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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

PRASETH S. PHEV, on behalf of himself and all other similarly situated,

Plaintiffs,

v.

APEX LOGISTICS INTERNATIONAL (LAX), INC., a California corporation; and DOES 1 through 100, Inclusive

Defendants.

CASE NO.: 23STCV24517

[Assigned for all purposes to the Hon. Theresa M. Traber - Dept. 1]

JOINT STIPULATION FOR CLASS ACTION SETTLEMENT

TO THE COURT:

This Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made and entered into by and between Praseth S. Phev ("Plaintiff"), individually and on behalf of all others similarly situated, and Apex Logistics International (LAX), Inc. ("Defendant") (Plaintiff and Defendant collectively will be referred to as the "Parties"), and is subject to the terms and conditions below, and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Praseth S. Phev v. Apex Logistics International (LAX), Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV24517. In furtherance of this Settlement, Plaintiff shall file a Second Amended Class Action Complaint to plead claims consistent with the scope of this Settlement, including the addition of claims for failure to provide meal and rest breaks. Upon filing, the Second Amended Class Action Complaint shall serve as the operative complaint in this Action and it is the intent of the Parties to release all claims asserted therein.

2. "Class Counsel" means Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC.

3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the

Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will request attorneys' fees of not to exceed one-third of the Gross Settlement Amount or Four Hundred Ninety-Thousand Dollars ($490,000) and litigation costs and expenses not to exceed Twenty-Five Thousand Dollars ($25,000). Defendant has agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide on a confidential basis to the Settlement Administrator within seven (7) calendar days after the Court's entry of an order granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and Defendant will use its best efforts to include each Class Member's full name; most recent mailing address; last known telephone number if readily available; dates of employment or number of workweeks worked during the Class Period; and Social Security number.

5. "Class Member(s)" or "Settlement Class" means: All current and former hourly non-exempt employees who were directly hired by Defendant or Apex Logistics International (SFO), Inc. and hourly temporary non-exempt employees placed to work for Defendant or Apex Logistics International (SFO), Inc. within California at any time during the period from October 9, 2019 through April 21, 2025.

6. "Class Period" means: The period from October 9, 2019 through April 21, 2025.

7. "Class Representative Enhancement Payment" means the amount to be paid from the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release and in recognition of his efforts in prosecuting the Action on behalf of Class Members. Plaintiff will request and Defendant will not oppose Plaintiff's application to the court for a payment not to exceed Ten Thousand Dollars ($10,000) for his willingness to serve as Class Representative.

8. "Court" means the Los Angeles County Superior Court, or any other court taking jurisdiction of the Action.

9. "Effective Date" means the date when the Final Approval Order becomes final. For purposes of this Paragraph, the Final Approval Order "becomes final" when the Court has entered an Order granting final approval of the Settlement and upon the last to occur of the following: (A) If there are no objections to the Settlement, the date the Court enters an order granting final approval of the Settlement; (B) If there is an objection to the Settlement, the earlier of (i) sixty (60) days after the date the superior court clerk enters a Final Approval Order and Judgment or a party serving a Notice of Entry of the Final Approval Order and Judgment (or a file-stamped copy thereof), accompanied by a proof of service, or (ii) if no such Notice of Entry is ever served, one hundred eighty (180) days after the date of the Court signs and enters the Order, without any appeal, writ, or other appellate proceeding having been filed; (B) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, or other appellate proceeding has upheld the Court's Order and Judgment with no right to pursue further remedies or relief.

10. "Gross Settlement Amount" means the maximum settlement amount of One Million Four Hundred Seventy Thousand Dollars ($1,470,000) ("Gross Settlement Amount"), which has been and/or will be paid by Defendant in full satisfaction of all claims arising from the Action. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment, Settlement Administration Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of Twenty Thousand Dollars ($20,000) of which 75% or Fifteen Thousand Dollars ($15,000) will be paid to the Labor Workforce Development Agency ("LWDA") and 25% or Five Thousand Dollars ($5,000) to PAGA Group Members. Defendant will pay the employer's share of payroll taxes on the wage portion of the Individual Settlement Payments, as applicable, in addition to the Gross Settlement Amount.

11. "Individual Settlement Payment" means each Participating Class Member's and PAGA Group Member's share of the Net Settlement Amount, to be distributed to Plaintiff, PAGA Group Members and Class Members who do not request exclusion from the settlement.

