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Attorneys for Defendant, *G-Global Logistics Inc.*, on the following page.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ISAY ARCE, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

G-GLOBAL LOGISTICS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: 37-2024-00005400-CU-OE-CTL
Case No.: 37-2024-00013924-CU-OE-CTL

[Honorable Wendy M. Behan, Department C-66]

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

Complaint Filed: February 5, 2024

SAMUEL CHAVEZ, as an “aggrieved employee” on behalf of himself and other similarly situated “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

G-GLOBAL LOGISTICS INC.; and
DOES 1 to 25, inclusive,

Defendants.

Annie M. Ellis (SBN 273107)
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Attorneys for Defendant, G-Global Logistics Inc.

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement (“Settlement” or “Agreement”) is made by and between Plaintiffs Isay Arce and Samuel Chavez (“Plaintiffs”) and Defendant G-Global Logistics Inc. (“Defendant”) (Plaintiffs with Defendant, the “Parties”).

1. DEFINITIONS

1.1. “Action” means *Arce, et al. v. G-Global Logistics, Inc.*, Superior Court of the State of California for the County of San Diego, Consolidated, Lead Case Number 37-2024-00005400-CU-OE-CTL with Case No. 37-2024-00013924-CU-OE-CTL.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means \$10,000.00, the amount allocated to the Administrator from the Gross Settlement Amount for reimbursement of its reasonable fees and expenses, in accordance with the “not to exceed” bid submitted to the Court in connection with the approval of this Settlement.

1.4. “Aggrieved Employee” means any and all non-exempt hourly employees who were employed by Defendant in California during the PAGA Period.

1.5. “Aggrieved Employee Data” means the Aggrieved Employee identifying information in Defendant’s possession, including the name, last-known home address, telephone number, and Social Security number of the Aggrieved Employee and the number of PAGA Pay Periods that the Aggrieved Employee worked during the PAGA Period.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact with Aggrieved Employees.

1.7. “Approval Order” means the Court’s Order Granting Approval of the Settlement.

1.8. “Court” means the Superior Court of the State of California for the County of San Diego.

1.9. “Defendant” means G-Global Logistics Inc.

1.10. "Defense Counsel" means Annie Ellis of the Law Office of Annie M. Ellis, A.P.C.

1.11. "Effective Date" means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Approval Order, (b) the Judgment is final, and (c) Defendant receives a copy of the Judgment. The Judgment is final as of the day the Court enters the Judgment.

1.12. "Gross Settlement Amount" means \$177,500.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Section 7 herein. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment.

1.13. "Individual PAGA Payment" means an Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods of the Aggrieved Employee and pursuant to Labor Code section 2699, subd. (m).

1.14. "Judgment" means the Judgment entered by the Court based on its Approval Order.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (a).

1.16. "LWDA PAGA Payment" means the LWDA's 75% share of the PAGA Penalties, calculated pursuant to Labor Code section 2699, subd. (m).

1.17. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA Counsel" means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C. and Maralle Messrelian of MM Law, APC.

1.19. "PAGA Counsel Expenses Payment" means \$25,000.00, the amount allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action.

1.20. "PAGA Counsel Fees Payment" means one third of the Gross Settlement Amount, the amount allocated to PAGA Counsel for their reasonable fees incurred to prosecute the Action.

1.21. "PAGA Pay Period" means any Pay Period in which an Aggrieved Employee engaged in any productive work activity for which he or she was paid as an hourly non-exempt employee.

1.22. "PAGA Period" means January 19, 2023, through December 31, 2024.

1.23. "PAGA Notices" means the Notices of Labor Code Violations and PAGA Penalties that Plaintiffs submitted to the LWDA and sent via certified mail to Defendant on January 19, 2024, and February 4, 2024, pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties will be allocated 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code section 2699, subd. (m).

1.25. "PAGA Representatives" or "Plaintiffs" means Isay Arce and Samuel Chavez, the named Plaintiffs in the Action.

1.26. "Released Claims" means the claims being released by the Aggrieved Employees, as described in Paragraph 5.1 herein.

1.27. "Released Parties" means Defendant and any related G-Global brands, including all of their respective current and former owners, officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, predecessors, successors, assigns, or legal representatives.

