SETTLEMENT AGREEMENT AND RELEASE

Claimants Robert Kokoszka and Maral Matveliyeva ("Claimants") and Respondents Trans LAX, LLC and ORD ICO, LLC, d/b/a Scan Global/TransGroup ("Scan Global" or "Respondents") (collectively with Claimants, the "Parties") hereby enter into this Settlement Agreement and Release ("Agreement") to resolve the wage and hour claims of Claimants and Class Members (as defined below).

RECITALS

WHEREAS, on January 8, 2025 and April 23, 2025, Claimants, through counsel, sent Scan Global a letter in which they asserted that Scan Global improperly denying its Logistics Employees (as defined herein) proper overtime pay in violation of the Fair Labor Standards Act ("FLSA") and analogous state laws; and for California Logistics Employees, Scan Global failed to pay for all hours worked over eight in a single workday or forty in a workweek, failed to timely pay wages due during employment and upon separation, failed to provide timely, accurate, and itemized wage statements, and engaged in unfair business practices in violation of California law (the "Claims"); and invited Scan Global to engage in pre-suit settlement negotiations;

WHEREAS, on or around April 17, 2025, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the Claims and agreed to toll the limitations period on the Claims. The tolling agreement was subsequently modified on May 12, 2025;

WHEREAS, following the exchange of data and documents, the Parties participated in a full-day mediation session on December 1, 2025, with the assistance of experienced mediator Tagore Subramaniam;

WHEREAS, the Parties negotiated a detailed term sheet which was subsequently fully executed on January 6, 2026;

WHEREAS, the purpose of this Agreement is to settle fully and finally the Claims raised by Claimants on behalf of themselves and other Logistics Employees;

WHEREAS, Scan Global and Released Parties (as defined herein) deny all liability to Claimants and any other Logistics Employees;

WHEREAS, Claimants' Counsel analyzed and evaluated the merits of Claimants' and other Logistics Employees' Claims; obtained and reviewed documents relating to Claimants' personnel files and Scan Global's policies; analyzed payroll and timecard data; and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that in the event of a recovery, it would not occur for several years, Claimants' Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Claimants and Logistics Employees;

NOW, THEREFORE, in consideration of the mutual covenants and promises that are set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Claims on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

1.1. **Agreement** or **Settlement** means this Settlement Agreement and Release and the exhibits hereto, which the Parties agree and understand set forth all material terms and conditions of the Settlement between them, and which is subject to Arbitrator approval.

1.2. **Application for Final Approval** means documents and materials to be filed with the Arbitrator pursuant to Section 3.1, seeking final approval of the Settlement, Attorneys' Fees and Costs, and Service Awards.

1.3. **Arbitration Demand** means a demand for arbitration to be submitted to the Arbitrator in a form substantially similar to **Exhibit D.**

1.4. **Arbitrator** means Michael Russell.

1.5. **Attorneys' Fees and Costs** means such funds as may be awarded by the Arbitrator to Claimants' Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.

1.6. **Bar Date** means the date that is thirty (30) Days from the date of the initial mailing of Notice or the date that is thirty (30) Days from the re-mailing of any Notice that is returned undeliverable. The Bar Date is the deadline for Class Members' Objections or Opt-out Statements, if any.

1.7. **California Class Members** means Logistics Employees employed at Scan Global's Torrance, CA (LAX) location during the California Class Period.

1.8. **California Class Period** means January 8, 2021 through December 1, 2025.

1.9. **Class Members** means "California Class Members" and "Illinois Class Members."

1.10. **Check Cashing Period** means the one-hundred and twenty (120) Day period beginning the day the Settlement Administrator sends the Settlement Checks to Participating Class Members.

1.11. **Claimants** mean Robert Kokoszka and Maral Matveliyeva.

1.12. **Claimants' Counsel** means Outten & Golden LLP.

1.13. **Class List** means a list of all Class Members, including their names, last known addresses, last known telephone numbers, last known personal email addresses, Social Security numbers, start and (if applicable) end date of employment with Scan Global, and locations of employment with Scan Global as Logistics Employees.

1.14. **Court** means the Superior Court of Los Angeles County, to which the Parties will apply for confirmation of the Arbitrator's Final Approval Award.

1.15. **Court Confirmation** means the filing of the Final Approval Award in Court for confirmation.

1.16. **Days** means calendar days.

1.17. **Effective Date** means the date on which the Court confirms the Arbitrator's Final Approval Award assuming there are no objections to the settlement. If there are objections, the Effective Date means the date by which the appeals period for the Court's confirmation of the Arbitrator's Final Approval Award expires.

1.18. **Eligible Workweek** means each calendar week worked by a Participating Class Member as a Logistics Employee during the California Class Period or the Illinois Class Period.

1.19. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation, including but not limited to FICA, FUTA, and SUTA obligations.

1.20. **Fairness Hearing** means the hearing before the Arbitrator relating to the application for Final Approval.

1.21. **Final Approval Award** means the award entered by the Arbitrator after the Fairness Hearing, certifying the Class, approving the terms and conditions of this Agreement, and authorizing distribution of the Settlement Checks, Service Awards, and Attorneys' Fees and Costs, consistent with this Agreement.

1.22. **Funding Date** means no more than 30 days after the Effective Date.

