PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Unica Campos ("Plaintiff") and defendants Garden Creek, L.P., Westpac Investments, Inc., and Sydney Creek, L.P. (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants, captioned Unica Campos v. Garden Creek, L.P., et al., Case No. 25CV-0474, currently pending in the Superior Court of the State of California, County of San Luis Obispo.

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

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's not to exceed bid submitted to the Court in connection with approval of this Settlement.

1.4. "Approval Order and Final Judgment" and "Judgment" mean the Court Order Granting Approval of PAGA Settlement and Entering Final Judgment.

1.5. "Court" means the Superior Court of California, County of San Luis Obispo.

1.6. "Defense Counsel" means O'Hagan Meyer.

1.7. "Effective Date" means the date when all the following have occurred: (i) the long-form Settlement Agreement has been executed by Plaintiff and Defendants; (ii) the Settlement has been sent to the LWDA; (iii) the Court has given approval to the Settlement; (iv) the Court has entered the Final Order and Judgment; and (v) the Judgment becomes Final. "Final" means the date the Court enters Judgment.

1.8. "LWDA" means the California Labor and Workforce Development Agency.

1.9. "LWDA PAGA Payment" means 65% of the PAGA Penalties payable to the LWDA under Labor Code section 2699, subdivision (i), as amended by AB 2288, effective June 19, 2024.

1.10. "Notice of Settlement" means the notice that PAGA Members will receive setting forth information about the Settlement, also translated into Spanish, as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

1.11. "Net Settlement Amount" and "PAGA Penalties" mean the amount from the Total Settlement Amount that is available for distribution as the LWDA PAGA Payment and as Settlement Shares to PAGA Members after deductions for the following payments in the amounts approved by the Court: the PAGA Representative Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Pursuant to Labor Code section 2699, subdivision (i), as amended by AB 2288, effective June 19, 2024, the PAGA Penalties will be allocated 65% to the LWDA and 35% to the PAGA Members in settlement of PAGA claims.

1.12. "PAGA" means the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code section 2698 et seq.

1.13. "PAGA Counsel" means Koul Law Firm, APC, the attorneys representing Plaintiff in the Action.

1.14. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.15. "PAGA Pay Period" means any pay period within the PAGA Release Period during which a PAGA Member worked for Defendants in a non-exempt, hourly position in California for at least one day.

1.16. "PAGA Release Period" means the period from April 29, 2024, to the date the Court signs the order approving the PAGA Settlement, subject to Defendants' option described in the Escalator Clause in Section 8 below.

1.17. "PAGA Notice" means the Notice Letter to Defendants and the LWDA dated April 29, 2025, providing notice of the claims against Defendants pursuant to Labor Code section 2699.3, subdivision (a).

1.18. "PAGA Representative Payment" means the special payment made to Plaintiff to compensate her for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action.

1.19. "Plaintiff" means Unica Campos, the named plaintiff in the Action.

1.20. "Released Parties" shall include Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.21. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.22. "PAGA Members" means all current and former hourly, non-exempt workers who worked for Defendants in the State of California during the PAGA Release Period.

1.23. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with PAGA Members.

1.24. "PAGA Member Data" means PAGA Member identifying information in Defendants' possession including the PAGA Member's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.25. "Settlement Share" means a PAGA Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the PAGA Member worked during the PAGA Release Period.

1.26. "Defendants" means defendants Garden Creek, L.P., Westpac Investments, Inc., and Sydney Creek, L.P.

1.27. "Total Settlement Amount" means $250,000 (Two Hundred Fifty Thousand Dollars), which is the total amount Defendants agree to pay under the Settlement. The Total Settlement Amount will be used to pay the Settlement Shares, the LWDA PAGA Payment, the PAGA Representative Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

2. RECITALS.

2.1. Plaintiff Unica Campos filed her PAGA Notice letter on April 29, 2025. She filed her PAGA Complaint on July 18, 2025 (the "Operative Complaint"). In the Operative Complaint and PAGA Notice, Plaintiff alleges the following claims on a PAGA representative basis: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failing to provide suitable resting facilities/breakroom; and (8) failing to reimburse for required business expenses. Defendants deny the allegations, deny any failure to comply with the law, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA.

2.3. On February 19, 2026, the Parties participated in mediation presided over by Hon. Carl West (Ret.), an expert in California wage and hour law, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Defendants produced through informal discovery relevant documents, data, and information, including relevant policies and data reflecting the dates of employment, hours, and pay rates of PAGA Members, their hours worked, and the pay they received. The Parties agree that Defendants have provided sufficient discovery and information as of the date this Agreement is signed.

3. MONETARY TERMS.

3.1. Total Settlement Amount. Defendants promise to pay $250,000.00 (Two Hundred Fifty Thousand Dollars) as the Total Settlement Amount. The Administrator will disburse the entire Total Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to Defendants.