2. RECITALS

2.1. On January 19, 2024, Plaintiff Samuel Chavez submitted to the LWDA and sent via certified mail to Defendant, a Notice of Labor Code Violations and PAGA Penalties, pursuant to Labor Code section 2699.3, subd. (a).

2.2. On February 4, 2024, Plaintiff Isay Arce submitted to the LWDA and sent via certified mail to Defendant, a Notice of Labor Code Violations and PAGA Penalties, pursuant to Labor Code section 2699.3, subd. (a).

2.3. On February 5, 2024, Plaintiff Isay Arce filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action under the California Labor Code ("Labor Code") and Business and Professions Code.

2.4. On March 25, 2024, Plaintiff Samuel Chavez filed a Representative Action Complaint against Defendant, which alleged an individual and representative cause of action for civil penalties under PAGA.

2.5. On April 10, 2024, Plaintiff Isay Arce filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth cause of action for civil penalties under PAGA.

2.6. On June 4, 2024, Plaintiffs filed a Second Amended Consolidated Class and Representative Action Complaint (“operative Complaint”) against Defendant, which included each Plaintiffs’ factual allegations and alleged eight individual and class causes of action under the Labor Code and Business and Professions Code and a ninth cause of action for civil penalties under PAGA.

2.7. In or around June 2024, the Parties agreed (1) that the Action should proceed on a PAGA-only basis, as each Plaintiff and a vast majority of the putative Class signed an enforceable arbitration agreement containing a valid class action waiver at the commencement of their employment with Defendant, and (2) to attempt to resolve the matter through private mediation.

2.8. Between June 2024 and October 2024, in preparation for mediation, the Parties agreed to an informal exchange of data and documents, which included, but was not limited to, 100% of time and corresponding payroll records of all Aggrieved Employees, a sample of Meal Period and Rest Break Reporting Forms, and the New Hire Packet containing Defendant’s wage and hour policies in effect during the PAGA Period.

2.9. On October 23, 2024, the Parties participated in private mediation with experienced wage-and-hour mediator, Steven Rottman, Esq. The mediation session resulted in a settlement in principle, the terms of which are encompassed in this Agreement.

3. MONETARY TERMS

3.1. *Gross Settlement Amount.* The Gross Settlement of \$177,500.00 is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 7 herein. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in its Approval Order:

3.1.1. *To PAGA Counsel:* A PAGA Counsel Expenses Payment of not more than \$25,000.00 for reimbursement of their reasonable expenses incurred to prosecute the Action; and a PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, or \$59,166.67 for their reasonable fees incurred to prosecute the Action. Defendant will not oppose requests for Court approval of

these payments provided such payments do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a Motion for Court approval of the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment. If the Court approves a PAGA Counsel Expenses Payment and/or a PAGA Counsel Fees Payment in amounts less than requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of any PAGA Counsel Expenses Payment or PAGA Counsel Fees Payment. The Administrator will pay the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment, and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division of any of these Payments.

3.1.2. *To the Administrator:* An Administration Expenses Payment of not more than \$10,000.00 for reimbursement of the Administrator's reasonable fees and expenses. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Settlement Administrators has been mutually selected as the Administrator.

3.1.3. *To the LWDA and Aggrieved Employees:* PAGA Penalties to be paid from the Gross Settlement Amount equal to the Gross Settlement Amount less the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment. PAGA Penalties will be allocated 75% to the LWDA ("LWDA PAGA Payment") and 25% to the Aggrieved Employees ("Individual PAGA Payments"), pursuant to Labor Code section 2699, subd. (m).

3.1.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., the Net Settlement Amount) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator is solely responsible for reporting the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments shall be allocated 100% as penalties.

1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. *Aggrieved Employee Data.* No later than thirty (30) calendar days after the Judgment is final,
3 Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft
4 Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the
5 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the
6 Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator
7 employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.
8 The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
9 resolve any issues related to missing or omitted Aggrieved Employee Data.

10 4.2. *Funding of Gross Settlement Amount.* No later than October 23, 2025, provided that the
11 Effective Date has occurred, Defendant shall fully fund the Gross Settlement Amount by transmitting the
12 funds to the Administrator.