12. "Net Settlement Amount" means the maximum amount available for distribution to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Expenses, and $15,000 as PAGA penalties sent to the LWDA, from the Gross Settlement Amount.

13. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all persons who will be called to testify in support of the objection. Further, an objector may appear at the Final Approval hearing, either in person or through counsel, at his or her expense. The Parties will be permitted to respond in writing to such objections at least seven calendar days prior to the Final Approval hearing or within the time period set by the Court.

14. "Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

15. "PAGA" means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §2698, et seq.

16. "PAGA Group Member(s)" means: All current and former hourly non-exempt employees who were directly hired by Defendant or Apex Logistics International (SFO), Inc. and hourly temporary non-exempt employees placed to work for Defendant or Apex Logistics International (SFO), Inc. within California at any time during the period from October 9, 2022 through April 21, 2025.

17. "PAGA Period" means: The period from October 9, 2022 through April 21. 2025.

18. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Twenty Thousand Dollars ($20,000), subject to Court approval. Of the PAGA Settlement Amount, 75% or Fifteen Thousand Dollars

($15,000) will be paid to the LWDA ("LWDA Payment"), and the remaining 25% or Five Thousand Dollars ($5,000) will be distributed to PAGA Group Members.

19. "Participating Class Members" means all Class Members who do not submit valid Requests for Exclusion.

20. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

21. "Released PAGA Claims" means all claims for civil penalties under PAGA based on the labor code violations alleged in any notices sent or will be sent by Plaintiff to the LWDA, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notice(s) the Plaintiff sent or will send to the LWDA. PAGA Group Members shall receive their portion of the PAGA penalties regardless of their decision to opt-out of the class settlement and therefore the Released PAGA Claims would apply to them. In furtherance of this Settlement, Plaintiff shall file an amended PAGA notice to assert theories consistent with the scope of this Settlement, including the addition of claims for failure to provide meal and rest breaks. It is the intent of the Parties to release all PAGA claims asserted therein.

22. "Released Claims" means California wage and hour claims, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff's operative complaint ("Complaint") or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including, without limitation, claims for 1) overtime wages, 2) minimum wages, 3) failure to provide compliant meal and rest breaks, 4) inaccurate wage statements, 5) failure to pay all wages owed upon termination, and 6) unfair competition claims under California Business & Professions Code §17200, *et seq.* based on the labor code violations alleged, and any penalties, restitution, disgorgement, interest or attorneys' fees that occurred during the Class Period. This release will cover all Class Members who do not opt out.

23. "Released Parties" means Defendant and Defendant's former and present parents, subsidiaries and affiliated companies and entities (including Apex Logistics International (SFO), Inc.), staffing companies which placed workers with Defendant or Apex

Logistics (SFO), Inc. during the Class or PAGA Periods (including Ramrod Staffing, LLC, iStaffing, Inc., OSI Staffing Inc. [collectively, "Staffing Agencies"]) and their current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or legal representatives. For avoidance of doubt, this Settlement does not purport to release claims against Staffing Agencies with respect to any employees not placed with Defendant or Apex Logistics (SFO), Inc. during the Class Period and PAGA Period.

24. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail or fax to the Settlement Administrator at the specified address or fax number indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

25. "Response Deadline" means the deadline by which Class Members must fax or postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice by the Settlement Administrator. The Response Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator in accordance with the notice procedure described herein. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's counsel.

26. "Settlement Administrator" means CPT Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any

financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

27. "Settlement Administration Expenses" means the costs payable to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, translating into Spanish, conducting a National Change of Address ("NCOA") search, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any Class Members, tax reporting, distributing the Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a qualified settlement fund account and other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The Settlement Administration Expenses are currently estimated to be not more than Ten Thousand Dollars ($10,000).

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

28. Impact of Any Court Determination Not to Enter Final Approval Order. In the event that the Court does not enter a Final Approval Order and this Settlement Agreement does not become effective, the following will occur:

a. on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement; and

b. The Parties will evenly split and pay the Settlement Administrator for any costs incurred by the Settlement Administrator.