3.2. Payments from the Total Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Approval Order and Final Judgment:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Total Settlement Amount (which is currently estimated to be $83,325) and a PAGA Counsel Litigation Expenses Payment of not more than $20,000. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and the other Released Parties harmless, and indemnifies Defendants and the other Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: A PAGA Representative Payment of not more than $10,000. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Representative Payment, and Defendants will not oppose the request for Court approval of this payment provided it does not exceed this amount. If the Court approves a PAGA Representative Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Payment.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $4,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than the approved amount or the Court approves payment less than the amount bid, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Members: The Net Settlement Amount, of which 65% shall be allocated to the LWDA PAGA Payment and 35% shall be allocated to the Settlement Shares pursuant to Labor Code section 2699(i), as amended by AB 2288, effective June 19, 2024.

3.2.4.1. The Administrator will calculate each Settlement Share by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Release Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Settlement Share.

3.2.4.2. The Administrator will report the Settlement Shares on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Members. Based on information supplied by Defendants, as of February 19, 2026, there were approximately 285 PAGA Members who worked approximately 6,151 PAGA Pay Periods between April 29, 2024, and February 19, 2026.

4.2. PAGA Member Data. Within 15 days after the date of the Approval Order and Final Judgment, Defendants will simultaneously deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of Total Settlement Amount.

4.3.1. The Administrator will provide Defendants with wire transfer information within five (5) days after the Effective Date.

4.3.2. Defendants will fully fund the Total Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4. Payments from the Total Settlement Amount. Within 15 days after Defendants fully fund the Total Settlement Amount, the Administrator will mail checks for all Settlement Shares, the PAGA Representative Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Payment shall not precede disbursement of Settlement Shares.

4.4.1. The Administrator will issue checks for the Settlement Shares and send them to the PAGA Members via First Class U.S. Mail, postage prepaid, together with a copy of the Notice of Settlement completed by the Parties to reflect information regarding the Approval Order and Final Judgment. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced if requested by the PAGA Member prior to the void date.

4.4.3. For any PAGA Member whose Settlement Share check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

4.4.4. The payment of Settlement Shares shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Plaintiff's Release. In consideration of Plaintiff's awarded PAGA Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the

Settlement, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph 4.3, Plaintiff releases Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with Defendants or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. Additionally, Plaintiff expressly waives the protection of California Civil Code section 1542, which reads as follows:

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

5.2. Release by PAGA Members and State of California: In consideration for their awarded portions of the PAGA Member Settlement Shares, as of the date the Settlement becomes Final and is fully funded as set forth in Paragraph 4.3, the State of California and all PAGA Members release any and all claims under PAGA for civil penalties against Defendants and the other Released Parties that arise out of or reasonably relate to the allegations asserted in the Operative Complaint and the PAGA Notice pursuant to PAGA that, during the PAGA Release Period, Defendants are liable for: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failing to provide suitable resting facilities/breakroom; and (8) failing to reimburse for required business expenses; including claims for violation of the following California Labor Code provisions: 200-204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 226, 226.7, 246, 248, 256, 351, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699 (the "Released PAGA Claims"). All PAGA Members will release the Released PAGA Claims and receive a Settlement Share.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to cooperate in the preparation and filing of a stipulation or motion for approval of this Settlement.

6.1. Motion or Stipulation for Approval. PAGA Counsel agrees to prepare and file a motion or stipulation for approval of this Settlement. PAGA Counsel is also responsible for delivering the Court's Approval Order and Final Judgment to the Administrator.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel will prepare and deliver the motion or stipulation for approval of this Settlement to Defense Counsel for review and signature before filing the motion or stipulation with the Court no later than 30 calendar days after full execution of this Agreement. PAGA Counsel's filing shall include all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2), including (a) a signed declaration from the Administrator attaching its not to exceed bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (b) a signed declaration by PAGA Counsel attesting to their timely transmission to the LWDA of all necessary documents pursuant to Labor Code section 2699(l) and all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator; and (c) a signed declaration by Plaintiff attesting to all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. Defendants agree not to oppose Plaintiff's motion for approval to the extent it comports with this Agreement.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Any disputes arising out of or relating to this Agreement or the Parties' settlement will be submitted to Mediator Hon. Carl West (Ret.) for resolution. The Parties will split the costs of the mediator for any time incurred in reaching such resolution, and all Parties will bear their own attorneys' fees and other costs incurred.

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on information supplied by Defendants, as of February 19, 2026, PAGA Members worked approximately 6,151 pay periods between the start of the PAGA Release Period (April 29, 2024) and February 19, 2026. If it is determined that the number of PAGA Pay Periods during the PAGA Release Period exceeds 6,151 by more than 10% (i.e., exceeds 6,766 pay periods), then Defendants may elect to either: (a) end the PAGA Release Period on the date on which the number of pay periods reached 6,766, or (b) increase the Total Settlement Amount proportionately for each additional pay period worked above the 10% threshold. For example, if such increase in pay periods is 12% over 6,151, the Total Settlement Amount will increase by 2%.