1.23. **Illinois Class Members** means Logistics Employees employed at Scan Global's Bensenville, IL (ORD) location during the Illinois Class Period.

1.24. **Illinois Class Period** means January 8, 2022 through December 1, 2025.

1.25. **Logistics Employee** means individuals employed by Scan Global in the job titles of Agents, Specialists, and/or Coordinators, including in Air, Domestic, Export, Import, International, Logistics, Ocean, Operational Supply Chain roles, and other similar roles, as identified in the pre-mediation data produced by Scan Global.

1.26. **Net Fund** means the remainder of the Total Settlement Amount after deductions/payments for: (1) Arbitrator-approved Attorneys' Fees and Costs; (2) Arbitrator-approved Service Awards; (3) settlement administration costs, (4) the PAGA Fund; and (5) costs associated with arbitration approval.

1.27. **Notice** means the Arbitrator-approved Notice of Proposed Class Action Settlement as authorized in the Preliminary Approval Award, in a form substantially similar to **Exhibits A-1 through A-3.**

1.28. **Objection** means the written statement that an individual Class Member submits to object to the Settlement.

1.29. **Objector** means a Class Member who properly files an Objection to the Settlement and does not include any Class Member who opts out of this Settlement.

1.30. **Opt-Out Statement** is a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.

1.31. **Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.

1.32. **Parties** means Claimants and Respondents.

1.33. **PAGA Check Enclosure Letter** means the letter attached hereto as **Exhibit C-1**, which the Settlement Administrator shall mail to PAGA Members together with the PAGA Settlement Check.

1.34. **PAGA Notice Letter** means the letter that Claimant Matveliyeva submitted to the California Labor and Workforce Development Agency (LWDA) on December 5, 2025.

1.35. **PAGA Fund** means $5,000 of the Total Settlement Amount that is attributed to settle fully and finally the PAGA claims of PAGA Members.

1.36. **PAGA Members** means California Class Members employed in California during the PAGA Period.

1.37. **PAGA Payment** means thirty-five percent (35%) of the PAGA Fund, or $1,750, which shall be paid to PAGA Members.

1.38. **PAGA Period** means January 8, 2024 through December 1, 2025.

1.39. **PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement.

1.40. **Preliminary Approval Award** means the award entered by the Arbitrator: (1) preliminarily certifying the Class solely for the purpose of effectuating the Agreement; (2) preliminarily approving the terms and conditions of this Agreement; (3) appointing

Claimants' Counsel as Class Counsel; (4) directing the manner and timing of providing Notice to Class Members; and (5) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.

1.41. **Preliminary Approval Date** means the date on which the Arbitrator enters the Preliminary Approval Award.

1.42. **Preliminary Approval Motion** means the documents and materials to be filed with the Arbitrator seeking preliminary approval of this Agreement and the issuance of the Preliminary Approval Award.

1.43. **Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Respondents.

1.44. **Released California Claims** means any and all California claims for minimum wage, overtime, meal and rest break, waiting time, and wage statement violation claims that were plead or could have been plead in the Arbitration Demand and accrued during California Class Members' employment with Respondents during the California Class Period. This includes related claims for penalties, interest, attorneys' fees, costs, and expenses as well as claims based on related conduct under Bus. & Prof. Code § 17200.

1.45. **Released Illinois Claims** means any and all Illinois minimum wage and overtime claims that were plead or could have been plead in the Arbitration Demand that accrued during Illinois Class Members' employment with Respondents during the Illinois Class Period. This includes related claims for penalties, interest, treble damages, attorneys' fees, costs, and expenses.

1.46. **Released PAGA Claims** means any and all claims relating to penalties under California's Private Attorney General Act ("PAGA") pled in the Arbitration Demand and PAGA Notice Letter, or that could have been pled based on the facts alleged in the Arbitration Demand and PAGA Notice Letter that accrued during PAGA Members' employment with Respondents during the PAGA Period.

1.47. **Released Parties** means Respondents, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former and future, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.48. **Reminder** means the Arbitrator-approved reminder to be sent by the Settlement Administrator to Participating Class Members reminding them to cash their Settlement Checks, in a form substantial similar to **Exhibits B-1 through B-3**.

1.49. **Respondents** or **Scan Global** means Trans LAX, LLC and ORD ICO, LLC, d/b/a Scan Global/TransGroup.

1.50. Respondents' Counsel means O'Hagan Meyer.

1.51. Service Award means the Arbitrator-approved awards of up to Ten Thousand Dollars ($10,000.00) each to be paid to Claimants Robert Kokoszka and Maral Matveliyeva (total $20,000) in recognition of their service as class representatives.

1.52. Settlement Amount means each Participating Class Member's share of the Net Fund calculated in accordance with this Agreement.

1.53. Settlement Check means the checks issued to each Participating Class Member and Member for their Settlement Amount.

1.54. Total Settlement Amount means Five-Hundred Thousand ($500,000.00), which is the total amount that Respondents have agreed to pay to fully resolve the Claims, subject to the escalator clause contained in Section 9.1(b), and which includes Arbitrator-approved Attorneys' Fees and Costs; Arbitrator-approved Service Awards; all penalties (including but not limited to PAGA penalties); all interest; all liquidated damages; settlement administration costs, and any applicable arbitration approval fees and related arbitrator costs. The Total Settlement Amount does not include Employer Payroll Taxes on the wage portion of the settlement, which Respondents shall pay separately.

