

p. **“Defendant Lee”** means Youngjin Lee and all of his heirs, legatees, devisees, successors, next of kin, attorneys, insurers, agents, representatives, partners, as well as any person acting or purporting to act on their behalf, except other Defendants in this lawsuit.

q. **“Defendants”** means all of **Defendant Mobis, Defendant Kia Georgia, Defendant Allswell, Defendant SPJ, and Defendant Lee**, as defined above, and expressly excludes TESS, JKL, and related individuals and entities.

r. **“Party”** or **“Parties,”** means all **Plaintiffs** and **Defendants**, separately and collectively, as each of those terms is defined in this Agreement.

s. **“Preliminary Approval Order”** shall mean the order of the Court preliminarily approving this Settlement Agreement.

t. **“Release,”** means the release and waiver set forth in Paragraph 16 of this Agreement.

u. **“Released Claims”** means each and all of the claims and potential

claims described in the Release.

v. **“Released Parties,”** means those persons or entities identified in Paragraph 16.

w. **“Settlement Administration,”** means the distribution of settlement proceeds to members of the Settlement Class as set forth in this Agreement.

x. **“Settlement Administrator”** means Atticus Administration or any other settlement administrator designated by Class Counsel in accordance with this Settlement Agreement. In the unlikely event that Class Counsel determines a need to select a replacement settlement administrator other than Atticus Administration, Class Counsel shall provide Defendant Allswell seven (7) days notice and an opportunity to object based on reasonable grounds that Allswell raises relating to potential data insecurity.

y. **“Settlement Distribution Information”** means a signed Settlement Distribution Form or signed written instructions providing payment instructions including, but not limited to, the name, address, and/or account and routing information for electronic and wire transfers, to send the settlement payment, and affirming that the signer is the Class Member. Settlement Distribution Information includes the Medicare warranties

provided in paragraph 28.3 as a condition of settlement. Settlement Distribution Information signatures may be signed in writing or by DocuSign, Adobe Sign, or by another verifiable electronic signature platform. Class Counsel may rely on signature copies, signatures by DocuSign or Adobe Sign, and faxed and scanned signatures. Settlement Distribution Information must also include the date of birth, gender, passport number, and social security number (if any) of the Settlement Class Member. The priority of conflicting Settlement Distribution Information will be the last (most recent) Settlement Distribution Information provided at the time of payment distribution. If a Settlement Class Member has not provided Settlement Distribution Information but remains employed by Defendant Allswell, Defendant Allswell shall on request by Class Counsel provide the last known U.S. address information for the Settlement Class Member and Class Counsel may rely on such information and send settlement payments to the Settlement Class Member at that U.S. address.

z. “**Settlement Distribution Form,**” means a form that may be used by Class Members to provide information as to payment distribution identified in Paragraph 17 of this Agreement. A copy of the Settlement Distribution Form is attached hereto as Exhibit A (beginning at page 14).

aa. **Settlement Class,**” means the class defined in Paragraph 9 of this Agreement, which the Settling Parties have agreed herein to seek to have certified by the Court solely for purposes of this Settlement Agreement, and their heirs, agents, executors, administrators, successors, and assigns.

bb. **“Settlement Class Member,”** means any person falling within the definition of the Settlement Class defined in Paragraph 9 herein (collectively referred to herein as “Settlement Class Members”) who does not opt-out or exclude himself or herself from the lawsuit and Settlement Agreement pursuant to the terms of this Agreement.

cc. **“Settling Parties”** means the Plaintiffs, the Settlement Class Members, and Defendants.

dd. **“Subsequent Action,”** means any action brought by, or on behalf of, any Settlement Class Member for any claims involving or relating to this Settlement Agreement or any claims as defined in the Release of Claims in Paragraph 16.

ee. As used herein, all references to persons or Class Members shall include, and be construed to include, that person’s or Class Member’s estate, including his or her bankruptcy estate.

ff. As used herein, the plural of any defined term includes the

singular thereof, and vice versa, except where the context requires otherwise.

### III. TERMS AND CONDITIONS OF SETTLEMENT

1. **Plaintiffs' Allegations.** Plaintiffs filed this class action alleging claims for violations of the federal RICO Act, 18 U.S.C. § 1961 et seq., ("federal RICO"), the Georgia RICO Act, O.C.G.A. § 16-14-1 et seq. ("Georgia RICO"), Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, Filing False Information Returns in violation of 26 U.S.C. § 7434, and common law breach of contract. Plaintiffs also filed collective action claims for violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA"). Following the Court's adjudication of motions to dismiss, the remaining claims are for alleged violations of the federal RICO, the Georgia RICO, and the FLSA.

2. **Denial of Allegations and Liability.** Defendants deny the Plaintiffs' factual and legal allegations in the Action. As such, the Defendants deny all liability to the Plaintiffs and the Settlement Class. Defendants further assert that their actions were in conformity with all applicable laws and regulations. Defendants generally deny Plaintiffs' factual allegations and claims and possess a number of defenses to the claims asserted, as well as defenses to certification of a class. For purposes of settlement only, and as part of this Agreement, Defendants agree not to assert these defenses to Plaintiffs' claims.

3. **Negotiations.** Settlement negotiations have taken place between

Class Counsel and Defendants' counsel, free of any collusion. These negotiations included involving the services of Christopher Parker, a well-recognized Mediator who has experience in class claims and obtained an agreement between the Parties. This Settlement Agreement, subject to the approval of the Court, contains all the terms of the Settlement agreed to between Defendants and the Plaintiffs, individually and on behalf of the Settlement Class.

4. **Gross Settlement Funds**. Subject to final court approval, Class Counsel has secured a settlement of Plaintiffs' claims on a class wide basis for \$11,500,000.00 (the "Gross Settlement Fund"), of which an amount not to exceed \$3,450,000.00 (30%) is to be paid to Class Counsel as attorneys' fees and costs.

a. Defendant Mobis will pay a total of \$5,856,500.00 of the Gross Settlement Fund inclusive of all court costs, attorneys' fees to Plaintiffs' Counsel, Settlement Administration fees, and any other expenses related to the settlement.

b. Defendant Kia will pay a total of \$5,193,500.00 of the Gross Settlement Fund inclusive of all court costs, attorneys' fees to Plaintiffs' Counsel, Settlement Administration fees, and any other expenses related to the settlement.

c. Defendants Allswell, SPJ, and Lee will collectively pay a total of \$450,000.00 of the Gross Settlement Fund inclusive of all court

costs, attorneys' fees to Plaintiffs' Counsel, Settlement Administration fees, and any other expenses related to the settlement.

d. The Gross Settlement Fund amount is based on the Parties' estimate of potential damages for each of the Settlement Class Members for the applicable eligible class periods, as defined below.

e. The Gross Settlement Fund, minus reasonable attorneys' fees and costs not to exceed \$3,450,000.00, will be allocated among the named Plaintiffs and Settlement Class Members as set forth in this Agreement.

f. The Gross Settlement Fund is sufficient consideration for acceptances of this Agreement and its terms by Plaintiffs and by Plaintiffs as class representatives.

5. **Benefits of Settling the Action.** Plaintiffs believe that the claims asserted in the Action have merit and that there is evidence to support the claims. Plaintiffs, however, recognize and acknowledge the expense and length of continued litigation and legal proceedings necessary to prosecute the Action against Defendants through class certification proceedings, and ultimately trial and any appeals. Plaintiffs also recognize and have taken into account the uncertain outcome and risks associated with litigation and class actions in general, and this Action in particular, as well as the difficulties and delays inherent in any

such litigation.

6. **Fairness of the Settlement.** The Plaintiffs are also mindful of the potential problems of proof and the possible defenses to class certification, as well as to the remedies they seek. As a result, the Plaintiffs believe that the Settlement set forth in this Agreement provides substantial benefits to Settlement Class Members. The Plaintiffs have therefore determined, with the advice and consultation of Class Counsel, that the Settlement, as set forth in this Agreement, is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. **No Admission of Liability.** By entering into this Agreement, the Settling Parties agree that Defendants are not admitting any liability to the Plaintiffs, the Settlement Class, or any other person or entity, and Defendants expressly deny all such liability. Defendants' motivation for entering into this Settlement Agreement is to dispose expeditiously of the claims that have been asserted against them in the Action by settlement and compromise rather than incur the expense and uncertainty of protracted litigation. No portion of this Agreement may be admitted into evidence in any action, except as required to enforce this Agreement and/or to cease or enjoin litigation pursuant to Paragraphs 10, 13, 16, 24, and 29 of this Agreement.

8. **No Admission of Factual Allegations.** By entering into this Agreement, the Settling Parties agree the Defendants do not admit to any of the

factual allegations contained in the Plaintiffs' Complaint (Doc. 1), First Amended Complaint, (Doc. 25), Second Amended Complaint, (Doc. 29), Third Amended Complaint, (Doc. 74), or any other factual allegations made by the Plaintiffs while litigating or settling the Action, unless otherwise admitted to in any Answer to the Plaintiffs' various complaints (Docs. 64, 81, 139, 140, 141). The Defendants specifically deny any allegations that they individually or collectively violated any applicable laws or regulations. No portion of this Agreement shall be construed as an admission by the Defendants to any of the Plaintiffs' factual allegations, including any and all alleged criminal conduct.

9. **Settlement Class Definitions.** The Complaint filed in the Action seeks relief for several classes of Plaintiffs described as follows, which classes are agreed to for purposes of settlement only and for no other purpose pursuant to 29 U.S.C. § 216(b) or Federal Rule of Civil Procedure 23(b)(3). Collectively, the following classes are referred to as the "Settlement Class."

a. Rule 23 Class:

All individuals who, between August 11, 2018 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Defendant Kia Georgia's or Defendant Mobis' West Point, Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.

b. Collective Action Class:

All individuals who, between August 11, 2019 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Defendant Kia Georgia's or Defendant Mobis' West Point, Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.

The Parties agree that there are (including the named Plaintiffs) approximately six hundred and fourteen (614) Class Action and Collective Action Members.

10. **Preliminary Approval and Certification of Settlement Class.**

10.1. Promptly after execution of this Agreement, Plaintiffs shall submit this Agreement to the Court, together with a motion requesting that the Court enter an Order (the "Preliminary Approval Order") granting preliminary approval of the Settlement. The Preliminary Approval Order should:

10.1.1. Determine that this Action may continue to proceed as a collective action pursuant to 29 U.S.C. § 216(b) for settlement purposes only, with the Collective Action Classes as defined in Paragraph 9 of this Settlement Agreement;

10.1.2. Determine that this Action may continue to proceed as a class action pursuant to Rule 23(b)(3), Fed. R. Civ. P. for settlement purposes only, with the Class as defined in Paragraph 9 of this Settlement Agreement;

10.1.3. Find that Plaintiffs, as Class Representatives, and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class Members;

10.1.4. Find on a preliminary basis that the Settlement set forth in this Settlement Agreement is fair, adequate, and reasonable to the Settlement Class Members;

10.1.5. Stay all proceedings against Defendants in this Action, except as may be necessary to implement this Agreement;

10.1.6. Provide for a Fairness Hearing, on a date no earlier than ninety (90) days from the date of entry of the Preliminary Approval Order, to determine the fairness, adequacy, and reasonableness of the Settlement set forth in this Agreement;

10.1.7. Find that the method of identifying Class Members, as well as the timing, form, content, and method of disseminating the proposed Notices to the Class Members, as provided for herein, satisfy the requirements of due process and Rule 23, Fed. R. Civ. P.;

10.1.8. Set a deadline, not less than fifteen (15) days prior to the date for the Fairness Hearing, for submission of any

objections to this Settlement as provided in Paragraph 18, and requests for exclusion as provided in the same.

10.1.9. Determine the settlement of the Plaintiffs' and Settlement Class Members' claims is a fair and reasonable resolution of a bona fide dispute.

