

## **SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This **SECOND AMENDMENT TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** (“Amendment to Settlement”) is made and entered into by and between Plaintiff Morse Thompson (“Plaintiff”) and Defendant RC USA Holdings, Inc., doing business in California as Deus Ex Supply Chain Inc. (collectively, “RCUSA”). Plaintiff and RCUSA are collectively referred to herein as the “Parties.”

### **AMENDEMENTS**

THE PARTIES STIPULATE AND AGREE as follows:

#### **1. DEFINITIONS**

- 1.41. “Released Parties” means RCUSA and each of its former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, and subsidiaries, including but not limited to RC USA Holdings, LTD., RCUSA Holdings, LLC, Rove Concepts, DX Supply Chain, and New Vision Staffing, LLC, for the claims of class members and/or aggrieved employees employed under an alleged joint employment relationship between New Vision Staffing, LLC and RCUSA.

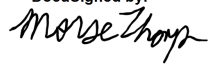
- 5. RELEASES OF CLAIMS.** Effective on the date when RCUSA fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged in the lawsuit during the Class Period based on the facts stated in the Operative Complaint. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 5.3 PAGA Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged in the lawsuit during the PAGA Period based on the facts stated in the Operative Complaint and the PAGA Notice. The Aggrieved Employees will be bound by this release regardless of whether they are Participating or Non-Participating Class Members.

[Signature Page Follows]

Dated: 5/12/2026

**PLAINTIFF MORSE THOMPSON**

DocuSigned by:  
  
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By: \_\_\_\_\_  
Morse Thompson

Dated:

**DEFENDANT RC USA HOLDINGS, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: 5/12/2026

**MOON LAW GROUP, PC**

By:  \_\_\_\_\_  
Kane Moon  
Allen Feghali  
S. Phillip Song  
Stanley Park  
*Counsel for Plaintiff*

Dated:

**KRING & ASSOCIATES, APC**

By: \_\_\_\_\_  
Kyle D. Kring  
Jeffrey T. Green  
*Counsel for Defendant*

Dated:

**PLAINTIFF MORSE THOMPSON**

By: \_\_\_\_\_  
Morse Thompson

Dated: 05/08/2026

**DEFENDANT RC USA HOLDINGS, INC.**

By:  \_\_\_\_\_  
Its: CFO

Dated:

**MOON LAW GROUP, PC**

By: \_\_\_\_\_  
Kane Moon  
Allen Feghali  
S. Phillip Song  
Stanley Park  
*Counsel for Plaintiff*

Dated: May 8, 2026

**KRING & ASSOCIATES, APC**

By:  \_\_\_\_\_  
Kyle D. Kring  
Jeffrey T. Green  
*Counsel for Defendant*