1.55. Work Dates means each Logistics Employee's first and last date of employment as a Logistics Employee based on Scan Global's records.

2. AGREEMENT TO ARBITRATE

2.1. Agreement to Arbitrate. The Parties hereby agree to submit this Settlement for approval to the Arbitrator. The Parties will ask the Arbitrator to approve this Settlement by entering the Preliminary Approval Award and ultimately entering the Final Approval Award, as specified in this Agreement. The Parties do not agree to arbitrate any matters other than the approval and implementation of this Settlement and issues related to that process as set forth in this Agreement.

2.2. Appointment of Arbitrator. The Parties agree to the appointment of the Arbitrator.

2.3. Costs of Arbitration. The arbitration fees and costs for the Arbitrator shall be paid from the Total Settlement Amount.

3. APPLICATION FOR PRELIMARY SETTLEMENT APPROVAL

3.1. Preliminary Approval. Claimants' Counsel shall submit the Preliminary Approval Motion, together with the Arbitration Demand, to the Arbitrator within fourteen (14) Days of the date this Agreement is fully executed. The Application shall include: (1) the proposed Notices attached hereto as **Exhibits A-1 through C-1**; (2) a proposed Preliminary Approval Award; and (3) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying the Class under Fed. R. Civ. P. 23 for settlement purposes only and preliminarily approving the Agreement. The Application will seek a date for the Fairness Hearing before the Arbitrator at the earliest practicable date.

4. SETTLEMENT ADMINISTRATION AND NOTICE TO CLASS MEMBERS

4.1. The Parties have selected ILYM Group, Inc. to serve as the Settlement Administrator.

4.2. **Duties of the Settlement Administrator.** The Settlement Administrator will be responsible for: establishing a QSF account; preparing, printing, and disseminating the Notice via mail to Class Members; preparing, monitoring, and maintaining a website where Class Members can review information about the settlement (including the preliminary and final approval awards) and update their contact information; making commercially reasonable searches for new address with no forwarding address, including by tracing any Notices returned undeliverable up to two times and sending Notice to any Class Member who contacts the Settlement Administrator or Claimants' Counsel and requests a Notice between the initial mailing of the Notice and the Bar Date; maintaining an email address which Class can use to make inquiries and provide address updates; promptly furnishing to Claimants' Counsel and Respondents' Counsel copies of any Class Member's Objection and/or Opt-Out Statement that the Settlement Administrator receives; receiving and tracking Class Members' Opt-Out Statements, Objections, and other correspondence; determining the number of Eligible Workweeks attributable to each Class Member; determining the Settlement Amount to be allocated to each Class Member, in accordance with this Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld, including Scan Global's funding obligations for Employer Payroll Taxes; preparing and mailing Settlement Checks to Participating Class Members; preparing and sending Reminders to Participating Class Members who have not yet cashed their Settlement Checks, reminding them to cash their checks via mail, email, and text message thirty (30), sixty (60), and ninety (90) days after the initial mailing of Settlement Checks; providing a report of uncashed checks to the Parties' counsel half-way through the Check Cashing Period; making commercially reasonable searches for new addresses with no forwarding address, including by tracing any Settlement Checks returned undeliverable up to two times to obtain a new mailing address and resending the checks; distributing any approved Service Awards and Attorneys' Fees and Costs; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; determining the tax characterization of the Service Awards; informing the Parties' counsel if any Class Members dispute their Work Dates and, if appropriate, asking for more information/records; referring to Claimants' Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator's duties specified herein; retaining and providing a copy of Settlement Checks endorsed by Participating Class Members to Parties' counsel; timely responding to communications from the Parties' counsel; maintaining adequate records of its activities, including the dates of the mailing(s) of Notice, returned mail and other communications and attempted written or electronic communications with Class Members; protecting the personal data of Class Members, including Social Security numbers, from public disclosure; preparing a final accounting of settlement funds remaining in the QSF after the expiration of the Check Cashing Period, and distributing the remaining funds in accordance with this Agreement; preparing and providing a compliance affidavit in connection with the Application for Final Approval and/or any Court-required final accounting hearing; providing the Parties with a final list of Participating Class Members; and such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its notice duties.

4.3. **Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.

4.4. **Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement throughout the settlement administration period. The Settlement Administrator will provide weekly reports to counsel regarding the status of the mailing of the Notice, Settlement Checks, and Reminders.

4.5. Respondents agree to cooperate with the Settlement Administrator and to provide accurate information to the extent reasonably available and necessary to calculate the Settlement Amounts to be distributed pursuant to this Agreement and locate Class Members.

5. NOTICE

5.1. **Class List.** Within fourteen (14) Days of the Preliminary Approval Award, Respondent's Counsel shall provide the Settlement Administrator and Claimants' Counsel with the Class List. Within seven (7) Days of receipt of the Class List, the Settlement Administrator shall provide Claimant's Counsel and Respondent's Counsel with its calculations regarding the number of Eligible Workweeks so that the Parties are able to determine whether Respondents are required to increase the Total Settlement Amount in accordance with Section 9.1(b).