10.1.10. Pending a final determination of whether the Settlement Agreement should be approved, enjoin and prohibit the Plaintiffs and all Settlement Class Members from commencing or prosecuting any action, either directly or indirectly, or in any capacity asserting any claims against Defendants, which are proposed to be released pursuant to this Agreement;

10.1.11. Provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or for any reason does not become final, or in the event that this Agreement becomes null and void pursuant to its terms, then this Agreement and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for

any purposes whatsoever in this Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective litigation positions as of the date immediately preceding the Settlement Agreement.

10.2. A proposed Preliminary Approval Order, which the Parties acknowledge satisfies the requirements of this Paragraph, is attached to this Settlement Agreement as Exhibit B. In the event that the Court does not enter the Preliminary Approval Order described herein, or decides to do so only with material modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing, within seven (7) days of the Court's modification(s), to proceed with this Agreement as modified.

11. **Notice To Class Members and Duties of the Parties to Administer Settlement.**

11.1. The Parties will provide to the Court a proposed Long Form Notice of the Settlement, which is attached hereto as Exhibit A. The Parties will provide the Long Form Notice to the outlets referenced herein within thirty (30) days from the entry of the Preliminary Approval Order. Plaintiffs' Counsel and

Defendants will work together to provide notice. As a part of their respective obligations, the Parties shall provide the following services to assist in settlement administration:

Within ten (10) days of the entry of the Preliminary Approval Order, Defendants Allswell and SPJ will provide full names, last known mailing addresses (Mexico and U.S.), email addresses, and all phone numbers known or available to them for each Class Settlement Member. Defendants Allswell and SPJ also will provide dates of birth, gender, Social Security numbers, and Mexico passport numbers known or available to them. For those Class Settlement Members for whom Defendants Allswell and SPJ do not provide contact data sufficient for the Settlement Administrator to communicate with them, Defendant Kia Georgia and Mobis will send a written request to all appropriate management employees asking them to search for any emails, text messages or phone numbers otherwise received from class members and will provide any related email addresses or phone to the Settlement Administrator.

11.2. The proposed Long Form Notice explains the procedural history of the case, the settlement benefits, what Class Members should do to obtain those benefits, and their rights to opt-out of or object to the settlement (the “Long Form Notice”).

11.3. At Class Counsel's own expense, the Settlement Administrator will distribute the Long Form Notice electronically as an attachment and/or linked file via email (for known emails), WhatsApp (for class members with WhatsApp accounts associated with their mobile phone numbers), and text messaging (for class members without associated WhatsApp accounts). The Settlement Administrator will distribute the Long Form Notice by mail to the last known address of any Class Member for whom Class Counsel is unable to verify an email address, WhatsApp account, or mobile telephone number capable of receiving text messages.

11.4. Within thirty (30) days of the entry of the Preliminary Approval Order, Defendant Allswell will provide a physical copy of the Long Form Notice to all Class Members employed with Defendant Allswell at the time of the Preliminary Approval Order.

11.5. The Long Form Notice will require that claimants submit all Settlement Distribution Information to enable efficient and effective settlement fund distribution.

11.6. All completed Long Form Notices and Settlement Distribution Forms, written objections and, requests for exclusion, from Class Members shall be sent to the Settlement Administrator and the Settlement Administrator shall

provide copies of such writings to Class Counsel and Defendants' Counsel on a regular and timely basis.

11.7. The Class Members will have until fifteen (15) days prior to the Fairness Hearing to object and/or opt-out.

11.8. On or before thirty (30) days before the Fairness Hearing, at Class Counsel's expense, the Settlement Administrator shall make efforts by phone, email, WhatsApp, and first-class mail to last known address, to contact all Settlement Class Members who have not submitted Settlement Distribution Information and shall request that they provide Settlement Distribution Information. The Settlement Administrator may rely on signed written instructions (with written or electronic signatures) from Class Members for the claims distribution if signer affirms that he or she is the Class Member. None of Defendants, Class Counsel, Defendants Counsel, or retained outside entities shall be liable in any way for any failed distribution of funds so long as there is substantial compliance with the terms of this Agreement relating to distribution.

12. **Media and Other Communications.**

12.1. The Parties and their Counsel agree to ensure that any comments in the media or other public forum about or describing the lawsuit, Settlement or Agreement (or its value or cost) are accurate and non-disparaging; are described

as allegations rather than factual assertions, are limited to the allegations in the last operative complaint relating to the non-dismissed claims; and that such communications will state that Defendants deny all allegations of wrongdoing. The Parties and their Counsel also agree that they shall not make comments to the media or other public forums about the lawsuit or Settlement until after the Final Settlement Date, and that at no time will the Parties or their Counsel make comments to the media or in a public forum which repeat any allegations from the last operative complaint to the effect that Kia Georgia and Mobis were joint employers; describe the facility in West Point, Georgia as the “Kia/Mobis facility” or “Kia/Mobis plant” or otherwise imply that the facility is jointly owned or operated; or state or imply that Kia Georgia took remedial action after the lawsuit was filed. Before the Final Settlement Date, the Parties and their Counsel, in response to any media inquiry, may issue a brief statement agreed to by the Parties and their Counsel acknowledging the putative class settlement, indicating the settlement is subject to Court approval, and indicating that Defendants deny all allegations of wrongdoing. If necessary to protect the interests of the Parties, the Parties and their Counsel may, on separate agreement confirmed by all Parties’ Counsel, modify this provision.

12.2. The Parties agree that Defendants shall have the right to communicate

with, and respond to inquiries from, Class Members in the ordinary course of their business, a right which Defendants expressly reserve. Any communications shall comply with N.D. Ga. Local Rule 23.1(C)(3)(b). Neither Defendants, Plaintiffs, nor their Counsel shall disparage (i.e., recklessly or maliciously untrue) the Parties or their Counsel while this action is pending. Further, no Defendant shall take any action to dissuade any Class Member from participating in the Settlement, to retaliate against any Settlement Class Member for participating in the Settlement, or to encourage any Class Member to file an objection to or opt-out or exclude themselves from the Settlement or lawsuit. However, Defendants shall notify Class Counsel about any enquiries from Class Members about this Agreement or the lawsuit.

13. **Fairness Hearing.**

13.1. At the hearing on the fairness, adequacy, and reasonableness of the Settlement set forth herein, the Parties shall request the Court to enter an Order (the "Final Order and Judgment") granting final approval of this Settlement Agreement, entering a judgment thereon, and dismissing with prejudice this Action against Defendants. In order to satisfy the requirements of this Settlement Agreement, the Final Order and Judgment must include provisions which:

13.1.1. Certify that this Action was properly maintained as a Class

Action pursuant to Rule 23(b)(3), Fed. R. Civ. P., with the Class as defined in Paragraph 9 of this Settlement Agreement;

13.1.2. Certify that this Action was properly maintained as a Collective Action pursuant to 29 U.S. Code § 216(b), with the Collective Action Class as defined in Paragraph 9 of this Settlement Agreement;

13.1.3. Find that the Plaintiffs, as Class Representatives, and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class Members;

13.1.4. Find that the method of identifying Class Members, as well as the timing, form, content, and method of disseminating the proposed Notice to the Class Members, satisfied the requirements of both Rule 23, Fed. R. Civ. P., and due process, and that the Court has jurisdiction over the Class;

13.1.5. Find that the Settlement Agreement is fair, adequate, and reasonable to the Settlement Class Members and conclude that the Agreement should be approved;

13.1.6. Order that Plaintiffs, as Class Representatives, as well as all Settlement Class Members, have released Defendants

in accordance with the terms and conditions set forth in Paragraph 16 of this Agreement;

13.1.7. Dismiss on the merits and with prejudice all claims in this Action against Defendants, and permanently enjoin the Plaintiffs and all Settlement Class Members from bringing or prosecuting any claim or action that is released in Paragraph 16 of this Settlement Agreement;

13.1.8. Approve an award of attorneys' fees (as well as all reasonable and necessary costs and litigation expenses) to Class Counsel, not to exceed \$3,450,000.00 in total;

13.1.9. Retain jurisdiction over any and all matters and issues relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement Agreement and Final Order and Judgment, specifically including, but not limited to, the allocation, payment and distribution of Class Counsels' attorneys' fees and expenses or fees payable by Class Counsel to any referring attorneys.

14. **Finality of this Agreement.**

14.1. This Agreement shall become final on the Effective Date of the Settlement Agreement. In the event that the Court does not approve this

Agreement, or if the Final Order and Judgment described herein is not entered, or if the Court's approval of this Agreement or such Final Order and Judgment is vacated, reversed or materially modified on appeal, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement with modifications thereto.

15. **Definition of the Class Claims.**

15.1. For the purpose of this settlement, the Class Claims of the Plaintiffs and the Settlement Class shall consist of all claims asserted by the Plaintiffs at any time in the litigation or arising from or related to any of the allegations in the complaints against Defendants, including, but not limited to, any liquidated damages and attorneys' fees relating to such claims. "Class Claims" also include any and all claims, causes of action, suits, obligations, demands, promises, liabilities, controversies and theories of relief against Defendants, of any nature whatsoever, whether based on state or federal law, collective action claims, common law, state or federal regulations, whether known or unknown, whether actual or contingent, whether foreseen or unforeseen, whether liquidated or unliquidated, that arise out of Plaintiffs' and Settlement Class Members' assignment to, recruitment to, relationship with, or employment with Defendants, individually or collectively, except as otherwise set forth in this Agreement, whether asserted in a complaint or not, from the beginning of time to the date of

the Court's Preliminary Approval Order.

16. **Release of Class Claims.**

16.1. Entry of the Final Order and Judgment on this Settlement shall constitute and have the full force and effect of a general release and discharge by Plaintiffs, as well as all Settlement Class Members, of each and every Defendant, together with each and every Defendant's past and present members, divisions, subsidiaries, parent corporations, sister companies or corporations, affiliated corporations or companies, stockholders, partners, directors, officers, agents, employees, attorneys, representatives, trustees, insurers, instrumentalities, assignors, assignees, transferors, transferees, and affiliates (the "Released Parties") from any and all Class Claims as defined in Paragraph 15. The Action shall also be dismissed with prejudice.

16.2. The release of Claims set forth in Paragraph 16 shall be fully effective as to all Settlement Class Members who did not timely and effectively exclude themselves from the Class, regardless of whether a Settlement Distribution Form is submitted or a payment check is cashed. The Settlement Class Members will be precluded from asserting any of the claims that would fall within the scope of their Release in any future Court or other proceeding.

16.3. The Parties hereto agree that the Plaintiffs and all Settlement Class

Members shall be upon final approval of the Settlement Agreement permanently barred and enjoined from bringing, participating in, or prosecuting, directly or indirectly, any claim or action against Defendants and any other Released Party for any Class Claims.

17. **Settlement Class Relief.**

17.1. In consideration and in return for the release and dismissal of all the Class Claims, the Plaintiffs and the Settlement Class shall obtain the relief in this Paragraph.

17.2. Defendants shall fund the total of \$11,500,000.00 as outlined in Section III. 4 above, inclusive of all court costs and attorneys' fees to their counsel within thirty (30) days of the Court entering Final Order and Judgment of the Settlement Agreement. Defendants shall pay the total of \$11,500,000.00 to Plaintiffs' Counsel's designated settlement administrator, within twenty-one (21) days of the Final Settlement Date, as specifically defined and provided for in Sections II (i) and (j) above.

17.3. Defendants represent that there are approximately six hundred and fourteen (614) Settlement Class members, including the Plaintiffs.

17.4. If the Court approves Class Counsel's request for \$3,450,000.00 in attorneys' fees, costs, and expenses, the Settlement Administrator will distribute the Gross Settlement Fund, minus reasonable attorneys' fees, costs, and expenses,

among Plaintiffs and the Settlement Class as follows:

**Rule 23 Settlement Groups:**

- 17.4.1. Group 1: Group of 82 Plaintiffs and Settlement Class Members who were assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period for at minimum one day but no more than 60 days each shall receive \$4,112.50 (4.19 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).
- 17.4.2. Group 2: Group of 57 Plaintiffs and Settlement Class Members who were assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period for more than 60 days but not more than 120 days each shall receive \$8,000.00 (5.66 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).
- 17.4.3. Group 3: Group of 217 Plaintiffs and Settlement Class Members assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period of greater than 120 days but not more than 400 days each shall receive \$16,800.00, less \$2,500.00 for the one member of Group 3 who was assigned to Mobis and/or Kia after December 31, 2023 (45.26 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).
- 17.4.4. Group 4: Group of 258 Plaintiffs and Settlement Class Members who were assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period for more than 400 days each shall receive \$11,100.00, less \$2,500.00 for each of the 100 members of Group 4 who were assigned to Mobis and/or Kia after December 31, 2023 (32.47 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).