13 4.3. *Payments from the Gross Settlement Amount.* No later than fourteen (14) calendar days after
14 Defendant fully funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual
15 PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Expenses Payment, the PAGA
16 Counsel Fees Payment, and the Administration Expenses Payment. Disbursement of the PAGA Counsel
17 Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA
18 Payments.

19 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send
20 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the Notice of
21 PAGA Settlement Agreement attached hereto as **Exhibit A**. The face of each check shall prominently state
22 the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel
23 all checks not cashed by the void date. Before mailing any checks, the Administrator must update the
24 recipients' mailing addresses using the National Change of Address Database.

25 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all
26 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. The
27 Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained
28 through the Aggrieved Employee Address Search within seven (7) business days of receiving a returned

1 check. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-
2 mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to
3 any Aggrieved Employee whose original check was lost, misplaced, or requested by the Aggrieved
4 Employee prior to the void date.

5 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
6 and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to
7 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

8 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
9 any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k)
10 contributions or bonuses) beyond those specified in this Agreement.

11 **5. RELEASE OF CLAIMS**

12 Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiffs are the designated
13 agents of the LWDA and are proceeding as private attorneys general by bringing this enforcement action
14 to recover civil penalties on behalf of the LWDA and Aggrieved Employees. The Parties and Plaintiffs
15 agree that, effective on the date Defendant fully funds the entire Gross Settlement Amount, the LWDA
16 and Aggrieved Employees shall release the Released Parties from any claim for civil penalties arising out
17 of the Released Claims. As consideration for this release, the LWDA shall receive 75% of the PAGA
18 Penalties and the Aggrieved Employees shall receive 25% of the PAGA Penalties, consistent with the
19 requirements of the Labor Code sections 2698, et seq.

20 5.1. *Release by Aggrieved Employees.* Effective on the date Defendant fully funds the Gross
21 Settlement Amount, the Aggrieved Employees and their respective former and present representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release the Released
23 Parties from (i) all PAGA claims, causes of action, damages, expenses, penalties, attorneys' fees, costs,
24 and any other form of relief or remedy in law, equity, or whatever kind or nature asserted in the operative
25 Complaint and PAGA Notices, (ii) all PAGA claims, causes of action, damages, expenses, penalties,
26 attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that
27 could have reasonably been asserted in the operative Complaint and PAGA Notices, and (iii) all PAGA
28 claims, causes of action, damages, expenses, penalties, attorneys' fees, costs, and any other form of relief

1 or remedy in law, equity, or whatever kind or nature arising out of the same operative facts, including
2 claims for civil penalties under PAGA for violations of the Labor Code based on Defendant's failure to
3 pay all wages due (including minimum wages, straight time wages, regular rate wages, sick pay, vacation
4 wages, and overtime wages), failure to provide compliant meal periods, failure to authorize and permit
5 compliant rest periods, failure to provide accurate itemized wage statements, failure to factor bonus,
6 incentive or other payments into regular rate of pay, failure to timely pay all wages due during
7 employment and at the time of termination, failure to reimburse employees for all business-related
8 expenses, failure to keep adequate records, violation of the Wage Orders and all damages, interest,
9 penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action
10 under California law, to the extent permissible ("Released Claims").

11 5.2. *Release by PAGA Counsel.* Effective on the date Defendant fully funds the Gross Settlement
12 Amount, PAGA Counsel and their present and former attorneys, employees, agents, successors, and
13 assigns, will be deemed to release the Released Parties from all claims for fees or expenses incurred in
14 connection with the claims alleged in the operative Complaint and the facts stated in the operative
15 Complaint and PAGA Notices.

16 **6. SETTLEMENT ADMINISTRATION**

17 6.1. *Selection of Administrator.* The Parties have jointly selected Phoenix Settlement
18 Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix
19 Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
20 specified in this Agreement in exchange for payment of any administration expenses. The Parties and their
21 Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator
22 other than a professional relationship arising out of prior experiences administering settlements.