5.2. **Notice Content.** The Notice will include a description of the Claims and this Agreement, the estimated amount of each Class Member's Settlement Check, and the opportunity (and consequences) to object or opt out and/or to appear at the Fairness Hearing, as applicable.

5.3. **Notice Distribution.** Within twenty-one (21) Days of the receipt of the Class List, the Settlement Administrator shall send to all Class Members the Arbitrator-approved Notice via mail, e-mail, and text message.

5.4. **Skip Trace and Remailing.** The Settlement Administrator shall use all reasonable means to confirm Class Members' addresses and obtain new addresses, as necessary. In the event that a Notice is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by mail and/or other relevant means, provided that no remailing takes place after the 30th day after the initial mailing is sent out. The Settlement

Administrator shall also mail or email a Notice to any Class Member who contacts the Settlement Administrator or Claimants' Counsel during the period between the initial mailing of the Notice and the Bar Date, and requests a Notice.

6. CLASS MEMBER OPT-OUTS

6.1. Class Members shall have until the Bar Date to opt-out.

6.2. **Opt-Out Statement.** Class Members who choose to opt out of the Settlement must mail a written, signed Opt-Out Statement to the Settlement Administrator that states that they are opting out of the Settlement, and includes their name, address, telephone number, and a statement indicating their intention to opt-out, such as: "I opt out of the Scan Global wage and hour settlement." To be effective, the Opt-Out Statement must be post-marked or otherwise received by the Bar Date.

6.3. The Settlement Administrator will stamp the received date on the original of each Opt-Out Statement that it receives and shall serve copies of each Opt-Out Statement on Claimants' Counsel and Respondents' Counsel no later than three (3) Days after receipt. The Settlement Administrator shall provide all Opt-out Statements as exhibits to its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and the originals of all envelopes accompanying Opt-Out Statements in its files until the Effective Date.

6.4. **Tolerance of Opt-Outs.** Respondents retain the right, in the exercise of their sole discretion, to nullify the Settlement within thirty (30) Days after the Bar Date if ten percent (10%) or more of Class Members opt out of this settlement.

7. OBJECTIONS TO SETTLEMENT

7.1. Participating Class Members shall have until the Bar Date to object.

7.2. Participating Class Members who wish to object to the Settlement at the Fairness Hearing must first do so in writing. To be considered, such Objection must be mailed to the Settlement Administrator and post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objecting to the Settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Objector. The Settlement Administrator will stamp the date received on the original and send copies of each Objection and any supporting documentation, as well as a copy of the Notice mailed to the Objector, to Claimants' Counsel and Respondents' Counsel by email no later than three (3) Days after receipt of the Objection. Class Members who opt out may not object.

7.3. An Objector has the right to appear at the Fairness Hearing either on their own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state their intention to do so in writing on their Objection at the time they submit their Objection. An Objector may withdraw their Objection at any time.

7.4. Claimants' Counsel shall file copies of any Objections with the Arbitrator and the Parties may file with the Arbitrator written responses to any filed Objections no later than three (3) Days before the Fairness Hearing.

8. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

8.1. After the Bar Date, in accordance with the schedule set by the Arbitrator in the Preliminary Approval Award and in advance of the Fairness Hearing, Claimants' Counsel shall file the Application for Final Approval. The Application for Final Approval will include an application for Attorneys' Fees and Costs and Service Awards; any supporting affidavits and documents from Claimants' Counsel in support of the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and the proposed Final Approval Award.

8.2. At the Fairness Hearing, and through the Application for Final Approval, the Parties shall request that the Arbitrator, among other things: (1) finally certify the Classes for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members; (3) order the Settlement Administrator to distribute Settlement Checks to Participating Class Members; (4) order the distribution of Service Awards, Attorneys' Fees and Costs, settlement administration costs, and any applicable arbitration approval fees to be paid from the QSF; (5) order dismissal with prejudice of all Released Class Claims asserted in the Arbitration, as set forth herein; (6) order entry of the Final Approval Award, in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation or enforcement of this Agreement and of the settlement contemplated hereby.

9. SETTLEMENT TERMS

9.1. Settlement Amount.

a. **Total Settlement Amount.** Respondents agree to pay a Total Settlement Amount of Five Hundred Thousand Dollars ($500,000.00).

b. **Escalator.** This settlement is intended to cover no more than 6,027 workweeks for no more than 77 Class Members identified in the pre-mediation data produced by Respondents. Should the total number of workweeks increase by more than 5% (or approximately 301.35 workweeks), the Total Settlement Amount will increase by a proportionate additional amount for each additional workweek beyond 5%.

c. **Funding Date.** Respondents shall pay the Total Settlement Amount, subject to the Escalator clause set forth in Paragraph 9.1(b), into the Qualified Settlement Fund established by the Settlement Administrator on or before the Funding Date.

9.2. Unclaimed Funds and QSF Interest Disbursement. Any interest that accrues on the QSF, and any portion of the Net Fund not disbursed after the expiration of the Check Cashing Period (i.e., Class Members' uncashed Settlement Checks) shall be redistributed pro rata to Participating Class Members. If redistribution is not economically feasible, the unclaimed funds shall be disbursed to a *cy pres* recipient selected by Claimants' Counsel, subject to Respondents' Counsel's reasonable approval, and approved by the Arbitrator.