**FLSA Settlement Group**

- 17.4.5. FLSA Group: Single Group of 614 Plaintiffs and FLSA Collective Action Class Members who were assigned by Allswell to work at Mobis and/or Kia

Georgia's West Point locations during the class period shall receive \$30.00 for each week worked as shown by payroll data produced by Defendants before mediation, with the average FLSA payment being \$1,672.61, and the total FLSA payments are \$999,870.00 (12.42 percent of the Gross Settlement fund minus attorneys' fees, costs, and expenses). FLSA payments shall be made as one-half unpaid wages, with all required withholding and remittances made to the appropriate taxing authorities, and one-half liquidated damages. FLSA payments to the FLSA Group, are received in addition to amounts received as members of Groups 1, 2, 3, or 4.

17.5. The Settlement Administrator's distribution of gross amounts to Rule 23 Settlement Group Members will be reported to the IRS by issuance of appropriate IRS Forms 1099.

17.6. The Settlement Administrator shall distribute to Class Counsel the Court-approved amount of Class Counsel's fees, costs, and expenses upon receipt of payment of the Gross Settlement Fund.

17.7. If the Court approves Class Counsels' fees, costs, and expenses at an amount other than \$3,450,000.00, the amount distributed to the Settlement Class Members in Groups 1 through 4 and the FLSA Group above, shall be prorated according to number of Settlement Class Members and the percentages of the Gross Settlement Fund minus attorneys' fees, costs, and expenses set forth above.

17.8. If the Court approves the Settlement Agreement in all respects other than the plan of distribution to the Plaintiffs and Settlement Class members as set forth in Section 17.4, the Parties will amend this Agreement to comply with the

Court's order and/or guidance.

17.9. Settlement Class Members will have up to six (6) months from the Final Settlement Date to submit Settlement Distribution Information for payment of settlement funds.

17.10. The Settlement Administrator shall distribute Settlement Funds as provided herein to Settlement Class Members by hand, first class mail, a private delivery service such as UPS or FedEx, or by electronic/wire transfer to Settlement Class Members on or before the later of (1) sixty (60) days after the Final Settlement Date; or (2) sixty (60) days of receipt of Settlement Distribution Information. Distribution of Funds shall be made pursuant to Settlement Distribution Information that Class Counsel or their designated Settlement Administrator has received from Settlement Class Members or Defendants, except that Class Counsel or their designated Settlement Administrator may take reasonable steps to confirm and/or correct information in a Class Member's Settlement Distribution Information. If Settlement Funds are returned non-deliverable, the Settlement Administrator shall resend the Settlement Funds to any forwarding address, and/or make reasonable efforts to secure additional Settlement Distribution Information from the Class Member. Notwithstanding the foregoing sentence, Settlement Funds allocated to Settlement Class Members shall be deemed unpaid

if (a) the Settlement Class Member has not delivered Settlement Distribution Information to the Settlement Administrator on or before six (6) months after the Final Settlement Date; (b) Settlement Funds are returned undeliverable after two (2) mailing attempts and no other Settlement Distribution Information is provided; and (c) Checks for Settlement Funds to the Settlement Class Member remain uncashed for more than six (6) months after mailing by the Settlement Administrator.

17.11. On or about one (1) year after the Final Settlement Date, unpaid funds shall be distributed to Georgia Legal Services Program, Inc., a 501(c)(3) non-profit organization generally serving the interests of the Class. To the extent any funds, other than the payment of attorneys' fees, expenses, and costs provided for herein, are transferred from the Administrator to Class Counsel, said funds shall be maintained in an IOLTA Account pending distribution.

17.12. Class Counsel, their designated Settlement Administrator, and vendors assisting in distribution and identification of Settlement Distribution Information, and Defendants shall not be liable to any Settlement Class Member for unpaid funds so long as they substantially comply with the terms herein. Defendants shall have no liability for any errors or mistakes as to any payment of Settlement Funds made by Plaintiffs' counsel, any settlement administrator, or

their designees.

18. **Procedures for Presenting Objections.**

18.1. Settlement Class Members shall have the right to appear and show cause, if they have any, why this case should not be certified as a class action and/or why the proposed Settlement should not be approved by the Court. The right of a Class Member to object shall be deemed waived, however, and the objections shall not be heard, unless he, she, or it:

18.1.1. Signs and sends to the Settlement Administrator, by first class U.S. mail or an equivalent delivery method, a written statement of any objection he, she, or it may have to the settlement. The Settlement Administrator shall immediately email any Written Statements of Objection to all Class Counsel and Defense Counsel. Class Counsel shall then file any objection received by the Settlement Administrator with the Court within two (2) business days of its receipt by the Settlement Administrator.

18.2. The Written Statement of Objection must be signed by the Settlement Class Member making such objection and must include:

18.2.1. The Settlement Class Member's full name, email,

telephone number, and address, along with the copies of any documents the Settlement Class Member intends to rely upon and the names, telephone numbers, and addresses of any witnesses who will appear on the objecting Settlement Class Member's behalf at the Fairness Hearing, and the name of any counsel representing the objecting Settlement Class Member;

18.2.2. the title and case number of this Action;

18.2.3. a statement that the Written Statement of Objection is submitted in response to a Notice of Settlement in the Action; and

18.2.4. a brief statement of the substance and grounds for the objection.

18.3. All such Written Statements of Objection must be received by the Settlement Administrator, no later than eighteen (18) calendar days before the date set for the Fairness Hearing, which date shall be set forth in the Notice to be provided to Class Members. All such Written Statements of Objection must be received by the Court no later than fifteen (15) calendar days before the date set for the Fairness Hearing, which date shall be set forth in the Notice to be provided

to Class Members. The Settlement Administrator shall immediately email any Written Statements of Objection to all Class Counsel and Defense Counsel. Objections filed and served in accordance with the foregoing procedure may be considered by the Court regardless of whether the objecting Settlement Class Member appears personally or by counsel at the hearing to argue the same.

18.4. Any Settlement Class Member may appear at the Fairness Hearing by submitting a Notice of Intent to Appear with a timely Written Statement of Objection.

18.5. An objector may only file an objection on his or her behalf--not on behalf of some portion or sub-set of the Class--unless he or she has been appointed by the Court to do so. If the Court affords this right of representation to any Settlement Class Member, Defendants shall have the right to seek to modify, set aside, rescind, or terminate this Agreement.

19. **Procedures for Requesting Exclusion from the Settlement.**

19.1. Settlement Class Members shall have the right to exclude themselves from this Settlement. To do so, they must complete and return to the Settlement Administrator a Request for Exclusion. The Request for Exclusion must identify the Settlement Class Member seeking exclusion by their full name and current address. The Request for Exclusion must be signed, contain a statement to the effect that "I want to be excluded from the Settlement Class," and must be sent to the

Settlement Administrator by hand, by First Class U.S. Mail, or by an equivalent delivery method, received no later than fifteen (15) days before the date set by the Court for the Fairness Hearing. The Settlement Administrator shall immediately email any Requests for Exclusion to all Class Counsel and Defense Counsel.

19.2. Requests seeking to exclude a class of persons are invalid and will not be accepted.

19.3. Requests for Exclusion not received by the date set forth in this Paragraph shall not be accepted, and those persons will be included in the Settlement Class and will be bound by the terms of this Settlement Agreement if approved by the Court, including without limitation the judgment ultimately rendered in the case.

19.4. Right to Rescission: In the event 15% or more of the Settlement Class Members who were assigned to perform work for Kia Georgia opt-out of the Settlement, Defendant Kia Georgia shall have the right, in its sole discretion, to rescind the Settlement as it applies to Kia Georgia and without prejudice to the rights of the other parties to continue with the settlement.

In the event 15% or more of the Settlement Class Members who were assigned to perform work for Mobis opt-out of the Settlement, Defendant Mobis shall have the right, in its sole discretion, to rescind the Settlement as it applies to

Mobis and without prejudice to the rights of the other parties to continue with the settlement.

In the event 15% or more of all Settlement Class Members, individually or collectively, opt-out of the Settlement, all Defendants shall have the right, in their sole discretion, to rescind the Settlement and without prejudice to the rights of the other parties to continue with the settlement.

20. **Covenants of Class Counsel.**

20.1. Class Counsel acknowledge that the following conduct would constitute a conflict of interest with the interests of the Settlement Class, which they purport to represent, and with the position Class Counsel has taken as to the fairness and reasonableness of the Class Settlement: the representation of any persons or entities (i) who are Settlement Class Members and who challenge in any way the settlement; (ii) who may later claim at some date that they were not bound by the terms of the Class Settlement for any reason; or (iii) who may claim that the Release of Claims provision in the Class Settlement does not bar their claims.

20.2. Notwithstanding the foregoing covenants, the Parties acknowledge that Class Counsel may hereafter represent clients who have claims different from the Class Claims embraced by this Settlement, with respect to any other disputes with Defendants.

21. **Failure to Obtain Final Court Approval.**

21.1. If the Parties' agreed upon Final Order is not entered, or if the Settlement Agreement is not finally approved and consummated on the material terms agreed to by the Parties, or if the Final Order is reversed on appeal, or if appealed, the Final Order is not affirmed in all material respects, the Settlement Agreement shall be null and void for all purposes. However, the Parties may agree to go forward with the Settlement under modified terms. If the Parties elect to exercise this right, they must do so in writing, with copies provided to the Court, within seven (7) days of any such order.

22. **Best Efforts.**

22.1. The Parties and their legal counsel shall use their best efforts to cause the Court to give preliminary approval to the Settlement Agreement as promptly as possible and to take all steps contemplated by the Settlement Agreement to effectuate the Settlement Agreement on the stated terms and conditions and, further, to obtain final approval of the Settlement Agreement. Specifically, the Plaintiffs and Class Counsel agree (a) to recommend the Settlement Agreement as being in the best interests of the Class Members under the circumstances, (b) to oppose any objections, and (c) not to cooperate with objectors or their counsel. No Settlement Class Member, however, other than the Plaintiffs, shall be precluded from questioning or objecting to the proposed settlement at the hearing for final

approval thereof by the Court notwithstanding Class Counsel's recommendation, provided that the procedure for objections ordered by the Court is followed. Plaintiffs and Class Counsel, however, agree not to solicit, request, or advise Class Members to object to the settlement or to arrange representation for Class Members objecting to the settlement.

22.2. No Party will institute, participate in, or encourage any appeal from an order implementing the Settlement Agreement; provided, however, any Party shall have the right to appeal an order which is materially different from the terms of the Settlement Agreement, or which alters the consideration to be given by or to any Party or to Class Counsel.

23. **Warranties and Representations.**

23.1. Plaintiffs, by and through their Class Counsel, warrant and represent to Defendants that they have not conveyed, pledged, transferred, hypothecated, or in any manner encumbered or assigned the Class Claims to any other natural person, firm, corporation, partnership, joint venture, trust or estate, business, association, or any form of legal entity. Counsel for the Parties also warrant that the Settlement Agreement has been entered into in good faith, following extensive negotiations, and that no conflicts of interest exist on their part.

24. **Continuing Jurisdiction of the Court.**

24.1. Without affecting the finality of the Final Order and Judgment, for

purposes of appeal, the Court will retain exclusive jurisdiction over the interpretation, administration, effectuation, implementation, and enforcement of the Settlement Agreement. Further, any breach of the Settlement Agreement or violations of orders of the Court in regard to this litigation and Settlement shall not automatically affect the validity of the Settlement Agreement, any final judgment entered by the Court, or any release hereunder. Instead, any person making allegations of breach shall bring such allegation to the Court. If the Court determines there was a breach, it may assess damages against the Party causing the breach, including legal fees and costs reasonably incurred by the non-breaching Party as a consequence of the breach.