29. Settlement Funding. Within seven (7) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount and employer's share of payroll taxes with the Settlement Administrator who will deposit the funds into an interest-bearing trust account referred to as the Qualified Settlement Fund account from which the Settlement Administrator

will have authority to distribute money in accordance with the terms of this Settlement Agreement. The employer's share of payroll taxes, to be calculated with the assistance of the Settlement Administrator, shall be paid by Defendant in addition to the Gross Settlement Amount.

30. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel Fees in the amount of up to Four Hundred Ninety Thousand Dollars ($490,000), plus the reimbursement of the actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars ($25,000). Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel fees and costs. Class Counsel holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

31. Class Representative Enhancement Payment. In exchange for named Plaintiff's executing a general release, and in recognition of his efforts in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for a Class Representative Enhancement Payment, not to exceed Ten Thousand Dollars ($10,000). The Class Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes, penalties and interest on the payment made pursuant to this paragraph and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

32. Settlement Administration Expenses. The Settlement Administrator will be paid for the reasonable fees and costs of administration of the Settlement, which are estimated no to exceed Ten Thousand Dollars ($10,000). These will include, *inter alia*, fees and costs payable to the Settlement Administrator for printing, translating into Spanish, distributing (including with appropriate postage), and tracking documents for this Settlement in English and Spanish, any searches to locate any Class Members, calculating estimated amounts per Class Member,

tax reporting, distributing the Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employer's share of payroll taxes on the wage portion of the Individual Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Settlement Administration Expenses will be paid from the Gross Settlement Amount.

33. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class and PAGA Group Members in accordance with the terms of this Agreement.

34. Individual Settlement Payment Calculations. Defendant will provide the Settlement Administrator with the total number of workweeks or dates of employment for each Class Member during the Class Period and total number of workweeks or dates of employment for each PAGA Group Member during the PAGA Period. The Settlement Administrator will divide the Net Settlement Amount, less $5,000 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members), by the total number of workweeks ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of workweeks to yield that employee's Net Settlement Payment. In the event a Class Member submits a timely Request for Exclusion from the settlement, his/her share of the settlement will be added to the Net Settlement Amount.

$$\frac{\text{NET SETTLEMENT AMOUNT}}{\text{Total number of Workweeks for all Class Members}} \times \text{Participating Class Member's Workweeks}$$

In additional, each Class Member who is a PAGA Group Member will be paid a pro-rata share of the $5,000 allocated for PAGA penalties to PAGA Group Members, as calculated by

the Settlement Administrator, with a formula similar to payments to Participating Class Members.

$$\frac{\text{\$5,000 for PAGA Penalties to PAGA Group Members}}{\text{Total number of Workweeks for all PAGA Group Members during PAGA Period}} \times \text{Individual PAGA Group Member's Workweeks during PAGA Period}$$

The Individual Settlement Payment for any Participating Class Member who is also a PAGA Group Member shall include the Participating Class Member's share of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

Class Members who are PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a request for exclusion.

35. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall be deemed to be income to such Class Members solely in the year in which such awards actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick leave), or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the sole payments to be made by Defendant to the Class Members in connection with this Settlement, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in

any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

36. Settlement Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

37. Delivery of the Class List. Within seven (7) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

38. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator's mailing or re-mailing of the Notice and/or payments to Participating Class Members and PAGA Group Members will be presumed to constitute adequate notice of this Settlement and delivery of payment.

39. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice will have between the latter of (i) an additional fifteen calendar (15) days or (ii) the Response Deadline to fax or postmark a Request for Exclusion, submit an objection to the Settlement or dispute workweeks.

40. Notice. All Class Members will be mailed the Notice. The Notice will provide: (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks

worked during the Class Period, (5) each Class Member's estimated Individual Settlement Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class Member must fax or postmark Request for Exclusions, submit objections to the Settlement or dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement. Class Members may dispute workweeks by communicating with the Settlement Administrator via fax, email or mail, and must provide any supporting documentation to the Settlement Administrator. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and the Settlement Administrator's determination of the challenges. If there is dispute over the Settlement Administrator's determination of challenges, the Settlement Administrator shall notify both Class Counsel and Defense Counsel, and the Court has the power to make the final determination on challenges.

41. Request for Exclusion Procedures. Any Class Member wishing to opt out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that they will not solicit or encourage Class Members to opt-out or object to this Settlement Agreement. The Parties and counsel also agree that they shall not take any action adverse to the Settlement, including soliciting, encouraging, representing individuals who object to, opt out of, or appeal this Settlement. If the Court approves the compromise of the PAGA claim, all PAGA Group Members are bound by the Court's resolution of that claim. Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless receive their

pro-rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

42. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) calendar days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a revised Request for Exclusion.

43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to the PAGA Group Members), as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. If the Court approves the compromise of the PAGA claim, Class Members who are also PAGA Group Members submitting a request for exclusion will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

44. Objection Procedures. To object to the Settlement Agreement, a Class Member may not submit a Request for Exclusion and must mail a valid Notice of Objection to the Settlement Administrator by the Response Deadline. The Settlement Administrator will notify counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark date of the mailing will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who wish to object will have a right to appear at the Final Approval Hearing, with or without counsel at his/her own expense, in order to have their objections heard by the Court. At

no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment.

45. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report which certifies: (i) the number of Class Members who have submitted valid Request for Exclusion and objections; and (ii) the number of any deficient Request for Exclusion. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

46. Timing of Distribution of Individual Settlement Payments. Within three (3) calendar days of Defendant depositing the Gross Settlement Amount and employer's share of payroll taxes, the Settlement Administrator will issue payments to (1) Participating Class Members and PAGA Group Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the settlement.

47. Uncashed or Undeliverable Settlement Checks. Individual settlement checks paid to Participating Class Members and PAGA Group Members will be valid for 180 days. Participating Class Members and PAGA Group Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Settlement Administrator will send the amount represented by the check to the California State Controller Unclaimed Property, with the identity of the Participating Class Member and PAGA Group Member to whom the funds belong, to be held for the Participating Class Member and PAGA Group Member per California Unclaimed Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed Property will remain the Participating Class Member and PAGA Group Member's property. This will allow Participating Class Member and PAGA Group Member who did not cash their checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and

the California Code of Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the employee and the uncashed check never ceases to be the employee's property.

48. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

49. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: 100% of each PAGA Group Member's pro-rata share of the $5,000 allocated for PAGA penalties shall be allocated as penalties; 20% of each Individual Settlement Payment will be allocated for the settlement of wage claims; and the remaining 80% will be allocated to the settlement of claims for interest and statutory penalties. The portion allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

50. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Group Members, Class Counsel, and Defendants any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and other legally required withholdings, and related reporting, to the appropriate government authorities.

51. Defendant's Responsibility for Employer Taxes: For any portion of the Class Members' Individual Settlement Payments that are designated as "wages" for purposes of tax reporting, the employer's taxes, employer contributions of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI), will be paid by Defendant in addition to the Gross Settlement Amount, via and with the Settlement Administrator's assistance.

52. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER

PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

53. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement Agreement.

54. Release of Class Claims by Participating Class Members and Release of PAGA Claims by PAGA Group Members: Upon the date the Court enters an order granting final approval of the settlement and Defendant fully fund the Gross Settlement Amount and the

employer's share of payroll taxes, participating Class Members and PAGA Group Members, on behalf of themselves, the State of California (with respect to Released PAGA Claims) and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims the Released PAGA Claims.

55. Release by Plaintiff. Upon the date the Court enters an order granting final approval of the settlement and Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes, in addition to the claims being released by all Class Members, Plaintiff will provide the following additional general release ("General Release") : Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Agreement. This General Release includes any unknown claims Plaintiff does not know or suspect to exist in his favor at the time of this General Release, which, if known by them, might have affected his settlement with, and release of, the Released Parties or might have affected his decision not to object to this Settlement or this Release. To the extent the foregoing releases are releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff by his counsel. Release by Plaintiff expressly excludes any claims for workers compensation against Defendant; however, Plaintiff otherwise intends for this General Release to be as broad as legally permissible.

56. Covenant Not to Sue; Dismissal of Related Proceedings. Plaintiff covenants and agrees that he will not hereafter, directly or indirectly, commence, join in, assist, or in any manner participate in any lawsuit, claim, or proceeding of any kind against any of the Released Parties based on or arising out of the Released Claims or the Released PAGA Claims. Plaintiff further represents and warrants that, other than the Action, as of the date of execution of this Settlement Agreement, he has not filed, and is not aware of any other person having filed on his behalf, any complaint, charge, or claim against any of the Released Parties with any local, state, or federal court or administrative agency arising out of or related to the claims released herein, other than the Action and the PAGA notice to the LWDA. In the event that any such complaint, charge, or claim has been filed, Plaintiff shall promptly cause it to be withdrawn or dismissed with prejudice.

57. Non-Disparagement. Plaintiff agrees that he will not make, publish, or cause to be made or published any disparaging statements regarding Defendant, any of the Released Parties, or any of their products, services, or business practices, to any member of the media (including print, broadcast, or online news outlets) or on any public-facing social media platform, website, or online forum. Defendant agrees that it will not make, publish, or cause to be made or published any disparaging statements regarding Plaintiff or Class Counsel to any member of the media (including print, broadcast, or online news outlets) or on any public-facing social media platform, website, or online forum. Nothing in this paragraph shall prohibit any Party from (a) making truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including depositions in connection with such proceedings); (b) making truthful statements to any government agency; or (c) exercising rights protected under Section 7 of the National Labor Relations Act. This provision shall survive the Effective Date of this Settlement Agreement.

58. Neutral Reference. Defendant agrees that, upon receipt of a request for reference by Defendant's HR department at sangnak@apexglobe.com, it will only provide a neutral reference for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's employment. Plaintiff shall direct all requests for reference to Defendant's HR department. Defendant shall only provide the dates of employment and Plaintiff's last job title held with Defendant.

59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. In such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or any other Court or forum.

60. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified in this Settlement Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement and will include the proposed Notice. Should the Court fail to enter a Preliminary Approval Order, the Parties will cooperate in good faith and use their best efforts to correct whatever deficiencies the Court identifies in order to obtain Preliminary Approval.

61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the

amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for PAGA penalties; and (v) all Settlement Administration Expenses. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement Fairness Hearing.

62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a period of thirty days from the date the Court signs the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement administration matters, and (iii) such post- Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

63. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

64. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Agreement.

65. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and subject to Court's approval.

66. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

67. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement Agreement, as previously defined.

68. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, scanned copies of the signature page, and electronic signature will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that

they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

70. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

71. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

72. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

73. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

74. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

75. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this

Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel.

76. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement will be subject to final Court approval.

77. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

78. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

79. No Admission of Liability. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of any Released Party. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

80. Disputes. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Phillip Cha, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

81. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

82. Escalator Clause. Defendant confirm that there are approximately 30,000 total workweeks. In the event the total number of workweeks exceed 33,000 by the end of the Class Period, the Gross Settlement Amount shall be increased by determining the workweek value calculated off of 33,000 workweeks and multiplied by the additional number of workweeks. For example, if the total number of workweeks is 34,000 and the workweek value is $40.00 per workweek, Defendant would have to increase the Gross Settlement Amount by $40,000 (34,000 – 33,000 = 1,000 x $40.00 = $40,000).

83. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement, other than paying the Settlement Administrators costs incurred to date.

84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Settlement, specifically including the Class Counsel fees and costs payments set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except that the Parties shall cooperate to oppose the appeal in favor of the Settlement.

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 10/16/2026

Praseth S. Phev

DEFENDANT

Dated: _____

Apex Logistics International (LAX), Inc.

By:
Its:

APPROVED AS TO FORM

Dated: 10/16, 2026

THE NOURMAND LAW FIRM, APC

By: Michael Nourmand
Michael Nourmand, Esq.
James A. De Sario, Esq.

Attorneys for Plaintiff
PRASETH S. PHEV, on behalf of himself and all others similarly situated

Dated: _____, 2026

K&L GATES LLP

By: _____
Penny Chen Fox, Esq.
Carter Norfleet, Esq.

Attorneys for Defendant
APEX LOGISTICS INTERNATIONAL (LAX), INC.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Praseth S. Phev

DEFENDANT

Dated: October 15, 2026

Apex Logistics International (LAX), Inc.

By: Sangna Kuhia
Its: Vice President, Human Resources

APPROVED AS TO FORM

Dated: _____, 2026

THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand, Esq.
James A. De Sario, Esq.

Attorneys for Plaintiff
PRASETH S. PHEV, on behalf of himself and all others similarly situated

Dated: Oct. 16, 2026

K&L GATES LLP

By: _____
Penny Chen Fox, Esq.
Carter Norfleet, Esq.

Attorneys for Defendant
APEX LOGISTICS INTERNATIONAL (LAX), INC.