9.3. Attorneys' Fees and Costs.

a. At the Fairness Hearing and through the Application for Final Approval, Claimants' Counsel will petition the Arbitrator for an award of attorneys' fees of up to one-third of the Total Settlement Amount, plus reimbursement of their out-of-pocket costs, to be paid from the QSF. Respondents will not oppose this application, including request for reconsideration if the application is denied or modified by the Arbitrator.

b. The substance of Claimants' Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of any proceeding related to Claimants' Counsel's application for fees and expenses shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Class Members.

9.4. Service Awards.

a. In consideration of the services rendered to the Classes, Claimants will apply to the Arbitrator to receive up to Ten Thousand Dollars ($10,000.00) each as Service Awards from the Total Settlement Amount.

b. The application for Service Awards is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of the Arbitrator's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval, Final Approval Award, or the fairness or reasonableness of this Agreement. Respondents will not oppose Claimants' application for Service Awards. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Class Members.

9.5. Class Members' Payments.

a. Allocation.

1. Eligible Workweeks shall be calculated based on the start and end dates of each Class Member's work for Scan Global as a Logistics Employee during

the relevant putative class period;

2. To calculate each Class Member's initial proportionate share the individual Class Member's workweeks shall be divided by the total number of workweeks for the putative class to obtain each Class Member's "Portion of the Net Settlement Fund." Then each Class Member's Portion of the Net Settlement Fund shall be multiplied by the sum of the Net Fund to determine each Class Member's initial Settlement Amount. For each Class Member, the Settlement Amount will be the total amount of their Settlement Check(s).

9.6. Workweek Disputes. The calculation of Eligible Workweeks shall be determined by the Settlement Administrator based on Respondents' business records in accordance with this Agreement. The Notice shall advise Class Members of their Work Dates based on Respondents' records. If a Class Member disputes Scan Global's records and/or the calculation of their Settlement Payment, they must provide written documentation supporting their contention to the Settlement Administrator. Scan Global's records are presumed to be correct unless the Class Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information that the Class Member provides and will make the final decision as to any dispute.

9.7. Timing of Payments. Fourteen (14) Days after the Funding Date, the Settlement Administrator will mail, wire, or otherwise pay Arbitrator-approved (i) Settlement Checks to Participating Class Members, (ii) Attorneys' Fees and Costs to Claimants' Counsel, (iii) Service Awards to Claimants, and (iv) Arbitration fees and costs to the Arbitrator.

9.8. Check Cashing Period and Reminders.

a. Participating Class Members will have the Check Cashing Period to cash, deposit, or otherwise negotiate their checks.

b. Reminders. The Parties agree they will use robust efforts to ensure that Settlement Checks are received by Class Members, including the Settlement Administrator's use of mail, email, text message, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely cash checks prior to the 120-day deadline. The Settlement Administrator will send reminders at least thirty (30) Days, sixty (60) Days, and ninety (90) Days after the issuance of checks via mail, e-mail, and text message to Class Members who have not yet cashed their Settlement Checks, reminding them to cash their checks. After ninety (90) Days from the issuance of the checks, the Settlement Administrator shall provide a report of any uncashed checks to the Parties' counsel, and the Settlement Administrator will make reasonable efforts to contact Class Members who have not yet cashed their Settlement Checks. To the extent any mailed check is returned as undeliverable, the Settlement Administrator shall attempt re-mailings to Participating Class Members for whom it obtains a more recent address, provided that no remailing takes place after the 120th day, except in extenuating circumstances.

9.9. Tax Characterization and Respondents' Payroll Tax Responsibility.

a. For Participating Class Members, the Settlement Administrator shall allocate twenty percent (20%) of Net Fund as W-2 wage payments and eighty (80%) of the Net Fund as non-wage compensation for penalties and interest (1099).

b. Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and Social Security number on an IRS Form W-2. Payments treated as non-wage compensation (1099) shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099.

c. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Settlement Checks and Service Award and issuing IRS Forms W-2 and Form 1099.

d. Payments of Attorneys' Fees and Costs shall be made without withholding and shall be reported to the IRS and to Claimants' Counsel on an IRS Form 1099. Payments of Service Awards will be reported as deemed appropriate by the Settlement Administrator.

e. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments will be the sole responsibility of the individual Participating Class Member.

f. Respondents and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with its tax reporting obligations.

g. Respondents' share of payroll taxes shall be funded by Respondents in addition to the Total Settlement Amount.

10. RELEASE OF CLAIMS

10.1. Release by Participating Class Members. Each Participating Class Member shall execute a "back of the check" release, containing a written release that releases and discharges the Released Parties from the Released Class Claims and otherwise binds them to this Agreement. All Settlement Checks to Class Members shall contain, on the back of the check, the following limited endorsement:

RELEASE OF CLAIMS:

By signing and/or cashing this check, I consent to participate in the Scan Global Overtime Settlement and agree to be bound by the Agreement negotiated by Claimants' Counsel in that case. I waive, release, and forever discharge Scan Global and the Released Parties from the claims pled in the Arbitration Demand or that could have been pled based on the facts alleged in the Arbitration Demand, including without limitations, state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, based on my employment as Logistics Employee at Scan Global, relating back to the full extent of the relevant Class Period as defined in the Settlement.