25. **Return and Destruction of Discovery Materials.**

25.1. Within 30 days after the conclusion of the Settlement Class distribution period, Plaintiffs and Class Counsel must: (a) return to Defendant's Counsel any and all documents in their possession, custody, or control which have been produced to them for settlement discussions in this case, or (b) destroy such documents. On request from Defendants, Class Counsel must certify in writing that they and Plaintiffs are in compliance with this requirement.

26. **Non-Cooperation with Other Counsel.**

26.1. Plaintiffs and Class Counsel agree not to share with other counsel or

persons any other documents produced to them pursuant to settlement discussions in this Action, unless required by law to do so.

27. **Attorneys' Fees and Expenses.**

27.1. Class Counsel reserve the right to petition the Court for an award of attorneys' fees and expenses to be paid from the settlement fund. Class Counsel agree not to seek an award in excess of the total amount of \$3,450,000.00 in attorneys' fees, expenses, and costs from Defendants, from any Settlement Class Member, or from any other third party except TESS and related individuals and/or entities. So long as the petition for fees and expenses does not exceed the total amount of \$3,450,000.00. Defendants agree not to oppose the petition or object to the fees requested. This amount shall cover any claims for fees and expenses of Class Counsel in this case (or of other counsel who have provided assistance to Class Counsel). Under no circumstances shall Defendants be responsible to pay any additional expenses or attorneys' fees or incentive payments in settlement of this Action to Class Counsel or any other person, entity, or firm.

27.2. Class Counsel and Defendants agree that the Settlement Class shall not be liable for any attorneys' fees or costs (except for any attorney that a Class Member may hire to submit objections or requests for exclusion from the Settlement). Failure by the Court to grant any fee and expense petition by Class Counsel in the amount and manner sought by Class Counsel shall not affect or

vitate any other provision of this Settlement Agreement or the finality of the Final Order and Judgment, nor shall it affect or relieve Class Counsel's obligations hereunder to use their best efforts to affect the consummation and implementation of this Settlement Agreement.

27.3. Plaintiffs and Class Counsel represent that the fees and expenses petitioned for includes all persons (natural or legal) having any interest in any award of attorneys' fees and costs in connection with this Action. Plaintiffs and Class Counsel warrant that any award of fees/costs shall include within its scope all attorneys and law firms with a financial interest in any such award.

27.4. Class Counsel must submit their motion for an award of fees, costs, and expenses no later than thirty (30) days before the Fairness Hearing.

27.5. Class Counsel is solely responsible for distributing any attorneys' fees and expenses award to and among all attorneys that may claim entitlement to attorneys' fees or costs in this Action. It is a condition to this Settlement Agreement that Defendants shall not be liable to anyone else for any attorneys' fees or costs, or any claim by any other counsel or Class Member for additional attorneys' fees, costs, or expenses relating in any way to this Action or this Settlement.

28. **Medicare.**

28.1. Plaintiffs do not allege claims for personal injuries in this lawsuit and

do not allege that they suffered personal injury in this lawsuit.

28.2. This settlement is based on a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law. It is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility for medical treatment to Medicare in contravention of the Medicare Secondary Payor Act, 42 U.S.C. Sec. 1395y(b).

28.3. Each Settlement Class Member will represent and warrant that either:

28.3.1. The Settlement Class Member warrants that he/she is not a Medicare beneficiary as of the date of signing the Settlement Distribution Form, nor does he/she reasonably anticipate becoming a Medicare beneficiary within 30 months of executing this Agreement. Because the Settlement Class Member is not a Medicare recipient as of the date of the Settlement Distribution Form, no conditional payments have been made to Medicare; OR

28.3.2. The Settlement Class Member has advised that they are a Medicare beneficiary. The Settlement Class Member

warrants that Medicare has not paid any medical expenses alleged to be related to the subject of the claim.

28.4. Defendants will report this Agreement to the Centers for Medicare and Medicaid Services (CMS) pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). To the extent CMS or its third-party contractor determines that conditional payments exist as to all or a portion of the settlement amounts referenced in paragraph 17 above, the Settlement Class Member will acknowledge that they are responsible for resolution and/or full satisfaction of those conditional payments.

28.5. The Parties have considered Medicare's interests in this Agreement and determined that an allocation for potential future Medicare-covered expenses is not required pursuant to the policy and procedure established by CMS Memoranda to protect Medicare's interests, as required by the Medicare Secondary Payer Statute. The Settlement Class Member warrants that there are no future Medicare-covered treatments or prescriptions prescribed or reasonably expected related to the injuries alleged in this claim; therefore, no allocation is required or being established.

28.6. This Agreement is based upon a good faith determination of the

Parties in order to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the terms of this Agreement adequately consider Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b).

28.7. The Parties acknowledge and understand that any present or future action or decision by Medicare on this settlement, or each Settlement Class Members' eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement. To the extent CMS or its third-party contractor determines that conditional payments exist as to all or a portion of the settlement proceeds, each Settlement Class Member acknowledges that he/she is responsible for resolution and/or full satisfaction of those conditional payments.

28.8. In addition to and without limiting any other language in this Agreement or outlined above, each Settlement Class Member who seeks and receives payment pursuant to the Settlement shall agree before receiving payment to indemnify and hold harmless Defendants, its attorneys and insurer(s) from any and all Medicare or Medicaid claims regarding that Settlement Class Member that have been or may in the future be related to, arise out of or are in connection with

the Medicare Secondary Payer Act or any other related law. This indemnification obligation includes all damages and costs incurred by Defendants, and/or its attorneys and/or insurer(s), including but not limited to attorneys' fees, fines and penalties, multipliers, costs, interest, expenses, and judgments.

29. **Miscellaneous Provisions and Reservations.**

29.1. The responsibilities of each and all of Defendant SPJ, Defendant Allswell, and Defendant Lee under this Settlement Agreement shall be personally guaranteed by Defendant Lee, and by a separate guarantee of performance by Moveret, Inc. These guarantees will be provided to Plaintiffs and delivered to all counsel by counsel for Defendant Allswell and Defendant Lee no more than five (5) days following the Court's preliminary approval of this Settlement.

29.2. Mobis, Kia Georgia, and Allswell are equally responsible for payment of all mediation costs.

29.3. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and nothing in this Agreement nor any action taken to effectuate this Agreement, is intended to be an admission or concession of liability of any Party of the validity of any claim.

29.4. This Agreement is entered into only for purposes of settlement. In the event that Final Approval of this Agreement and this Settlement does not occur for any reason, including without limitation, if such Final Approval is reversed on

appeal, this Agreement shall become null and void. In that event, the Parties shall be absolved from all obligations under this Agreement, and this Agreement, any draft thereof, and any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions leading to the execution of this Agreement shall have no effect and shall not be admissible evidence for any purpose. Any orders entered pursuant to the Settlement shall be null and void, shall not be an adjudication of any fact or issue for any purpose other than the effectuation of this Agreement, and shall not be considered as law of the case, *res judicata*, or collateral estoppel in this or any other proceeding. In addition, the status of the Action shall revert to the court it was in prior to settlement, and the agreements contained herein shall be null and void; provided, however, that the Parties shall cooperate in requesting the Court to set a new scheduling order such that neither Party's substantive or procedural rights are prejudiced by the attempted Settlement.

29.5. To the extent not governed by federal law or by the Federal Rules of Civil Procedure, this Agreement shall be interpreted and enforced in accordance with Georgia law. The exclusive venue and jurisdiction for any dispute regarding the interpretation, breach or enforcement of this Agreement are vested in the U.S. District Court for the Northern District of Georgia.

29.6. The Settling Parties agree and stipulate that this Agreement was negotiated on an “arms-length” basis between parties of equal bargaining power. This Agreement shall be deemed to have been drafted jointly by the Parties and their Counsel, and any rule that ambiguities in a document shall be interpreted against the drafter shall not apply to this Agreement.

29.7. The waiver by one Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement.

29.8. This Settlement Agreement shall inure to the benefit of (and shall be binding upon) the respective heirs, successors and/or assigns of the Parties, and the Released Parties shall be deemed to be intended third-party beneficiaries of this Settlement Agreement, and once approved by the Court, of the Settlement.

29.9. With the exceptions of non-parties who are covered by the releases in Paragraph 15, this Settlement Agreement may not be relied upon for any purpose by, or create any rights in, any person who is not a Settlement Class Member, as that term is defined herein in Paragraph II.

29.10. No litigation class will be certified in whole or in part because of this Agreement. Defendants will not be deemed to have consented (and will not be estopped to oppose) the certification of any class for purposes of litigation by

virtue of its having entered into this Agreement for certification of a class for settlement purposes only. Defendants, moreover, affirmatively reserve all of their defenses to class certification and to the merits of Plaintiffs' claims.

29.11. This Settlement Agreement shall become effective upon its execution by all Parties and by counsel for all Parties (as to form and procedure). The Parties may execute this Settlement Agreement in counterparts and/or by electronic signature. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

29.12. The Plaintiffs, Defendants, and Class Counsel each represent and warrant that they are fully authorized to enter into this Settlement Agreement and to carry out the obligations provided for herein. Each person executing this Settlement Agreement, on behalf of a Party, covenants, warrants and represents that she/he is and has been fully authorized to do so by such Party. The Parties hereto further represent and warrant that they intend to be bound fully by the terms of this Settlement Agreement.

29.13. Any inconsistency between this Agreement and the attached Exhibits will be resolved in favor of this Agreement.

29.14. If a Party breaches the Agreement or the terms of any of the

representations and warranties in this section, it shall be fully liable for all damages it caused, including legal fees and costs reasonably incurred as a consequence of the breach, to any adversely affected Party. The adversely affected Party may institute a proceeding before the Court in this Action to recover all sums due and owing under this paragraph, and to seek additional equitable relief as the Court deems proper and just, and the Court shall retain jurisdiction over this matter to entertain such proceedings. But if one Party to this Agreement considers the other Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice and a twenty (20) day opportunity to cure the breach before bringing action in Court to enforce any rights under this Agreement, during which any prescription period shall be tolled.

29.15. This Settlement Agreement shall be binding upon and inure to the benefit of the Class Plaintiffs, the Settlement Class Members, Defendants, as well as their respective heirs, representatives, executors, predecessors, successors and assigns, and upon any corporations or other entities with which they may merge or consolidate. This Settlement Agreement excludes TESS and related individuals and/or entities.

29.16. In the event any one or more of the provisions contained herein shall for any reason be held illegal, invalid, or unenforceable in any respect, each

illegality, invalidity, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such illegal, invalid, or unenforceable provisions had never been included in this Agreement.

29.17. Prior to the entry of the Final Order and Judgment, the terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval by the Court; provided, however, that after entry of the Final Order and Judgment, the Parties by mutual agreement may effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval of the Court if such changes are not materially inconsistent with the Court's Final Order and Judgment and do not materially limit, or materially and adversely affect, the rights or obligations of the Settlement Class Members under this Agreement.

29.18. The headings used in this Settlement Agreement are for the purposes of convenience and do not constitute part of the Settlement Agreement, and no heading shall be used to help construe the meaning of the Settlement Agreement.

29.19. Whenever any written notice is required by the terms of this Agreement or by an order of the Court, it shall be sent by e-mail and first-class

mail to the counsel listed below at the addresses also listed below on the signature pages.

29.20. Plaintiffs and Settlement Class Members understand that nothing contained in this Agreement limits their ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Occupational Safety and Health Administration, the Department of Justice, the Securities and Exchange Commission, the Environmental Protection Agency, or any other federal, state or local governmental agency or commission (“Government Agencies”). Plaintiffs and Settlement Class Members further understand that this Agreement does not limit their ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies, including providing documents or other information, without notice to any and all Defendants. Plaintiffs and Settlement Class Members understand that this Agreement does not limit their ability to make any disclosures that are protected under any Whistleblower provision of local, state or federal law. This Agreement does not limit Plaintiffs’ and Settlement Class Members’ rights to receive a Whistleblower Award for information provided to Government Agencies. This Agreement does not in any way preclude, prevent, or constitute an agreement to dismiss any Plaintiff’s or Settlement Class Member’s

claim for workers' compensation or any lawsuit against an individual or entity other than Defendants, as defined herein, arising out of any alleged injury the Plaintiff or Settlement Class member may have suffered.