23 6.2. *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the
24 requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

25 6.3. *Employer Identification Number.* The Administrator shall have and use its own Employer
26 Identification Number for purposes of calculating payroll tax withholdings and providing reports to state
27 and federal tax authorities.
28

6.4. *Administrator Duties.* The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7. AGGRIEVED EMPLOYEE SIZE ESTIMATES

On October 23, 2024, the Parties agreed that the estimated number of PAGA pay periods worked by an estimated 139 Aggrieved Employees from January 19, 2023, through December 31, 2024 was 6,000. If the total number of PAGA Pay Periods during the PAGA Period is in excess of fifteen percent (15%) of 6,000, the Gross Settlement Amount will be increased on a pro rata basis for each PAGA Pay Period above 6,900. If this Escalator Clause is triggered, alternatively, Defendant reserves the right to modify the PAGA Period to an earlier end date to reduce the PAGA Pay Periods to 6,900 or fewer.

8. CONTINUING JURISDICTION OF THE COURT

8.1. *Continuing Jurisdiction.* The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, Action, and Settlement for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. This Agreement shall be binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

8.2. *Waiver of Right to Appeal.* Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment, the Parties and their respective counsel 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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1 **9. ADDITIONAL PROVISIONS**

2 9.1. *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed stipulation or motion
3 for approval of the Settlement, PAGA Counsel and Defense Counsel will expeditiously work together on
4 behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
5 If the Court does not grant the motion for approval of the Settlement or conditions its approval on any
6 material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
7 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
8 and otherwise satisfy the Court's concerns.

9 9.2. *No Admission of Liability or Representative Manageability for Other Purposes.* This
10 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement
11 is intended or should be construed as an admission by Defendant that any of the allegations in the
12 operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be
13 intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit.
14 The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the
15 Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the
16 Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement,
17 and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
18 connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this
19 Agreement. This Settlement cannot be used, directly or indirectly, to introduce, use, or admit in this case
20 or in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported
21 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or
22 executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law
23 or in equity, or for any other purpose.

24 9.3. *Integrated Agreement.* Upon execution by all Parties and their counsel, this Agreement,
25 together with its attached Exhibits, shall constitute the entire agreement between the Parties relating to the
26 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
27 by any Party.

1 9.4. *Attorney Authorization.* PAGA Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
3 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
4 execute any other documents reasonably required to effectuate the terms of this Agreement including any
5 amendments to this Agreement.

6 9.5. *Cooperation.* The Parties and their counsel will cooperate with each other and use their best
7 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
8 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
9 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
10 to implement the Settlement, or on any modification of this Agreement that may become necessary to
11 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12 9.6. *No Prior Assignments.* The Parties separately represent and warrant that they have not directly
13 or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
14 or entity and portion of any liability, claim, demand, action, cause of action, or right released and
15 discharged by the Party in this Settlement.

16 9.7. *No Tax Advice.* Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are
17 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
18 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
19 amended) or otherwise.

20 9.8. *Modification of Agreement.* This Agreement, and all parts of it, may be amended, modified,
21 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
22 approved by the Court.

23 9.9. *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the
24 benefit of, the successors of each of the Parties.

25 9.10. *Applicable Law.* All terms and conditions of this Agreement and its Exhibits will be
26 governed by and interpreted according to the internal laws of the State of California, without regard to
27 conflict of law principles.
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1 9.11. *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation of this
2 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
3 drafter or participated in the drafting.

4 9.12. *Confidentiality.* Other than information necessary to secure Court approval of this
5 settlement, Plaintiffs and PAGA Counsel agree they will not make any public disclosure of the Settlement.
6 PAGA Counsel will take all steps necessary to ensure Plaintiffs are aware of and will adhere to this
7 restriction. PAGA Counsel will not include or use the Settlement for any marketing or promotional
8 purposes, regardless of whether or not Defendant is identified. In the event PAGA Counsel inadvertently
9 violate this provision, they may cure such violation by withdrawing all marketing or promotional materials
10 in violation of this provision within ten (10) calendar days of receipt of notice of the violation from
11 Defendant.

12 9.12.1. Following approval of the Settlement, Plaintiffs and PAGA Counsel will not have
13 any communications with any media other than to direct any media inquiries to the public records of the
14 Actions on file with the Court.