Should a Class Member fail to cash or otherwise negotiate their Settlement Check by the Bar Date, they shall release the applicable California or Illinois claims that accrued during their employment in a covered position but shall not release their FLSA claims.

10.2. Release by Claimants. In the event Claimants receive and negotiate Service Awards, they will additionally waive, release, and discharge Released Parties from all demands, claims and actions, whether known or unknown, relating to their employment or the termination of their employment with Respondent, including but not limited to claims under the Americans With Disabilities Act, Fair Labor Standards Act (including but not limited to claims for overtime compensation), Equal Pay Act, Title VII of the Civil Rights Act of 1964, Civil Rights Acts of 1866, 1871 and 1991, Family and Medical Leave Act, Age Discrimination in Employment Act, and any other federal, state or local statute, regulation, and order, and in common law, through the date they sign this Agreement; provided, however, that Claimants do not waive the right to file a charge or complaint with any administrative agency, but do waive any right to recover or receive any damages or other personal relief based on any demand, claim or action waived in this Paragraph brought on their own behalf or by any third party, including as a member of any collective or class action. Claimants do not release any claim or right that cannot be released as a matter of law.

It is Claimants' intention that Claimants' execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Scan Global existing at any time prior to and through the date of execution of this Agreement.

Because this is Claimants' intention, Claimants expressly waive any and all rights and benefits conferred upon Claimants by the provisions of Section 1542 of the California *Civil Code*. Section 1542 provides:

> **"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."**

11. PARTIES' AUTHORITY

11.1. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

12. MUTUAL COOPERATION

12.1. The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Arbitrator's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take any such other action(s) that may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by award of the Arbitrator, or otherwise, to effectuate this Agreement and the terms set forth herein.

13. NO ADMISSION OF LIABILITY

13.1. Respondents deny all of the allegations made by Claimants and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever, Respondents have agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Respondents, nor as an admission that a class should be certified for any purpose other than settlement purposes.

14. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

14.1. **Publicity.** Neither Party shall publicize the settlement, including but not limited to communications through any social media, unless so ordered by the Arbitrator.

14.2. **Admissibility.** The Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement, pursuant to California Code of Civil Procedure 664.6, or any other procedure permitted by federal or state law, including but not limited to the provisions of Illinois state law.

14.3. **No Assignment.** Claimants represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in their claims, or any related action, and any attempt to do so shall be of no force or effect.

14.4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement except that the Parties' separate tolling agreement remains in full force and effect and is not merged with this Agreement.

14.5. **Binding Effect**. This Agreement shall be binding upon the Parties.

14.6. **Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

14.7. **Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

14.8. **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

14.9. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

14.10. **Continuing Jurisdiction.** The Arbitrator shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

14.11. **Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Arbitrator's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Arbitrator approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

14.12. **Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.

14.13. **Facsimile, Electronic, and Email Signatures.** Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.

14.14. Signatories. This Agreement is valid and binding if signed by Respondent's authorized representatives and Claimants.

WE AGREE TO THESE TERMS.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

By: ____________________
Robert Kokoszka

Dated: May 18 __________, 2026

By: Angela Santillan ____________________
Angie Santillan
For Trans LAX, LLC and
ORD ICO, LLC

Dated: May 15 __________, 2026

By: ____________________
Maral Matilyeva

Dated: ______________, 2026

By:____________________
Robert Kokoszka

Dated:______________, 2026

By:____________________
Maral Matilyeva

Dated: 6/6/26, 2026

By: Angela Santillan
Angie Santillan
For Trans LAX, LLC and
ORD ICO, LLC

Dated: May 15, 2026

Exhibit A-1
Notice

Class Action Notice

You are receiving this notice because Scan Global's records show that you work or worked as an eligible employee in California or Illinois during the relevant period.	There is a $500,000 settlement available to eligible employees. You are eligible to receive approximately $[net amount] from this settlement.	What you should do now: 1. Read this notice. 2. Decide whether to participate in the settlement.

Important things to know:

- If you take no action, you will be bound by the settlement, and your rights will be affected.
- An arbitrator still needs to review and approve the settlement. Settlement payments will be made if the Arbitrator approves the settlement. Please be patient.

About This Notice

What is this case about?

Two former Scan Global employees filed an action claiming that Scan Global failed to pay overtime wages to certain employees.

Scan Global denies that it did anything wrong. The Arbitrator has not decided this case in favor of either side. Both sides resolved the claims to avoid the risk and expense of litigation.

Why did I get this notice?

This notice is to tell you about the settlement of a class action case brought for people who work or have worked as Logistics Employees for Scan Global. You received this notice because Scan Global's records show that you are part of the proposed settlement class. This notice gives you a summary of the terms of the proposed agreement, explains what rights class members have, and helps class members make decisions about what action to take.

Important things to know:

- An arbitrator still needs to review and approve the settlement. Settlement payments will be made if the Arbitrator approves the settlement and the Court confirms the Arbitrator's award. Please be patient.
- If the Arbitrator approves the settlement and the Court confirms the award, you will be sent a settlement check. You do not need to do anything to receive the settlement check.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

DO NOTHING	You will be mailed a settlement check in the amount of approximately $[net amount] and you will be bound by the settlement agreement and release state law wage and hour claims as explained below. If you cash your settlement check, you will also release federal law claims.
OPT OUT	You will receive no payment for the claims in the settlement. You can bring another lawsuit against Scan Global under the same state and federal laws.
OBJECT	Tell the Arbitrator why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**

Learning About the Settlement

What does the settlement provide?

Scan Global has agreed to pay $500,000.00 into a settlement fund. This money will be divided among the Participating Class Members and will also be used to pay for costs and lawyer fees approved by the Arbitrator, for the costs associated with the arbitration, and for the cost of administering this settlement. Class Members will "release" their claims as part of the settlement, which means they cannot sue Scan Global for the same issues and legal violations raised in this lawsuit.

Where can I learn more?
You can get a complete copy of the proposed settlement and other key documents at [website] or by contacting the Settlement Administrator.

The full terms of the release are as follows:

By signing and/or cashing this check, I consent to participate in the Scan Global Overtime Settlement and agree to be bound by the Agreement negotiated by Claimants' Counsel in that case. I waive, release, and forever discharge Scan Global and the Released Parties from the claims pled in the Arbitration

Demand or that could have been pled based on the facts alleged in the Arbitration Demand, including without limitations, state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, based on my employment as a Logistics Employee at Scan Global, relating back to the full extent of the relevant Class Period as defined in the Settlement.

To obtain a complete copy of the Settlement Agreement, you can go to [website], contact the settlement administrator, or contact your lawyers.

The settlement also provides $10,000 each to the former employees who brought this lawsuit, to compensate them for their work on the case. These are called "service awards."

Your share of the settlement, if you choose to participate, would be approximately $[net amount].

How was my estimated payment calculated?

The calculation of your payment depends on your length of service as an eligible employee in California between January 8, 2021 and December 1, 2025, or in Illinois between January 8, 2022 and December 1, 2025.

Eligible employees are individuals who worked in a variety of job titles. The full list is available in the settlement agreement.

The settlement administrator used information from Scan Global's records to calculate your payment based on the number of weeks you worked for Scan Global in an eligible role.

Twenty percent (20%) of your settlement payment is treated as wages and subject to withholdings and deductions (paid on a W2) and eighty percent (80%) is treated as non-wage compensation with no taxes withheld (paid on a 1099).

The lawyers cannot advise you on taxes associated with this payment. Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a class action settlement, the Court or Arbitrator appoints lawyers to represent the class and its members. For this settlement, the Arbitrator has appointed the following lawyers:

Your Lawyers:
Melissa L. Stewart
Adam L. Koshkin
Jarron D. McAllister
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
[insert Scan Global phone number]
[insert Scan Global email]

These are the lawyers who negotiated this settlement on behalf of the Class.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Arbitrator approve a payment of up to $166,667 total in lawyers' fees plus the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the Arbitrator as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the settlement agreement. To get a copy of the settlement agreement or get answers to your questions, go to [insert website], contact the Settlement Administrator at [contact info], or your lawyers at [contact info].

What happens next in this case?

The Arbitrator will hold a Fairness Hearing to decide whether to approve the settlement. The hearing will be held at:

Where: [Arbitrator's name and Zoom or Teams URL].

When: [time] on [date].

The Arbitrator has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Arbitrator must give final approval to the settlement before it can take effect. Payments will only be made if the Arbitrator approves the settlement.

You don't have to attend, but you can if you want to. You may also ask the Arbitrator for permission to speak and express your opinion about the settlement. If the Arbitrator does not approve the settlement, the parties may ask the Arbitrator to reconsider, make changes to the Settlement and ask the Arbitrator to approve the revised Settlement, or try to get the Settlement approved in a different venue. The hearing date may change without further notice to members of the class.

Option 1: Do Nothing, Get a Payment, and Release Claims

How do I participate in the settlement?

If you wish to participate in the settlement and receive payment, you do not need to take any action. If the Arbitrator grants final approval of the settlement, you will receive a settlement payment. If your mailing address has changed, please contact the Settlement Administrator.

When will I receive the money?

At the Arbitrator's hearing on [date], the Arbitrator will decide whether to approve the settlement. This date may change without further notice to class members. The parties will then submit the Award to the court for confirmation.

Settlement checks are anticipated to be distributed approximately eight months after the Arbitrator grants final approval. Please be patient and update the Settlement Administrator if your contact information changes.

Option 2: Exclude Yourself ("Opt Out")

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this case and may be able to file your own case. If you opt out and wish to file your own claims, your claims may be subject to deadlines.

How do I opt out?

To opt out of the settlement, you must mail an opt out statement by [date] to the Settlement Administrator at their address listed below under "Key Resources."

You must include your name, address, telephone number, and a statement indicating your intent to opt out, such as "I opt out of the Scan Global wage and hour settlement."

Option 3: Object to the Settlement

What if I disagree with the settlement?

If you disagree with any part of the settlement, but don't want to opt out, you may object. You must give reasons why you think the Arbitrator should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Arbitrator will consider your views. The Arbitrator can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must mail a letter to the Arbitrator that:

1. is postmarked by [date];

2. includes your full name, address and telephone number;

3. states all the reasons for your objection and any supporting

documentation;

4. says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name; and

5. your signature.