29.21. Plaintiffs and Settlement Class Members understand and agree that to the extent any tax liability may now or hereafter become due because of the consideration provided pursuant to this Agreement, such liability shall be their sole responsibility. On behalf of Plaintiffs and Settlement Class Members, their heirs, executors, administrators, successors and assigns, Plaintiffs and Settlement Class Members agree to pay any taxes, penalties or interest that may be determined to be due and payable as a result of the payments set forth in this Agreement. Plaintiffs and Settlement Class Members agree to indemnify and hold Defendants harmless for any such taxes, penalties or interests. This provision does not release Defendants from any tax obligations Defendants may have independent of Plaintiffs' and Settlement Class Members' tax liability.

29.22. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time under this Agreement, the last day of the period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event, the period shall run to the next day that is not one of those days.

29.23. The Parties acknowledge and agree that the only promises or representations made to them about this Agreement are contained herein. The Parties further acknowledge and agree that they are not relying on any promises or representations not contained herein and that this Agreement constitutes a full and complete settlement regardless of the adequacy or inadequacy of any amount or benefits provided hereunder, and that this Agreement is intended to be and is a final and complete Agreement. To the extent that this Settlement Agreement differs in any manner whatsoever from prior written or oral agreements regarding the subject matter hereof, the terms and conditions of this Settlement Agreement shall control. No modification may be made to this Agreement unless in writing and signed by the Parties and a duly authorized representative of each Defendant.

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS OF THE \_\_ DAY OF SEPTEMBER, 2025.

THE PLAINTIFFS

THE DEFENDANTS

  
\_\_\_\_\_

Jorge oswaldp.aquino.martinez (Nov 7, 2025 16:39:22 PST)

Jorge Oswaldo Aquino Martinez

Date: 11/07/2025



Elvis Nahum Cruz Vasquez (Nov 7, 2025 16:10:25 EST)

Elvis Nahum Cruz Vasquez

Date: 11/07/2025



Heber Alfonso Zapata Contreras (Nov 7, 2025 13:59:41 EST)

Heber Alfonso Zapata Contreras

Date: 11/07/2025

Isidro Arellano Chihuahua

Date: \_\_\_\_\_



Jose Maria Ramirez Morales (Nov 7, 2025 13:19:23 CST)

Jose Maria Ramirez Morales

Date: 11/07/2025



Luis Adrian Salazar Lozano (Nov 7, 2025 13:06:12 CST)

Luis Adrian Salazar Lozano

Date: 11/07/2025

V.O.C

Veronica Olan Castillo (Nov 7, 2025 13:09:05 CST)

Veronica Olan Castillo

Date: 11/07/2025

\_\_\_\_\_  
Title:  
Mobis Alabama, LLC d/b/a  
Hyundai Mobis

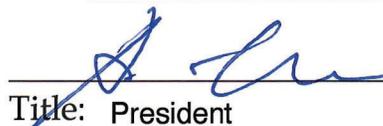
Date: \_\_\_\_\_

\_\_\_\_\_  
Title:  
Kia Georgia, Inc.  
Date: \_\_\_\_\_



Title: CEO  
GB2G, Inc. d/b/a Allswell

Date: 11/10/2025



Title: President  
SPJ Connect, Inc.

Date: 11/10/2025



Youngiin Lee

Date: 11/10/2025

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS OF THE \_\_ DAY OF SEPTEMBER, 2025.

**THE PLAINTIFFS**

**THE DEFENDANTS**

\_\_\_\_\_  
Jorge Oswaldo Aquino Martinez

Date:\_\_\_\_\_

\_\_\_\_\_  
Title:

Mobis Alabama, LLC d/b/a  
Hyundai Mobis

\_\_\_\_\_  
Elvis Nahum Cruz Vasquez

Date:\_\_\_\_\_

\_\_\_\_\_  
Date:\_\_\_\_\_

\_\_\_\_\_  
Heber Alfonso Zapata Contreras

Date:\_\_\_\_\_

\_\_\_\_\_  
Title:

Kia Georgia, Inc.

Date:\_\_\_\_\_

\_\_\_\_\_  
Isidro Arellano Chihuahua

Date: 11-07-2025

\_\_\_\_\_  
Title:

GB2G, Inc. d/b/a Allswell

Date:\_\_\_\_\_

\_\_\_\_\_  
Jose Maria Ramirez Morales

Date:\_\_\_\_\_

\_\_\_\_\_  
Title:

SPJ Connect, Inc.

Date:\_\_\_\_\_

\_\_\_\_\_  
Luis Adrian Salazar Lozano

Date:\_\_\_\_\_

\_\_\_\_\_  
Youngiin Lee

Date:\_\_\_\_\_

\_\_\_\_\_  
Veronica Olan Castillo

Date:\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS OF THE \_\_ DAY OF SEPTEMBER, 2025.

**THE PLAINTIFFS**

**THE DEFENDANTS**

\_\_\_\_\_  
Jorge Oswaldo Aquino Martinez  
Date:\_\_\_\_\_

\_\_\_\_\_  
  
Title: CZO  
Mobis Alabama, LLC d/b/a  
Hyundai Mobis

\_\_\_\_\_  
Elvis Nahum Cruz Vasquez  
Date:\_\_\_\_\_

Date: 11/5/2025

\_\_\_\_\_  
Heber Alfonso Zapata Contreras  
Date:\_\_\_\_\_

\_\_\_\_\_  
Title:  
Kia Georgia, Inc.  
Date:\_\_\_\_\_

\_\_\_\_\_  
Isidro Arellano Chihuahua  
Date:\_\_\_\_\_

\_\_\_\_\_  
Title:  
GB2G, Inc. d/b/a Allswell  
Date:\_\_\_\_\_

\_\_\_\_\_  
Jose Maria Ramirez Morales  
Date:\_\_\_\_\_

\_\_\_\_\_  
Title:  
SPJ Connect, Inc.  
Date:\_\_\_\_\_

\_\_\_\_\_  
Luis Adrian Salazar Lozano  
Date:\_\_\_\_\_

\_\_\_\_\_  
Youngiin Lee  
Date:\_\_\_\_\_

\_\_\_\_\_  
Veronica Olan Castillo  
Date:\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS OF THE \_\_ DAY OF NOVEMBER, 2025.

**THE PLAINTIFFS**

**THE DEFENDANTS**

\_\_\_\_\_  
Jorge Oswaldo Aquino Martinez  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title:  
Mobis Alabama, LLC d/b/a  
Hyundai Mobis

\_\_\_\_\_  
Elvis Nahum Cruz Vasquez  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



\_\_\_\_\_  
Heber Alfonso Zapata Contreras  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: *Pres & CEO*

Kia Georgia, Inc.

Date: *11/10/25*

\_\_\_\_\_  
Isidro Arellano Chihuahua  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title:  
GB2G, Inc. d/b/a Allswell

\_\_\_\_\_  
Jose Maria Ramirez Morales  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Luis Adrian Salazar Lozano  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title:  
SPJ Connect, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Veronica Olan Castillo  
Date: \_\_\_\_\_

\_\_\_\_\_  
Youngiin Lee

Date: \_\_\_\_\_

**Exhibit A**  
**To Settlement Agreement**

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT AND HEARING**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- You are receiving this Notice because you have been identified as a TN visa holder who was recruited by Total Employee Solution Support, LLC (“TESS”), SPJ Connect, Inc. (“SPJ”), or GB2G, Inc. d/b/a Allswell (“Allswell”), were assigned by Allswell to work at Defendant Kia Georgia, Inc.’s (“Kia Georgia”) or Defendant Mobis Alabama, LLC d/b/a Hyundai Mobis’s (“Mobis”) West Point, Georgia locations and received wages from Allswell at any time during the period August 11, 2018 through the present. A purported class action was filed against Mobis, Kia Georgia, Allswell, SPJ, Youngjin Lee (“Lee”), and TESS, (collectively referred to as “Defendants”), alleging that they misrepresented the terms of the jobs offered to you and other workers, and violated state and federal statutes.
- You may be eligible to receive an approximate payment of between \$4,100.00 and \$16,800.00 from the class action.
- The settlement resolves a lawsuit asserting claims against the Defendants’ recruiting, employment, and workplace practices concerning TN visa holders.
- The two sides disagree about whether these recruiting, employment, and workplace practices were proper. The parties have agreed to resolve their dispute by a settlement.
- Your legal rights are affected. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Remain in the Settlement Class</b>	<p>If you wish to remain in the lawsuit, you do not have to do anything now. But if the Settlement is later approved, you will need to provide information as to how and where you would like to receive your settlement payment. You may provide this information using the Settlement Distribution Form at the end of this Notice The lawyer contact information is set out in Paragraph 11 below for more information about this process. If you remain in the settlement, you will release claims against the lawsuit defendants in exchange for payment. THE FOLLOWING PAGES PROVIDE MORE INFORMATION ABOUT THE SETTLEMENT AND WAYS TO GET IN TOUCH WITH THE LAWYERS.</p>

<b>Exclude Yourself</b>	Get no benefit from the settlement. This is the only option that allows you to be part of any other lawsuit against these Defendants that arise out of your assignment to, recruitment to, relationship with or employment with Defendants, individually or collectively.
<b>Object</b>	Write to the Court about why you don't like the settlement.
<b>Go To a Hearing</b>	Ask to speak in Court about the fairness of the settlement.

The rights and options — **and the deadlines to exercise them** — are explained in this notice.

The Court still has to decide whether to approve this settlement, which may take some time. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this notice package?

You are receiving this notice because it has been determined that you may be a member of a Settlement Class consisting of certain individuals identified as TN visa holders who were recruited by TESS, SPJ, or Allswell, assigned by Allswell to work at either Mobis or Kia Georgia at their West Point, Georgia locations and received wages from Allswell at any time during the period of August 11, 2018 through the present.

As such, the Court has approved this Notice because you have a right to know about a proposed settlement of the class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are currently available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, Newnan Division, the Honorable Leigh Martin May or other District Judge as assigned, presiding. The case is titled *Martinez v. Mobis Alabama, LLC et al*, Civil Action No. 3:2022-cv-00145-LMM (N.D. Ga.) (“Civil Action”). The people (former workers) who sued are called the Plaintiffs, and the employers, facility owners/operators, and recruiters are called the Defendants.

### 2. What is the lawsuit about?

Plaintiffs alleged they are Mexican nationals and non-U.S. citizens who actively sought job opportunities in the United States. Plaintiffs allege that Allswell, SPJ, and TESS caused to be posted job openings to work for Allswell at Mobis and Kia Georgia and Allswell assisted Plaintiffs in procuring TN visas from the U.S. Consulate to work in the United States. Plaintiffs allege that during the recruitment and hiring process, Defendants caused misrepresentations to be made to Plaintiffs and the U.S. Consulate regarding the work Plaintiffs would perform in the United States and the wages they would receive. Plaintiffs allege that Defendants violated the federal and Georgia RICO statute and violated federal wage laws under the Fair Labor Standards Act.

Defendants deny Plaintiffs’ allegations and assert they did nothing wrong. Defendants claim they acted in conformity with the law in all respects in connection with their practices regarding the recruitment, employment, and placement of TN Visas and their holders. Defendants deny, and continue to deny, any and all wrongdoing, as well as any and all allegations that Plaintiffs or the Settlement Class Members have suffered any damage whatsoever, have been harmed in any way, or are entitled to any relief as a result of any conduct on the part of Defendants as alleged by Plaintiffs in the Action.