15 9.12.2. Following approval of the Settlement, Plaintiffs and Plaintiffs' counsel may
16 communicate with Aggrieved Employees about this Settlement and lawsuit, as well as provide any further
17 information as requested by any courts, the LWDA, and other state and/or federal agencies. Nothing
18 herein will restrict PAGA Counsel from including publicly available information regarding this Settlement
19 in future judicial submissions regarding PAGA Counsel's qualifications and experience.

20 9.12.3. The Parties agree that violation of this Section constitutes a breach of the agreement
21 that cannot practically be cured. Thus, any actions to enforce this provision may be brought on an *ex parte*
22 or otherwise expedited basis, and Defendant may seek any and all available remedies, including but not
23 limited to injunctive relief.

24 9.12.4. To the extent permitted by law, all agreements made, and orders entered during the
25 Action and in this Agreement relating to the confidentiality of information shall survive the execution of
26 this Agreement.

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9.13. *Use and Return of Aggrieved Employee Data.* Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.14. *Headings.* The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.15. *Calendar Days.* Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.16. *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

MOON LAW GROUP, P.C.
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

MM LAW, APC
Maralle Messrelian
500 North Brand Boulevard, Suite 2000
Glendale, California 91203
Telephone: (818) 810-7747
Email: maralle@mmlawapc.com

1 To Defendant:

2 LAW OFFICE OF ANNIE M. ELLIS, A.P.C.
3 Annie M. Ellis
4 2170 Fourth Avenue
5 San Diego, California 92101
6 Telephone: (619) 798-8075
7 Email: annie.ellis@annieellislaw.com

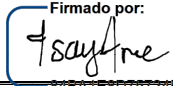
8 9.17. *Execution in Counterparts.* This Agreement may be executed in one or more counterparts by
9 facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted
10 as an original. All executed counterparts and each of them will be deemed to be one and the same
11 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
12 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13 9.18. *Stay of Litigation.* The Parties agree that, upon the full execution of this Agreement, the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon
15 the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to
16 trial under CCP section 583.310 for the entire period of this settlement process.

17 The Parties hereby execute this Agreement.

18 *Signatures on following page.*

1 Dated: 12/9/2024

Firmado por:

Isay Arce, Plaintiff

3 Dated:

Samuel Chavez, Plaintiff

5 Dated:

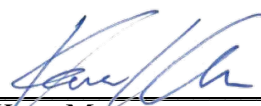
G-Global Logistics Inc., Defendant

7 Title

9 Dated:

MOON LAW GROUP, P.C.

11 By:


Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Isay Arce

15 Dated:

MM LAW, APC

17 By:

Maralle Messrelian
Attorneys for Plaintiff, Samuel Chavez

19 Dated:

LAW OFFICE OF ANNIE M. ELLIS, A.P.C.

21 By:

Annie Ellis
Attorneys for Defendant, G-Global Logistics Inc.

1 Dated:

Isay Arce, Plaintiff

2
3 Dated: 12/10/2024


Samuel Chavez (Dec 10, 2024 11:41 PST)

Samuel Chavez, Plaintiff

4
5 Dated:

G-Global Logistics Inc., Defendant

6
7 Title

8
9 Dated:

MOON LAW GROUP, P.C.

10
11 By:

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Isay Arce

12
13
14 Dated: 12-10-2024

MM LAW, APC

15
16 By:


Maralle Messrelian
Attorneys for Plaintiff, Samuel Chavez

17
18
19 Dated:

LAW OFFICE OF ANNIE M. ELLIS, A.P.C.

20
21 By:

Annie Ellis
Attorneys for Defendant, G-Global Logistics Inc.

1 Dated:

Isay Arce, Plaintiff

3 Dated:

Samuel Chavez, Plaintiff

Alejandro Payro

5 Dated: 12 / 03 / 2024

G-Global Logistics Inc., Defendant

CFO

Title

9 Dated:

MOON LAW GROUP, P.C.

11 By:

Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorneys for Plaintiff, Isay Arce

15 Dated:

MM LAW, APC

17 By:

Maralle Messrelian
Attorneys for Plaintiff, Samuel Chavez

19 Dated: 12 / 02 / 2024

LAW OFFICE OF ANNIE M. ELLIS, A.P.C.

21 By:

Annie Ellis
Annie Ellis
Attorneys for Defendant, G-Global Logistics Inc.