Mail the letter to the Settlement Administrator listed below under "Key Resources."

Key Resources

How do I get more information?

This notice summarizes the settlement approval. There are more details in the case documents. To get a copy of the case documents or get answers to your questions:

- contact the Settlement Administrator; or
- contact the lawyers who represent the class (information below)

Resource	Case Information
Settlement Administrator	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Outten & Golden LLP [insert phone number] [insert email address]
Arbitrator (DO NOT CONTACT)	[Arbitrator Name & Address]

Exhibit A-2
Email Notice

Subject Line: Scan Global - Notice of Overtime Settlement

Body:

Dear <<Name>>,

You are receiving this email because Scan Global's records show that you are eligible to participate in a proposed settlement with respect to your role as a Logistics Employee at Scan Global. Your share of the settlement, if you choose to participate, would be approximately $[net amount]. You should have received a detailed notice by mail. If you do not have or did not receive your mailed notice, please contact the Settlement Administrator at [administrator email and phone number] to request an electronic copy or a remailed notice. You can contact Outten & Golden LLP at [insert] or [insert email]@outtengolden.com for questions about your legal rights.

Exhibit A-3

Text Notice

You are receiving this message because Scan Global records show that you are eligible to participate in a proposed settlement with respect to your role as a Logistics Employee at Scan Global. Your share of the settlement, if you choose to participate, would be approximately $[net amount]. You should have received a detailed settlement notice by mail. If you do not have or did not receive your mailed notice, please contact the Settlement Administrator at [administrator email and phone number] to request an electronic copy or a remailed notice. Contact Outten & Golden LLP at [insert] or [insert email]@outtengolden.com for questions about your legal rights.

Exhibit B-1

Reminder Postcard

We sent you a check for the settlement of overtime claims against Scan Global.

Our records show that you have not cashed your check.

To get money, you must cash your check by [INSERT 120 DAYS AFTER INITIAL MAILING OR REMAILING].

Key things to know:

- If you do not cash your check by [120 days from original mailing or remailing], you will still release claims against Scan Global, but you will not receive any compensation.
- Please contact [settlement administration contact], if you do not have your check, or your lawyers if you have questions about your rights at [insert phone number] or [insert email address]

You are entitled to money from a legal settlement.

<<MAIL ID>>

<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Exhibit B-2

Email Reminder

Subject: Scan Global – Deadline to Cash Settlement Check

We sent you a check for your share of the Scan Global overtime settlement, in the amount of $[net amount]. Our records show that you have not cashed your check. To get money from the settlement, you must cash your check by [insert date that is 120 days after check mailing]. If you do not have or did not receive your settlement check, please contact the Settlement Administrator at [administrator email and phone number]. You can contact Outten & Golden LLP at [insert] or [insert email]@outtengolden.com for questions about your legal rights.

Exhibit B-3

Text Reminder

We sent you a check for your share of the Scan Global overtime settlement, in the amount of $[net amount]. Our records show that you have not cashed your check. To get money from the settlement, you must cash your check by [insert date that is 120 days after check mailing]. If you do not have or did not receive your settlement check, please contact the Settlement Administrator at [administrator email and phone number]. You can contact Outten & Golden LLP at [insert] or [insert email]@outtengolden.com for questions about your legal rights.

Exhibit C-1

PAGA Enclosure Letter

Dear [PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act ("PAGA") settlement payment in the *Kokoszka et al. v. Scan Global* arbitration, a class action settlement filed before Arbitrator Michael Russell and submitted for confirmation in the Superior Court of Los Angeles. You should have previously received a notice describing the class action case. You are receiving this additional check because you are a member of this settlement's PAGA Member group, which is defined to include individuals employed by Trans LAX, LLC, d/b/a Scan Global ("Scan Global") in California as Agents, Specialists, and/or Coordinators, including in Air, Domestic, Export, Import, International, Logistics, Ocean, Operational Supply Chain roles, and similar roles ("Logistics Employees") from January 8, 2024 through December 1, 2025.

Claimants alleged that Scan Global failed to pay Logistics Employees overtime pay as required by federal and California state law. The action also included a PAGA claim brought on behalf of the State of California that sought penalties from Scan Global for the overtime violations Claimants alleged. Scan Global denies that it did anything wrong and contends that, among other things, it has complied at all times with all applicable laws.

To settle the PAGA claim, Scan Global agreed to pay up to $5,000 (out of the Total Settlement Amount of $500,000), which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor Workforce Development Agency and the remaining 35% be paid to members of the PAGA Member group ("PAGA Payment"). Your individual PAGA settlement payment is determined by your proportional share of the $1,750 PAGA Payment, based on the number of weeks you worked between January 8, 2024 and December 1, 2025 as a Logistics Employee. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims under PAGA pled in the Arbitration Demand and PAGA Notice Letter, or that could have been pled based on the facts alleged in the Arbitration Demand and PAGA Notice Letter and that accrued during your employment as a Logistics Employee, from January 8, 2024 through December 1, 2025.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund under your name. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at [contact info] or Class Counsel, Outten & Golden LLP, at 212-245-1000 or [XX]@outtengolden.com.

Regards,

[Scan Global Settlement Administrator]