This Notice is to inform you that there has been a proposed settlement reached in the lawsuit. The Notice does not imply that there has been any finding of any violation of the law by Defendants or that recovery could be had in a certain amount. Although the Court has authorized Notice to be given of the proposed settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

### **3. Why is this a class action?**

Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding. Representative Plaintiffs (“Class Representatives”) are named in the lawsuit to assert the claims of the entire class. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way. Class actions provide a vehicle whereby people with similar claims are treated alike. In a class action, the court is guardian of the class interests and supervises the prosecution of the class claims by lawyers for the Class Representatives and the Class (the lawyers are called “Class Counsel”) to assure that the representation is adequate. Class members are not individually responsible for the costs or fees of counsel, which are subject to court award.

### **4. Why is there a settlement?**

Settlement Class Counsel have investigated the facts and applicable law regarding the Class Representatives’ claims and Defendants’ defenses. The parties have engaged in lengthy and “arms-length” negotiations in reaching this settlement and have employed the services of a highly skilled professional mediator. The Plaintiffs and Class Counsel believe that the proposed settlement is fair, reasonable and adequate and in the best interests of the class. Both sides agree that, by settling, Defendants are not admitting any liability, any underlying factual allegations, or that they did anything wrong, including violating any applicable laws or regulations, but both sides want to avoid the uncertainties and substantial cost in time and money normally involved in litigation of this type. The Court has not decided this case in favor of the Plaintiffs or Defendants, individually or collectively.

## **Who Is in the Settlement**

### **5. How do I know if I am a Class Member and part of the settlement?**

You are entitled to receive benefits from this settlement if you are a Class Member. You are a part of the settlement if you fall within the following class description:

**All individuals who, between August 11, 2018 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Kia Georgia’s or Mobis’ West Point Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.**

You are excluded from the class if you do not fit within the above definition.

**6. I’m still not sure if I am included.**

If you are still not sure whether you are included, you may contact the Settlement Administrator, Atticus Administration (“Atticus” or “Settlement Administrator”) or Class Counsel (the lawyers for the class members) at the address listed in Paragraph 14 below. **PLEASE DO NOT CALL THE COURT.**

## **The Settlement Benefits - What You Get**

**7. What does the settlement provide?**

The Settlement includes two parts, and provides for payment of \$11,500,000.00, including attorneys’ fees and costs. The two settlement parts are: (1) an “FLSA Settlement” for alleged wage violations with average payments of \$1,672.61; and (2) a Rule 23 Settlement for alleged fraud with payments ranging from \$4,112.50 to \$16,800.00 in U.S. dollars. If you are a class member, you are entitled to recover under both the FLSA Settlement and the Rule 23 Settlement.

**1. FLSA Settlement:** settlement amounts depend on how many weeks you were assigned to work at Mobis or Kia Georgia in the period August 11, 2019 through the present. You will receive \$30.00 per week that you were assigned to work at the Defendant Kia Georgia’s or Defendant Mobis’ West Point, Georgia locations. The average class member worked approximately 54 weeks, so the average payment to class members is approximately \$1,672.61.

One-half of what you receive as part of the FLSA settlement will be payment as past “wages” for tax purposes, which will be taxed as W-2 income, with all required withholding and remittances made to the appropriate taxing authorities. One-half will be considered “liquidated damages,” which is an extra amount that is not considered wages for tax purposes, which will be taxed as 1099 income. None of Class Counsel, Defendants, Defendants’ Counsel, the Settlement Administrator, nor the Court can answer questions or provide any legal advice about your tax responsibilities. You should direct any tax-related questions to a qualified tax advisor.

**2. Rule 23 Settlement:** settlement amounts depend on which of four groups the settlement class member belongs to, and whether you were assigned to work at Kia Georgia or Mobis after December 31, 2023. The below explains what each group member receives based on the number of days worked:

1. Group 1: Group of 82 Plaintiffs and Settlement Class Members assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period for at minimum one day but no more than 60 days each shall receive \$4,112.50 (4.19 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).
2. Group 2: Group of 57 Plaintiffs and Settlement Class Members assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period for more than 60 days but not more than 120 days each shall receive \$8,000.00 (5.66 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).
3. Group 3: Group of 217 Plaintiffs and Settlement Class Members assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period of greater than 120 days but not more than 400 days each shall receive \$16,800.00, less \$2,500.00 for the one member of Group 3 who was assigned to Mobis and/or Kia after December 31, 2023 (45.26 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).
4. Group 4: Group of 258 Plaintiffs and Settlement Class Members were assigned by Allswell to work at Mobis and/or Kia Georgia's West Point locations during the class period for more than 400 days each shall receive \$11,100.00, less \$2,500 for the 100 members of Group 4 who were assigned to Mobis and/or Kia after December 31, 2023 (32.47 percent of the Gross Settlement Fund minus attorneys' fees, costs, and expenses).

Each Rule 23 payment will be reported to the IRS as 1099 income reported with IRS Form 1099. Neither Class Counsel, Defendants, Defendants' Counsel, Atticus, nor the Court can answer questions or provide any legal advice about your tax responsibilities. You should direct any tax-related questions to a qualified tax advisor.

IF YOU HAVE QUESTIONS ABOUT WHICH GROUP YOU MAY BELONG TO, PLEASE FEEL FREE TO CALL ATTICUS OR CLASS COUNSEL.

## How You Receive Settlement Benefits

### 8. How can I get this benefit?

If you wish to receive a payment under the Settlement, you must send a fully completed Settlement Distribution Form to Atticus. The Form requires that you (1) identify the name and address of the person to whom the settlement payment should be sent; (2) provide your date of birth, gender, social security number (if any), whether you are a permanent resident or U.S. Citizen, whether you held a TN visa, and full name as well as other related information; and (3) sign the Form. You can send the form by email, attached to WhatsApp, or by mail to Atticus. Atticus's address information is below. Payments are not

expected to be sent for at least five (5) months.

If you change your address before you receive payment, you need to provide your updated Settlement Distribution information to Atticus.

The Settlement Distribution Form will require you to state whether you are a Medicare beneficiary or anticipate becoming one within 30 months of signing the Settlement Distribution Form. If you are a Medicare/Medicaid beneficiary, then you will be required to provide confirmation from Centers for Medicare and Medicaid Services that there is no lien against you and your date of birth, gender, and social security number will be provided to Defendants for Defendants use in complying with their Medicare/Medicaid reporting obligations. It is very unlikely that you are a Medicare beneficiary because only United States Citizens or permanent residents who have resided in the United State for five years are Medicare beneficiaries. **Please contact Class Counsel if you do not understand this question or if you believe that you may be a Medicare beneficiary.**

Atticus, on behalf of the lawyers representing the Settlement Class (“Class Counsel”), will contact you if you do not send the Settlement Distribution Form. Any questions about how to send information to receive the settlement can be directed to Atticus or the Class Counsel identified in Paragraph 14 (“LAWYERS REPRESENTING YOU”) below.

Atticus or Class Counsel may also require additional information or documents from you to confirm your identity, the location to which your share of the settlement payment should be sent, and the manner of providing that payment.

**9. When would I get my benefit?**

The Court will hold a hearing on [REDACTED], 2026 to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. Any payments to Settlement Class Members will only be made after the Settlement is finally approved and after any appeal is resolved or if no one appeals and the time to appeal expires. This may take many months to occur, so please be patient.

**10. What am I giving up to get a benefit or stay in the class?**

Upon the Court’s final approval of the settlement, the class members who do not exclude themselves will release and forever discharge Defendants, all of their predecessors in interest, successors in interest, and any of their parents, subsidiaries, divisions or affiliates, and their officers, directors, employees, trustees, principals, attorneys, insurers, agents, representatives, vendors, shareholders, partners, limited partners, as well as any person acting or purporting to act on their behalf, from any and all claims, demands, debts, liabilities, actions, causes of action, obligations, damages, losses, and costs, relating in any way to or arising out of Defendants’ practices or conduct with respect to the class members recruitment, hiring, employment, and placement with or by Defendants.

On [REDACTED], 2026, the Court entered a preliminary injunction barring and enjoining all Settlement Class Members from commencing or prosecuting any court actions asserting the settled claims, either directly, representatively, derivatively or in any other capacity, against Defendants, pending the final determination of whether this settlement should be approved. In order to file your own separate lawsuit or action asserting any of the settled claims against Defendants, you must exclude yourself from the settlement now. The Released Claims are also described more fully in Paragraph 15 of the Class Action Settlement Agreement, which Settlement Class Members' lawyers whose contact information is provided Section 14 will provide to you on request. The Class Action Settlement Agreement also is filed in the matter *Martinez v. Mobis Alabama, LLC et al*, Civil Action No. 3:2022-cv-00145-LMM (N.D. Ga.).

## Excluding Yourself from the Settlement

### 11. How do I get out of the settlement?

If you choose to be excluded from the Settlement Class, you will not be bound by any judgment or other final disposition of the lawsuit. You will not receive any payment from the settlement, and you will retain any claims against Defendants you might have. To request exclusion, you must state in writing your desire to be excluded from the Settlement Class. You must sign your request for exclusion personally or by legal counsel. Requests seeking to exclude a class of persons are invalid and will not be accepted. Your request must include: (1) your full name and current address; (2) your signature; and (3) a specific statement that "I want to be excluded from the Settlement Class." **This request for exclusion must be sent by first class mail or equivalent delivery method, received on or before [REDACTED], 2026, addressed to:**

Martinez v. Mobis Alabama, LLC et al.  
c/o Atticus Administration  
P.O. Box 64053  
Saint Paul, MN 55164

The Settlement Administrator shall immediately email any Requests for Exclusion to all Class Counsel and Defense Counsel.

**If the request is not received on or before [REDACTED], 2026, your request for exclusion will be invalid, and you will be included in the Settlement Class automatically.** If you are not excluded, you will be bound by the terms of the settlement approved by the Court, including without limitation, the judgment ultimately rendered in the case.

### 12. If I do not exclude myself, can I file my own claim or sue Defendant(s) for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for claims asserted at any time in the Civil Action or arising from or related to any of the allegations in the complaints filed in the Civil Action that this settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately.

**13. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, you are not part of the Settlement and you will not receive a payment. If you want a recovery against Defendants, you will have to file your own lawsuit at your own expense.

## **The Lawyers Representing You**

**14. Do I have a lawyer in this case?**

The Court has conditionally appointed the Plaintiffs as Class Representatives. The Court has appointed the following attorneys as “Settlement Class Counsel:”

Daniel Werner  
dwerner@radfordscott.com  
RADFORD SCOTT LLP  
125 Clairemont Avenue, Suite 380  
Decatur, Georgia 30030  
WHATSAPP: Radford Scott, +1 (678) 271-0303  
T (678) 271-0300

Rachel Berlin Benjamin  
rachel@beal.law  
Brian J. Sutherland  
brian@beal.law  
BEAL SUTHERLAND BERLIN &  
BROWN LLC  
945 East Paces Ferry Rd NE, Suite 2000  
Atlanta, GA 30326  
T (404) 476-5305

Christopher B. Hall  
chall@hallandlampros.com  
HALL & LAMPROS, LLP  
300 Galleria Parkway, Suite 300  
Atlanta, GA 30339  
WHATSAPP: +1 (404) 876-8100  
T (404) 876-8100

Julia Solórzano

[julias@cdmigrante.org](mailto:julias@cdmigrante.org)

Abigail Kerfoot

[abigail@cdmigrante.org](mailto:abigail@cdmigrante.org)

CENTRO DE LOS DERECHOS DEL MIGRANTE, INC.

711 W. 40th Street, Suite 412

Baltimore, MD 21211

WHATSAPP: +52 55 7352 1741

T (667) 217-5738

Collectively, those lawyers have over eighty (80) years of experience practicing law. Settlement Class Counsel represent the interests of the Settlement Class. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees.

**15. How will the lawyers be paid?**

Settlement Class Counsel will apply to the Court for an award of reasonable attorneys' fees and expenses to be paid from the settlement fund. They are requesting that the Court approve attorneys' fees and costs of 30% of the \$11,500,000.00 recovery for a total sum of \$3,450,000.00. Defendants have agreed to pay this amount, to be paid from the settlement fund, if approved by the Court. You will not have to pay any attorneys' fees and expenses as it will be deducted from the gross amount before payments are made to class members. The Court will ultimately decide the appropriate amount of any reimbursement of costs or any fee award to Settlement Class Counsel.