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. The Parties waive all appeals from the Court's approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and PAGA Counsel may appeal from an order by the Court that reduces the amounts sought for the PAGA Representative Payment, the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to avoid the Settlement or obtain an increased Total Settlement Amount. Defendants' payment obligations under the Settlement will be suspended pending an appeal of the Judgment. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9.2. PAGA Members. There is no statutory right for any PAGA Member to object, opt out, or otherwise exclude himself or herself from the Settlement. Further, there is no right or opportunity for any PAGA Member, with the exception of Plaintiff, to appeal the approval of the Settlement by the Court.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by

Defendants that any of the allegations in the PAGA Notice or Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. Defendants are entering into this settlement to avoid the costs and uncertainties of litigation. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

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

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

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

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. The Parties shall keep the terms of the settlement confidential through settlement approval, except as necessary to obtain Court approval and effectuate the terms of the settlement. Plaintiff and Plaintiff's attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the motion for approval of the Settlement, Plaintiff and Plaintiff's attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, PAGA Members, financial advisors, retained experts, and vendors related to settlement administration.

10.12. Use and Return of PAGA Member Information. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of PAGA Member information provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to distribute all Settlement funds, PAGA Counsel shall destroy all paper and electronic versions of PAGA Member information received from Defendants unless, prior to the Administrator's distribution of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member information.

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

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

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

To Plaintiff:

Nazo Koulloukian
nazo@koullaw.com
KOUL LAW FIRM, APC
217 S. Kenwood St.
Glendale, CA 91205
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

To Defendants:

Christopher R. Nepacena, Esq. SBN 310876
cnepacena@ohaganmeyer.com
Jier Dong, Esq. SBN 349490
jdong@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660
Telephone: (949) 942-8500

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

10.17. 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[*Signatures on following page.*]

PLAINTIFF UNICA CAMPOS

5/8/2026

Dated: ____________________________ ____________________________

ID xSzZTgs4HM7Feomawv45QHqA

Unica Campos

Plaintiff

DEFENDANT GARDEN CREEK, L.P.

Dated: ____________________________ ____________________________

By:

Its:

DEFENDANT WESTPAC INVESTMENTS, INC.

Dated: ____________________________ ____________________________

By:

Its:

DEFENDANT SYDNEY CREEK, L.P.

Dated: ____________________________ ____________________________

By:

Its:

PLAINTIFF UNICA CAMPOS

Dated: ______________________ ______________________

Unica Campos

Plaintiff

DEFENDANT GARDEN CREEK, L.P.

Dated: 5/20/26 ______________________

By: Patrick Smith

Its: Authorized Representative

DEFENDANT WESTPAC INVESTMENTS, INC.

Dated: 5/20/26 ______________________

By: Patrick Smith

Its: Authorized Representative

DEFENDANT SYDNEY CREEK, L.P.

Dated: 5/20/26 ______________________

By: Patrick Smith

Its: Authorized Representative

[APPROVED AS TO FORM ONLY]

KOUL LAW FIRM, APC

Dated: 06/22/2026 ________________

Nazo Koulloukian

Attorney for Plaintiff

O'HAGAN MEYER

Dated: ________________ ____

By: ________________________________

Attorney for Defendants Garden Creek, L.P.,

Westpac Investments, Inc., and Sydney Creek, L.P.

[APPROVED AS TO FORM ONLY]

KOUL LAW FIRM, APC

Dated: ______________

____

Nazo Koulloukian

Attorney for Plaintiff

O'HAGAN MEYER

Dated: 5/21/26

____

By: Christopher Nepacena

Attorney for Defendants Garden Creek, L.P., Westpac Investments, Inc., and Sydney Creek, L.P.

[EXHIBIT A]
(NOTICE OF SETTLEMENT)

[Date], 2026

[Settlement Administrator Name]
[Settlement Administrator Address]

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment *Unica Campos v. Garden Creek, L.P., et al.*

Dear Current or Former Garden Creek, L.P. Employee:

You have received this notice because records of Garden Creek, L.P., Westpac Investments, Inc., and/or Sydney Creek, L.P. (collectively, "Defendants") indicate that you work or have worked for Defendants in California at some time between April 29, 2024, and [__________] (the "PAGA Period"). This notice relates to the settlement of a lawsuit titled *Unica Campos v. Garden Creek, L.P., et al.*, filed in the San Luis Obispo County Superior Court, Case No. 25CV-0474 (the "Lawsuit").

In the Lawsuit, Plaintiff Unica Campos ("Plaintiff") seeks civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations. In the Lawsuit, Plaintiff alleges that Defendants are liable for: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failing to provide suitable resting facilities/breakroom; and (8) failing to reimburse for required business expenses.

Defendants strongly dispute Plaintiff's allegations and maintain that Defendants have fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Defendants have made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the

California State Controller Unclaimed Payment Fund in your name. You may search for and claim unclaimed funds by visiting: https://www.sco.ca.gov/search_upd.html

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. This lawsuit does not impact any claims for wages you may have.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at [number/email].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.