PAGA SETTLEMENT AGREEMENT

Subject to Court approval, Claudia Montar Flores ("Plaintiff"), on behalf of herself and the other allegedly aggrieved employees, and as a private attorney general on behalf of the State of California, on the one hand, and Darensberries, LLC ("Defendant"), on the other hand (collectively, the "Parties"), hereby agree to the following settlement ("Settlement," "Settlement Agreement," or "Agreement") of claims including claims under the Private Attorneys General Act ("PAGA").

RECITALS

WHEREAS, on October 1, 2021, Plaintiff sent notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a group of allegedly aggrieved employees, based on Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 246, 248.5, 510, 1174, 1174.5, 1194, 1197, 1197.1, and 1198, as well as applicable Industrial Welfare Commission Wage Orders ("PAGA Notice");

WHEREAS, on December 6, 2021, Plaintiff filed a PAGA representative action entitled *Claudia Montar Flores v. Darensberries,* LLC in Santa Barbara County Superior Court, Case No. 21CV04814 (the "Action");

WHEREAS, Defendant has at all relevant times denied, and currently denies, all of Plaintiff's claims in the PAGA Notice and in the Action;

WHEREAS, on May 1, 2024 and on December 16, 2025, counsel for Plaintiff and Defendant participated in mediation sessions with experienced wage-and-hour mediator Scott Radovich, Esq. The mediation process resulted in an agreement to resolve all individual and PAGA claims in the Action on the terms described in this Settlement Agreement, which was negotiated in light of all known facts and circumstances, including, *inter alia*, the potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

PERSONS COVERED BY THE SETTLEMENT

1. Aggrieved Employees: This Settlement covers all current and former non-exempt employees of Defendant who were employed in California at any time during the Settlement Period,

including Plaintiff ("Aggrieved Employees").

2. Settlement Period: The Settlement covers the period from October 1, 2020 through February 14, 2026 ("Settlement Period").

3. Effective Date: The "Effective Date" will be the date the Court enters a Judgment and Order approving this Settlement. At no time will Defendant have any obligation to fund the Settlement, in whole or in part, until after the Effective Date.

SETTLEMENT CONSIDERATION

4. Maximum Settlement Amount: Subject to the terms and conditions of this Agreement, Defendant will pay the gross maximum amount of Three Hundred Fifty Thousand U.S. Dollars ($350,000.00) ("Maximum Settlement Amount") to settle the claims in the Action and the Released Claims (as defined below). The Maximum Settlement Amount is subject to modification should Defendant chose to increase it as specified in the Escalator Clause. In no event shall Defendant be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes Attorneys' Fees, Litigation Costs, Settlement Administrator Costs, Plaintiff's Individual Release Payment, and payment for the "Released Claims" (as defined below), including payment to the LWDA and payments to Aggrieved Employees.

5. Attorneys' Fees: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for attorneys' fees arising out of the Action, Wilshire Law Firm ("Plaintiff's Counsel") shall request, and be paid from, the Maximum Settlement Amount a maximum amount of one-third (33.33%) of the Maximum Settlement Amount ($116,666.67), subject to Court approval. To the extent the Court approves attorneys' fees of less than this amount, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount from Defendant by the Settlement Administrator, the Settlement Administrator shall pay Plaintiff's Counsel the amount of attorneys' fees approved by the Court.

6. Litigation Costs: In full satisfaction of all claims Plaintiff and Aggrieved Employees may have for litigation costs arising out of the Action, Plaintiff's Counsel shall request, and be paid from, the Maximum Settlement Amount a maximum amount of Twenty Five Thousand Dollars and Zero Cents

($25,000.00) in litigation costs, subject to Court approval. To the extent the Court approves litigation costs of less than $25,000.00, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff's Counsel the amount of litigation costs approved by the Court.

7. Plaintiff's Individual Release Payment: Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount from Defendant by the Settlement Administrator , the Settlement Administrator shall pay Plaintiff a total of Ten Thousand Dollars ($10,000.00) in exchange for the releases provided in this Agreement, or such lesser amount as may be approved by the Court ("Plaintiff's Individual Release Payment."). This is considered compensation for Plaintiff's general release of all claims, in addition to the PAGA release.

8. PAGA Penalties Fund: The Parties agree that Defendant, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of court-approved attorneys' fees, litigation costs, the Plaintiff's Individual Release Payment, and settlement-administration Costs ("PAGA Penalties Fund"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees in proportion to the respective number of pay periods they were employed in non-exempt positions during the Settlement Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their individual PAGA payment.

9. Settlement Administrator: Apex Class Action Administration shall be the third-party Settlement Administrator for the purposes of administering this Settlement. The Parties have jointly selected Apex Class Action Administration and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Parties' request to the Court for the payment of the Settlement Administration Costs. The Parties, Plaintiff's Counsel, and Defendant's Counsel represent

that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

10. Employer Identification Number: The Settlement Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

11. Qualified Settlement Fund: The Settlement Administrator shall establish a settlement fund that meets the requirements of a qualified settlement fund ("QSF") under 29 CFR Section 1.468B-1.

12. Settlement Administration Costs: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per aggrieved employee, tax reporting, distributing the PAGA Penalties Fund and Plaintiff's Individual Release Payment, providing necessary reports and declarations, and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount estimated by the Settlement Administrator as being the maximum amount necessary to administer the Settlement, which is currently estimated by the Settlement Administrator to be no greater than Twelve Thousand Nine Hundred and Ninety Dollars ($12,990.00). To the extent actual Settlement Administration Costs are greater than this amount, such excess amount will be deducted from the PAGA Penalties Fund. Within twenty-one (21) days of receipt of the deposit of the Maximum Settlement Amount from Defendant, the Settlement Administrator shall pay itself the amount described in this paragraph. To the extent the Court approves settlement-administration costs of less than the amount requested by the Parties, the amount of the difference shall be added to the PAGA Penalties Fund.

13. Court Approval of the Settlement and Distribution of the Settlement Payments: Within thirty (30) days of the Parties execution of this Settlement Agreement, Plaintiff will file a stipulation or motion requesting that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement and entering judgment. Plaintiff and Defendant will jointly prepare the proposed Approval Order and Judgment to be entered by the Court to enforce this

Agreement. The proposed Approval Order and Judgment will be submitted concurrently with the documents asking the Court to approve the settlement. Plaintiff shall promptly submit a copy of this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed with the Court.

14. Funding of the Settlement: Within thirty (30) days after the Court's entry of the Approval Order and Judgment, Defendant will pay the Maximum Settlement Amount to the Settlement Administrator.

15. Escalator Clause: It is estimated that the putative Aggrieved Employees worked approximately 41,000 Pay Periods during the Settlement Period. If the number of actual pay periods during the Settlement Period exceeds 12% of the estimated pay periods (i.e., exceeds 45,920 pay periods), Defendant shall have the option to: (i) end the Settlement Period as of the date that the total pay periods are in excess of 45,920 pay periods, but not before December 16, 2025, or (ii) increase the Maximum Settlement Amount on a proportional basis above the fifteen percent threshold (i.e. if the number of pay periods increases by 14% over 41,000 Pay Periods, the Maximum Settlement Amount will increase by 2%) (the "Escalator Clause"). The Administrator will be responsible for determining and notifying the Parties whether the pay period count triggers this modification of the Maximum Settlement Amount within seven (7) calendar days after receiving the Aggrieved Employee List. In the event that the Administrator notifies Defendant that the modification contemplated by this Paragraph has been triggered, Defendant will notify the Parties and the Administrator within seven (7) calendar days whether it will elect to modify the Maximum Settlement Amount or to cut off the release period as specified in this Paragraph.

16. Settlement Payments to the Aggrieved Employees: No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last-known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of pay periods during the Settlement Period during which each Aggrieved Employee worked as a non-exempt employee in

California for Defendant. No later than ten (10) calendar days after receipt of the Maximum Settlement Amount from Defendant, the Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Penalties Fund, along with an explanatory letter in the form attached hereto as **Exhibit A**. Checks will remain negotiable for one-hundred eighty (180) calendar days. Any checks returned as non-deliverable on or before the check-cashing deadline will be sent promptly via regular first-class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or another search using the name, address, or social security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than one-hundred eighty (180) calendar days after issuance will be tendered to the California State Controller's Office, Unclaimed Property Division. In the event that an Aggrieved Employee's check is undeliverable, uncashed, or otherwise distributed to the California State Controller's Office, Unclaimed Property Division, the terms of this Agreement as incorporated in the Approval Order and Judgment, including the Release of Claims set forth in this Agreement, will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

17. Release of Claims for Aggrieved Employees and the State of California: Upon issuance of the Court's Approval Order and Judgment, Plaintiff, all Aggrieved Employees, and the State of California shall each fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were alleged in, could have reasonably been alleged in, or arise from the factual allegations set forth in the Action or the PAGA Notice submitted to the LWDA on October 1, 2021 and any amended PAGA notice thereafter provided ("Released Claims"). The Released Claims include but are not limited to claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7,

246, 248.5, 510, 1174, 1174.5, 1194, 1197, 1197.1, and 1198, as well as all applicable Industrial Welfare Commission Wage Orders (codified in the California Code of Regulations), and claims for attorneys' fees, costs, or interest resulting therefrom. "Released Parties" shall mean Darensberries, LLC and its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendant in relation to the Released Claims. Upon issuance of the Court's Approval Order and Judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendant and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in the Action and/or the PAGA Notice, and any amended PAGA notice thereafter provided with respect to the Aggrieved Employees. The Released Claims are limited to the Settlement Period.

18. Releases of Claims by Plaintiff: Upon issuance of the court's approval order and judgment, and effective on the date when Defendant fully funds the Maximum Settlement Amount, Plaintiff and her spouse, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally and fully release and forever discharge Defendant and the Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence, including, but not limited to all claims that were, or reasonably could have been, alleged in the Action or Plaintiff's PAGA Notice (collectively "Plaintiff's Released Claims"). Plaintiff's Released Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

19. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: Included in Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: "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."

20. No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein are not "wages" within the meaning of Labor Code section 200 and will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick-leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

21. Tax Liability: Defendant, Defendant's Counsel and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendant or Plaintiff's Counsel in this regard. The Aggrieved Employees, including Plaintiff, are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

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

23. Nullification of Settlement Agreement: In the event that (i) the Court does not approve the Settlement as provided herein or (ii) the Settlement does not become final for any other reason, then

this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions before the Settlement was executed.

24. Continued Jurisdiction: After entry of the Court's Approval Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

25. Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the Approval Order and Judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings assert or seek remedies for any of the Released Claims during the same Settlement Period. Notwithstanding any other provision in this Agreement, this Agreement and/or the Approval Order and Judgment may be filed in any action against or by Defendant or any of the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

26. Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of the Action. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

27. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed both of the Parties or their respective successors in interest which explicitly references this Settlement Agreement and states the intent to modify it.

28. Authorization to Enter into the Settlement Agreement: The Parties warrant and represent they expressly authorized their legal counsel to negotiate this Settlement Agreement. The Parties will direct their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents

required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

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

30. California Law Governs: All terms of this Settlement Agreement and any Exhibits hereto will be governed by, and interpreted according to, the laws of the State of California.

31. Execution and Counterparts: This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a ".pdf" file) counterparts of the signature pages and/or sign by electronical means (*i.e.*, with DocuSign).

32. Representation that the Settlement Is Reasonable: The Parties each represent that this Settlement Agreement is a reasonable settlement of the Action and that they have arrived at this Settlement after arm's length negotiations. The Parties further agree that they are each represented by competent counsel and that they each have had an opportunity to consult with their counsel regarding the reasonableness of this Settlement.

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

34. Captions: The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and do not define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

35. Waiver: No explicit or implicit waiver of any condition or covenant contained in this Settlement Agreement, and no failure to exercise any right or remedy by any of the Parties hereto, will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

36. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the prevailing Party will be entitled to recover from the other Party reasonable attorneys' fees and costs, not to exceed actual attorneys' fees and costs, potentially including expert-witness fees incurred in connection with any such enforcement action.

37. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another upon the theory, assertion or reality that it was prepared or primarily prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

38. Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been reviewed in full and executed with the consent of said counsel.

39. Attorneys' Fees and Costs: Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

40. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and that they intend this Settlement Agreement to be fully enforceable and binding on all Parties. The Parties agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation-confidentiality provisions that

otherwise might apply under federal or state law.Confidentiality: Plaintiff and her counsel agree that they have not, and will not, publish the results of the Settlement in any forum. In response to any inquiries, Plaintiff will state that "the case was resolved and it was resolved confidentially." Plaintiff's Counsel shall not report the Settlement in any medium or in any publication; shall not post or report anything regarding the claims of Plaintiff, the Aggrieved Employees, or the Settlement on their website; and shall not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for purposes of obtaining the approval of the Settlement. These disclosures shall be limited to court filings, and neither Plaintiff nor Plaintiff's Counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

41. No Admission of Liability: The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or the Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the Action is intended by the Parties to constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments entered into in connection therewith.

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

[*Signatures to Follow*]

PLAINTIFF CLAUDIA MONTAR FLORES

Dated: ____________________ ____

DEFENDANT DARENSBERRIES, LLC

Dated: 5/4/2026 By: DocuSigned by: Kiana Amaral B8D7373422AF478...
Authorized Signatory

APPROVED AS TO FORM AND CONTENT:

WILSHIRE LAW FIRM

Dated: ____________________ By: ____
Benjamin H. Haber
Daniel J. Kramer
Alan Wilcox
Attorneys for Plaintiff
CLAUDIA MONTAR FLORES

MULLEN & HENZELL L.L.P.

Dated: 5/5/2026 By: ____
Rafael Gonzalez
Attorney for Defendant
DARENSBERRIES, LLC

[*Signatures to Follow*]

PLAINTIFF CLAUDIA MONTAR FLORES

Dated: 05/04/2026

Claudia Montar (May 4, 2026 10:17:13 PDT)

DEFENDANT DARENSBERRIES, LLC

Dated: ________________

By:____
Authorized Signatory

APPROVED AS TO FORM AND CONTENT:

WILSHIRE LAW FIRM

Dated: May 5, 2026

By: ____
Benjamin H. Haber
Daniel J. Kramer
Alan Wilcox
Attorneys for Plaintiff
CLAUDIA MONTAR FLORES

MULLEN & HENZELL L.L.P.

Dated: ________________

By: ____
Rafael Gonzalez
Attorney for Defendant
DARENSBERRIES, LLC

EXHIBIT A

<<DATE>>

(TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR)

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Payment from *Claudia Montar Flores v. Darensberries, LLC*
Santa Barbara County Superior Court, Case No. 21CV04814

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Claudia Montar Flores v. Darensberries, LLC,* Santa Barbara County Superior Court, Case No. 21CV04814 ("PAGA Action").

The PAGA Action was filed against Darensberries, LLC ("Defendant") under the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). The PAGA Action was brought by a former employee of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the PAGA Action was brought.

The Plaintiff in the PAGA Action claims that Defendant owes civil penalties under PAGA for alleged violations of the California Labor Code. Defendant disputes all of the allegations in the PAGA Action and denies that it engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Defendant does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and has denied and disputed all of the contentions in the PAGA Action.

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims that the Parties reached. This Settlement covers all current and former non-exempt employees of Defendant who were employed in California at any time from October 1, 2020 through February 14, 2026 ("Aggrieved Employees"). A portion of the civil-penalty settlement amount goes to the State of California's Labor and Workforce Development Agency ("LWDA"). Another portion of the civil-penalty settlement amount goes to the Aggrieved Employees.

Pursuant to the Settlement, enclosed is a check for your share of the civil penalties. This check will remain valid for 180 calendar days from the date of issuance. Please note that no deductions or withholdings have been made from your settlement payment, and that you are responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 may be issued). It is entirely up to you if you cash your check or not. If you do not cash your check within 180 calendar days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller, to be deposited in the Unclaimed Property Fund in your name.

While you were not a party to the PAGA Action, you and the State of California are bound by the judgment that has been approved by the Court, including the release contained in the Settlement. This settlement forever bars you and other Aggrieved Employees, for the period spanning October 1, 2020 to February 14, 2026 from pursuing any legal claims and factual allegations for civil penalties that were that were alleged in, could have reasonably been alleged in, or arise from the operative complaint in the PAGA Action, including but not limited to all of the following claims for civil penalties under PAGA for: (a) failure to pay all wages owed; (b) failure to authorize and permit meal periods; (c) failure to authorize and permit rest periods; (d) failure to pay wages timely during employment; (e) failure to maintain accurate, itemized payroll records; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; and (h) any other claims or penalties under the wage and hour laws pleaded in the PAGA Action or primary rights pursued in the PAGA Action. The release includes all claims for civil penalties under PAGA during the PAGA Period that were factually alleged or could have reasonably been alleged in the PAGA Action, or in the PAGA Notice submitted to the LWDA in connection with the PAGA Action, including any such claims for attorneys' fees, costs, or interest.

If you have further questions about this settlement, please contact the third-party settlement administrator at: [Administrator contact information].

4929-2901-4402, v. 2