## Objecting To the Settlement

**16. How do I tell the Court that I don't like the settlement?**

You can object to any aspect of the proposed settlement by filing and serving a written objection. You must sign your objection personally or by legal counsel. Your objection must state your full name and current address, as well as a statement confirming that you are a settlement class member. Please also provide your telephone number and email address. You must also provide copies of any documents you intend to rely upon, the names, telephone numbers, and addresses of any witnesses who will appear on your behalf at the Fairness Hearing, and the name of any counsel representing you. Your deposition may be taken in order to determine the grounds for your objection. The deposition must be limited to topics relating to the objection. Your objection must state why you object to the proposed settlement and any reasons supporting your position and identify the title and case number of this Action.

If you intend to appear in person or through your own attorney at the Fairness Hearing on \_\_\_\_\_, 2026, described in Paragraph 20 below, you must include with your objection a notice of your intention to appear at the hearing.

You must sign and send to the Settlement Administrator, by first class U.S. mail or an equivalent delivery method, a written statement of any objection, along with any notice of intent to appear, which must be received by the Settlement Administrator on or before \_\_\_\_\_, 2026, which is no later than eighteen (18) calendar days before the date set for the Fairness Hearing. Such filings must be mailed or delivered to:

Martinez v. Mobis Alabama, LLC et al.  
c/o Atticus Administration  
P.O. Box 64053  
Saint Paul, MN 55164

The Settlement Administrator shall immediately email any Written Statements of Objection to all Class Counsel and Defense Counsel. Class Counsel shall then file any objection received by the Settlement Administrator with the Court within two (2) business days of its receipt by the Settlement Administrator.

All such Written Statements of Objection must be received by the Court by \_\_\_\_\_, 2026, which is no later than fifteen (15) calendar days before the date set for the Fairness Hearing. Any Settlement Class member who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

**17. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

## The Court's Fairness Hearing

**18. When and where will the Court decide whether to approve the settlement?**

There will be a hearing to consider approval of the proposed settlement on \_\_\_\_\_, 2026, at the \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_ in Courtroom \_\_\_\_\_. The hearing may be postponed to a later date without further notice. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of settlement; whether the Settlement Class is adequately represented by the Class Representatives and Settlement Class Counsel; whether an order should be entered approving the proposed settlement; and the amount of any attorneys' fees and expenses to be awarded to Class Counsel or any incentive payments to the Class Plaintiff.

You will be represented at the hearing on the fairness of the settlement by Class Counsel, unless you

choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the hearing on the fairness of the settlement.

**19. Do I have to come to the hearing?**

No. Class Counsel will represent the Class at the hearing, but you are welcome to come at your own expense. If you send any objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in Paragraph 16 above. You cannot speak at the hearing if you excluded yourself.

**21. Are there more details about the settlement?**

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuits or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of the Court, United States District Court File: *Martinez v. Mobis Alabama, LLC et al*, Civil Action No. 3:2022-cv-00145-LMM (N.D. Ga.). The full Settlement Agreement and the pleadings filed in the case can be requested, in writing, from Class Counsel identified in Paragraph 14 above.

**22. How do I get more information?**

You can write, email, or WhatsApp to Class Counsel (the contact information is provided in Paragraph 14 above). Please do not contact the Court or Clerk's Office regarding this Notice.

Dated \_\_\_\_\_, 2026

\_\_\_\_\_  
United States District Judge

## SETTLEMENT DISTRIBUTION FORM

**Complete the information below and sign the form. Send the completed form by mail OR email attachment OR WhatsApp Attachment to Atticus Administration, which is administering the Settlement on behalf of Class Counsel. The mailing address, email address, and WhatsApp contact information for Atticus Administration is:**

Martinez v. Mobis Alabama LLC et al.  
c/o Atticus Administration  
P.O. Box 64053  
Saint Paul, MN 55164

Email: MobisALSettlement@atticusadmin.com  
WHATSAPP: +1 612-582-0488

**SETTLEMENT FUNDS WILL BE DISTRIBUTED ONLY IF (1) YOU ARE A MEMBER OF THE SETTLEMENT CLASS, AND (2) THE COURT IN THE CASE *Martinez v. Mobis Alabama, LLC et al*, Civil Action No. 3:2022-cv-00145-LMM (N.D. Ga.) FINALLY APPROVES THE CLASS ACTION SETTLEMENT relating to claims brought on behalf of TN Visa holders who were assigned by Allswell to work at Kia Georgia’s or Mobis’ West Point Georgia locations.**

**This Settlement Distribution Form must be completed so that you can receive payment.**

### Complete Information and Signature Required

I \_\_\_\_\_, worked as a TN visa holder, was recruited by Allswell, SPJ, or TESS, and was assigned by Allswell to work at Kia Georgia’s or Mobis’ West Point Georgia locations, and received wages from Allswell sometime during the period of August 11, 2018 through the present.

My date of birth is: \_\_\_\_\_ My gender is: \_\_\_\_\_

My Social Security Number (if I have one) is:

I am or at some point I was a U.S. Permanent Resident or a U.S. Citizen:  YES  NO

I request that settlement payment be sent to me by the following method (**CHECK ONLY ONE**):

By inter-bank electronic transfer (bank account must be in the United States) (THIS IS THE PREFERRED METHOD OF PAYMENT)

Name of Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Full Name of Account Holder: \_\_\_\_\_

Your phone number: \_\_\_\_\_

- By wire transfer (if transfer is to location outside the United States, payments may be made in installments)

Wire Transfer Service (e.g., Western Union): \_\_\_\_\_

Your full name matching the identification you will present to receive the funds: \_\_\_\_\_

Provide a copy of the government issued photo identification you will use for the transaction. Atticus Administration will contact you to for additional details.

- Check via private mail service (e.g., FedEx, UPS) (checks cannot be delivered to a “Domicilio Conocido” address)

Your full name: \_\_\_\_\_

Your physical address: \_\_\_\_\_

City, state, country, postal code: \_\_\_\_\_

Your phone number: \_\_\_\_\_

- By United States First Class Mail

Your full name: \_\_\_\_\_

Your physical address: \_\_\_\_\_

City, state, country, postal code: \_\_\_\_\_

CLASS COUNSEL OR ATTICUS ADMINISTRATION WILL DEDUCT FROM ANY SETTLEMENT PAYMENT ANY FEES THE BANK, WIRE SERVICE, OR MAIL SERVICE CHARGES FOR THE TRANSACTION.

By signing below, I affirm that (a) I am not a Medicare beneficiary as of the date of me signing below, nor do I reasonably anticipate becoming a Medicare beneficiary within 30 months the Settlement becoming final; or (b) I am a Medicare beneficiary, but Medicare has not paid any medical expenses alleged to be related to the subject of the claims in this lawsuit. I agree to indemnify and hold harmless Defendants, their attorneys and insurer(s) from any and all Medicare or Medicaid claims regarding me that have been or may in the future be related to, arise out of or are connected to the Medicare Secondary Payer Act or any other related law. This indemnification obligation includes all damages and costs incurred by Defendants, and/or their attorneys and/or insurer(s), including but not limited to attorneys’ fees, fines and penalties, multipliers, costs, interest, expenses, and judgments. The release of Medicare/Medicaid claims is also described more fully in Paragraphs 15 and 27 of the Class Action Settlement Agreement. I also affirm that the above information is true to the best of my knowledge.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**Exhibit B**  
**Proposed Preliminary Approval Order**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
GEORGIA NEWNAN DIVISION

JORGE OSWALDO AQUINO )  
MARTINEZ, ELVIS NAHUM CRUZ )  
VASQUEZ, HEBER ALFONSO )  
ZAPATA CONTRERAS, ISIDRO )  
ARELLANO CHIHUAHUA, JOSE )  
MARIA RAMIREZ MORALES, and )  
LUIS ADRIAN SALAZAR LOZANO, )  
VERONICA OLAN CASTILLO, and )  
AARON HERNAN PEREZ )  
SALAZAR, individually and on )  
behalf of all others similarly situated, )

Case No. 3:22-cv-00145-LMM-RGV

Plaintiffs, )  
)  
)

v. )  
)  
)

MOBIS ALABAMA, LLC d/b/a )  
HYUNDAI MOBIS; KIA GEORGIA, )  
INC.; GB2G, INC. d/b/a )  
ALLSWELL; SPJ CONNECT, INC.; )  
YOUNGJIN LEE, individually; and )  
JOB KNOWLEDGE, LLC, )  
)  
)

Defendants. )  
)  
)

[PROPOSED] ORDER PRELIMINARILY APPROVING AMENDED  
CLASS ACTION SETTLEMENT, PRELIMINARILY APPROVING FAIR  
LABOR STANDARDS ACT SETTLEMENT, AND DIRECTING NOTICE  
AND OTHER RELIEF

Plaintiffs Jorge Oswaldo Aquino Martinez, Elvis Nahum Cruz Vasquez,  
Heber Alfonso Zapata Contreras, Isidro Arellano Chihuahua, Jose Maria Ramirez

Morales, Luis Adrian Salazar Lozano, and Veronica Olan Castillo (the “Plaintiffs”), and Defendants Mobis Alabama, LLC d/b/a Hyundai Mobis; Kia Georgia, Inc.; GB2G, Inc. d/b/a Allswell; SPJ Connect, Inc.; and Youngjin Lee, Individually (together the “Defendants”) by and through their counsel, have jointly submitted an Amended Class Action Settlement Agreement and have applied, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order: (1) certifying a Settlement Class and appointing Settlement Class Counsel; (2) preliminarily approving the Terms and Conditions set forth in the Amended Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) as fair, reasonable and adequate; (3) approving forms, content and a program for Notice to the Settlement Class; and (4) scheduling a hearing to consider final approval of the Settlement.

The Court has given due consideration to the terms of the Settlement, the Exhibits to the Settlement, the submissions of the parties in support of preliminary approval of the Settlement, the record of proceedings herein, and the requirements of law, including without limitation the requirements of Rule 23 of the Federal Rules of Civil Procedure. It now finds that the class should be certified for settlement purposes only; the Plaintiffs should be appointed Class Representatives; the individuals of Daniel Werner of Radford Scott, LLP; Rachel Berlin and Brian J. Sutherland of Beal Sutherland Berlin & Brown, LLC; Christopher B. Hall of Hall & Lampros, LLP; and Abigail Kerfoot and Julia Solórzano of Centro de los Derechos del Migrante should be appointed Settlement Class Counsel; and the proposed Settlement should be preliminarily approved for purposes of notifying the Settlement Class of the Settlement, the opt-out and objection deadlines, and the date of the Court's hearing to determine whether the

Settlement should be finally approved (“Fairness Hearing”).

At this juncture, the Court is exercising its discretion temporarily and preliminarily certifying the Class for settlement purposes only and has not determined whether certification of a litigated class for the purposes of trial is appropriate. The Court recognizes that Defendants preserve all defenses and objections against and rights to oppose certification of the Class if the proposed settlement is not finally approved by the Court following the fairness hearing.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. This Court has jurisdiction of the subject matter of this Action and personal jurisdiction over the Plaintiffs and Defendants (the “Parties”). Venue is also proper in this District pursuant to 18 U.S.C. §§ 1965(a), (b), and (d).

2. The parties’ joint motion for preliminary approval of the Settlement is GRANTED.

3. All non-settlement related proceedings in this Action as to Defendants are stayed and suspended until further order of the Court.<sup>1</sup>

4. This action may be maintained as a class action pursuant to Fed. R. Civ. P. 23(b)(3) for settlement purposes on behalf of the following class (the “Rule 23 Class”):

Rule 23 Class:

All individuals who, between August 11, 2018 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Defendant Kia Georgia’s or Defendant Mobis’

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<sup>1</sup> The Court by separate order will address the claims of plaintiff Aaron Hernan Perez Salazar and four opt-in claimants (“JKL Claimants”) against Defendant Job Knowledge, LLC (“JKL”) for unpaid overtime under the Fair Labor Standards Act (“FLSA”). The JKL Claimants and JKL, although part of the lawsuit, are not part of the Settlement Agreement. All claims against JKL were dismissed except for the claims under the FLSA. Doc. 129. The JKL Claimants and JKL have reached a separate non-class settlement of the FLSA claims and filed a motion for approval.

West Point, Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.

5. This action also may be maintained as a collective action pursuant to 29 U.S.C. § 216(b) for settlement purposes on behalf of the following class (the “FLSA Collective Action Class”):

FLSA Collective Action Class:

All individuals who, between August 11, 2019 and the present, (1) were recruited by TESS, SPJ, or Allswell, (2) were assigned by Allswell to work at Defendant Kia Georgia’s or Defendant Mobis’ West Point, Georgia locations, (3) received wages from Allswell; and (4) were TN visa holders.

6. The Settlement Class and the FLSA Collective Class have the same Class Members and are defined with different dates only based on the different statutes of limitation. Because the membership in the class and collective is the same, they are together called the Settlement Class in this order and the Settlement Agreement.

7. The Court finds for purposes of settlement only that the prerequisites to class certification under Federal Rule of Civil Procedure 23(a) are preliminarily satisfied for the Settlement Class, including:

a. The proposed Settlement Class consists of six hundred and fourteen (614) individuals and is so numerous that joinder of all members is impracticable. *See Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986).

b. There are questions of law and fact common to Plaintiffs and members of the Settlement Class, including whether Defendants conspired to violate the Georgia Racketeer Influenced and Corruption Act (“RICO”). *See Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (commonality found where there is at least one issue whose resolution will affect all or a

significant number of the putative class members);

c. The claims of the Plaintiffs are based on the same legal theories and are typical of the claims of the members of the Settlement Class and their claims arise out of these same alleged practices. *See In re Checking Account Overdraft Litig.*, 307 F.R.D. 630, 640-41 (S.D. Fla. 2015) (typicality present where the named plaintiff and the putative class members have the same or similar injury purportedly caused by the same course of conduct by the defendant); and

d. The Plaintiffs are represented by counsel experienced in complex litigation, who have no interests in conflict with the interests of members of the proposed Settlement Class, who together with Plaintiffs have displayed their commitment to representing the interests of members of the Settlement Class during the course of litigation to date, and who will fairly and adequately protect the interests of the Settlement Class. *See Kirkpatrick v. J.C. Bradford & Co.*, 827 F.2d 718, 726 (11th Cir. 1985).

8. The Court finds for purposes of settlement only that the prerequisites to class certification under Federal Rule of Civil Procedure 23(b)(3) are satisfied because questions of law and fact common to all members of the Settlement Class predominate over questions affecting only individual members of that Class, and certification of the Settlement Class is superior to other available methods for fair and efficient resolution of this controversy. *See Klay v. Humana, Inc.*, 382 F.3d 1241, 1268-69 (11th Cir. 2004) (abrogated in part on other grounds by *Bridge v. Phoenix Bond & Indem. Co.*, 553 U.S. 639 (2008)).

9. The Court appoints Plaintiffs as the Settlement Class Representatives. This requirement is satisfied in that Plaintiffs' claims are typical of the Settlement Class Members' claims because the legal theories and supporting facts relied upon

by both Plaintiffs and the putative Settlement Class are substantially similar. The Court further appoints the firms of Radford Scott LLP, Beal Sutherland Berlin & Brown, LLC, Hall & Lampros, LLP, and Centro de los Derechos del Migrante as Settlement Class Counsel.

10. The terms of the parties' Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the notice of the proposed Settlement Agreement to the Class members. This determination permitting notice to the Class is not an ultimate and final conclusion that the Settlement Agreement is fair, reasonable, and adequate, but simply a determination that there is probable cause to submit the proposed settlement to review and comment by the Settlement Class Members. *See* Manual for Complex Litigation (Fourth) § 21.632 (2004).

11. In the event that the settlement does not terminate with a Final Order or Final Judgment in complete accordance with the terms of the Settlement Agreement, then this Order shall be rendered null and void and will be vacated. In that event, the Settlement Agreement shall also be rendered null and void in accordance with the Parties' agreement in the Settlement Agreement, including if any Defendant exercises its right of rescission as provided for in the Settlement Agreement.

12. The Court grants preliminary approval of the Settlement Agreement as falling within the range of possible approval and meriting submission to the Settlement Class for its consideration, pursuant to Federal Rule of Civil Procedure 23. The Court preliminarily finds that the Settlement was the product of serious, informed, non-collusive, arms-length negotiations between the parties, aided by the services of a highly skilled mediator (Christopher Parker). The Settlement relief is a large percentage of the maximum possible recovery for the Class, which places

this Settlement on a higher ground than other cases where lower percentage recoveries were approved. *See Parsons v. Bighthouse Networks, LLC*, No. 2:09-cv-267-AKK, 2015 WL 13629647, at \*3 (N.D. Ala. Feb. 15, 2015) (Class recoveries of between 13% to 20% are “frequently found ... to be fair and adequate”).

13. The Court preliminarily finds the settlement of the Plaintiffs’ Fair Labor Standards Act (“FLSA”) claims is a “fair and reasonable [resolution] of a bona fide dispute.” *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982). Therefore, the Court preliminarily approves the parties’ settlement of the FLSA claims.

14. Pursuant to Rule 23, a Fairness Hearing shall be held before this Court at \_\_:00 \_\_m. on \_\_\_\_\_, 2026, at the \_\_\_\_\_ United States District Court, \_\_\_\_\_, Georgia \_\_\_\_, in Courtroom \_\_\_\_\_. At the Fairness Hearing, the Court will consider: (a) whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate; (b) whether Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Settlement Class; and (c) whether Class Counsel should be awarded fees and expenses to be paid by Defendants, as provided for in the Settlement Agreement.

15. The Court approves, as to form and content, the notice and the procedure set forth in the Settlement Agreement and finds that such notice plan is the best practicable under the circumstances, in conformity with Federal Rule of Civil Procedure 23. It is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, the terms of the proposed Settlement, and of their rights under and with respect to the proposed Settlement (including their right to object or seek exclusion). The Court further finds that the Class Notices are written in simple terminology and are readily

understandable.

16. Class Counsel's designated settlement administrator shall provide notice to Settlement Class Members as provided for in the Settlement Agreement.

17. No later than ten (10) days prior to the Fairness Hearing, the Parties shall file with this Court declarations stating that the publication and posting of notices described in the paragraph above have been completed.

18. The Court finds that, under the circumstances, the Notice described in Paragraph 11 of the Settlement Agreement and attached thereto as Attachment 3 constitutes the best notice that is practicable of the Fairness Hearing, the Proposed Settlement, and other matters set forth in the Notice, and that such distribution of notice constitutes valid, due, and sufficient notice to all members of the Settlement Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23, 28 U.S.C. § 1715, the Constitution of the United States, the Settlement Class Members' rights of due process, and all other applicable law.

19. Any person falling within the definition of the Settlement Class may, upon the person's request, be excluded from the settlement. Any such request must be sent by First Class Mail or equivalent delivery method, received no later than fifteen (15) days before the date set by the Court for the Fairness Hearing. Thus, a person must submit a request for exclusion, received on or before \_\_\_\_\_, 2026, to:

Martinez v. Mobis Alabama, LLC et al.  
c/o Atticus Administration  
P.O. Box 64053  
Saint Paul, MN 55164

20. The Settlement Administrator shall immediately email any Requests for Exclusion to all Class Counsel and Defense Counsel. The person making the

request for exclusion must sign the request personally or by legal counsel. Requests seeking to exclude a class of persons are invalid and will not be accepted. A request for exclusion must include the (a) full name of the person requesting exclusion, and (b) the current address of that person. The request for exclusion must also make a specific statement that "I want to be excluded from the Settlement Class." All persons who submit valid and timely requests for exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Agreement and shall not be bound by the Settlement Agreement or any Final Judgment later entered herein. All persons falling within the definition of the Settlement Class who do not request exclusion in the manner set forth in this paragraph shall be Settlement Class members and shall be bound by the Settlement Agreement and any final judgment later entered herein.

21. Any person falling within the definition of the Settlement Class who does not request exclusion in the manner set forth above can object to the proposed Settlement by filing and serving a written objection. The person making the objection must sign the objection personally and provide a statement providing the objecting Settlement Class Member's full name, email, telephone number, and address, along with the copies of any documents the Settlement Class Member intend to rely upon; the names, telephone numbers, and addresses of any witnesses who will appear on the objecting Settlement Class Member's behalf at the Fairness Hearing, and the name of any counsel representing the objecting Settlement Class Member. The objecting Settlement Class Member's deposition may be taken to determine the grounds for the objection. The deposition must be limited to topics relating to the objection. The objection must state why the objecting Settlement Class Member objects to the proposed settlement and any

reasons supporting that position. The statement must also identify the title and case number of this Action.

22. All such Written Statements of Objection must be received by the Settlement Administrator no later than eighteen (18) calendar days before the date set for the Fairness Hearing, which date shall be set forth in the Notice to be provided to Class Members. The Settlement Administrator shall immediately email any Written Statements of Objection to all Class Counsel and Defense Counsel. Class Counsel shall then file any objection received by the Settlement Administrator with the Court within two (2) business days of its receipt by the Settlement Administrator. All such Written Statements of Objection must be received by the Court no later than fifteen (15) calendar days before the date set for the Fairness Hearing. Objections filed and served in accordance with the foregoing procedure may be considered by the Court regardless of whether the objecting Settlement Class Member appears personally or by counsel at the hearing to argue the same.

23. Any Settlement Class Member may appear at the Fairness Hearing by submitting a Notice of Intent to Appear with a timely Written Statement of Objection.

24. An objector may only file an objection on his or her behalf – not on behalf of some portion or sub-set of the Class – unless he or she has been appointed by the Court to do so. If the Court affords this right of representation to any Settlement Class Member, Defendants shall have the right to seek to modify, set aside, rescind, or terminate this Agreement.

25. Any application by Class Counsel for an award of Attorneys' Fees and Expenses shall be filed with the Court no later than 10 days before the deadline to

opt-out or object to the settlement, and no later than thirty (30) days before the Fairness Hearing.

26. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the Fairness Hearing without further notice to the Settlement Class.

27. Pending final determination of whether the settlement embodied in the Settlement Agreement is to be approved, no member of the Settlement Class, either directly, representatively, derivatively, or in any other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the Class Claims described in the Settlement Agreement against Defendants.

28. In the event the Settlement is not approved or is otherwise terminated in accordance with the terms of the Settlement, then: (a) the Settlement and the Agreement, and the Court's Orders, including the Preliminary Approval Order, relating to the Settlement shall be vacated and shall be null and void, shall have no further force or effect with respect to any Party in this Action, and shall not be used or referred to in any other proceeding by any person for any purpose whatsoever; (b) the conditional certification of the Settlement Class pursuant to this Preliminary Approval Order shall be vacated automatically, without prejudice, to any Party or Settlement Class member or to any legal argument that any of them might have asserted but for the Settlement, and this Action will revert to the status that existed before the Settlement's execution date; (c) this Action shall proceed pursuant to further orders of this Court; and (d) nothing contained in this Settlement, or in the Parties' settlement discussions, negotiations, or submissions (including any declaration or brief filed in support of the preliminary or final

approval of the Settlement), or in this Preliminary Approval Order or in any other rulings regarding class certification for settlement purposes, shall be construed or used as an admission, concession, or declaration by or against any Party of any fault, wrongdoing, breach or liability in this Action or in any other lawsuit or proceeding, or be admissible into evidence for any purpose in this Action or any other proceeding by any person for any purpose whatsoever. This paragraph shall survive termination of the Settlement and shall remain applicable to the Parties and the Settlement Class Members whether or not they submit a written request for exclusion.

29. This Court shall maintain continuing exclusive jurisdiction over these settlement proceedings to consider all further applications arising out of or connected with the Settlement or this Preliminary Approval Order, and to assure the effectuation of the Settlement for the benefit of the Settlement Class.

SO ORDERED this \_\_\_\_\_, day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE