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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DAISY MARTINEZ, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

VF OUTDOOR, LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26CU022273C

[*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*]

EX PARTE* APPLICATION REGARDING JOINT STIPULATION TO APPROVE SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698, *ET SEQ.

[Filed Concurrently with Declaration of Matthew K. Moen; Declaration of Jodey Lawrence; Declaration of Daisy Martinez; and [Proposed] Order and Judgment]

Date: October 29, 2026
Time: 8:45 a.m.
Dept.: C-71

Action Filed: April 22, 2026
Trial Date: None Set

TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiff Daisy Martinez ("Plaintiff") and Defendant VF Outdoor, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to herein as the "Parties"), by and through their respective attorneys of record, hereby submit the following *Ex Parte* Application Regarding Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code section 2698 *et seq.* ("PAGA") ("Stipulation") as follows:

WHEREAS, Plaintiff filed the instant representative action against Defendant on April 22, 2026, asserting a cause of action for civil penalties under PAGA, premised on Defendant's alleged failure to: 1) pay all overtime wages; 2) pay all minimum wages; 3) reimburse all necessary business expenses; 4) issue accurate, itemized wage statements; 5) timely pay all wages; 6) maintain accurate records; 7) provide all lawful meal periods, or premium pay in lieu thereof; 8) authorize and permit all lawful rest periods, or premium pay in lieu thereof; and 9) pay all final wages owed at the time of separation;

WHEREAS, Plaintiff provided the requisite statutory pre-filing notice under PAGA to the California Labor and Workforce Development Agency ("LWDA") and Defendant on June 9, 2025, and later provided a supplemental notice to the LWDA and Defendant on February 4, 2026;

WHEREAS, on February 4, 2026, the Parties attended an early private mediation with mediator Kevin Barnes, Esq., and reached the proposed resolution of the PAGA claim, the terms of which have been memorialized in a fully executed long-form PAGA Settlement Agreement, which is attached hereto as **Exhibit 1** ("PAGA Settlement Agreement");

WHEREAS, prior to attending mediation, Defendant provided Plaintiff with a 15% representative sampling of the PAGA Aggrieved Employees' timekeeping and payroll records spanning the relevant time period, as well as policy documents and key data points;

WHEREAS, prior to mediation, Plaintiff retained an expert with a Ph.D. in economics to examine Defendant's premeditation informal discovery production and conduct a comprehensive exposure analysis for the claims at issue, which included determining the number of PAGA Aggrieved Employees as well as the number of pay periods worked by the PAGA Aggrieved Employees during the relevant statutory time period;

WHEREAS, a settlement under the PAGA requires court approval but is not subject to any procedural requirement for a noticed motion. *See* Labor Code section 2699(s)(2) ("The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.");

WHEREAS, Plaintiff is concurrently serving a copy of this Stipulation and all supporting documents on the LWDA, including a copy of the PAGA Settlement Agreement;

WHEREAS, based on their extensive experience, counsel for the Parties believe that this settlement is fair, reasonable, and adequate, and that approval of the PAGA Settlement Agreement pursuant to this Stipulation is in the best interest of the PAGA Aggrieved Employees, the LWDA, and judicial economy;

WHEREAS, nothing in this Stipulation, the PAGA Settlement, nor any exhibit, document, or instrument delivered thereunder will be construed as an admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person;

WHEREAS, upon the Court's approval of the Settlement Agreement, Plaintiff, on behalf of herself, the State of California, the LWDA, and the PAGA Settlement Members, will be deemed to have released and forever discharged Defendant and all of its present and former parent companies, brands, subsidiaries, divisions, shareholders, officers, directors, employees, predecessors, successors and assigns ("Released Parties") from liability for any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, the LWDA Notices, and any amendments thereto, which occurred during the PAGA Period.

NOW, THEREFORE, the Parties respectfully request that the Court enter the [Proposed] Order and Judgment Approving Settlement of Claims Brought Under PAGA, submitted

concurrently herewith, thereby approving the PAGA Settlement Agreement pursuant to Labor Code section 2699(s)(2) and dismissing the instant action in its entirety with prejudice.

IT IS SO STIPULATED.

Dated: October 5, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Attorneys for Plaintiff

Dated: October 5, 2026

OGLETREE DEAKINS

By: */s/ Cameron J. Davila*
Tim L. Johnson
Cameron J. Davila
Attorneys for Defendant

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Settlement") of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq*., is made and entered into between Plaintiff Daisy Martinez, acting in her capacity as a private attorneys general, and Defendant VF Outdoor, LLC.

I. DEFINITIONS

The following terms, when used in this Settlement, will have the following meanings:

1. "Action" means the lawsuit entitled *Daisy Martinez v. VF Outdoor, LLC,* San Diego County Superior Court, Case No. 26CU022273C.

2. "PAGA Aggrieved Employees" means: all of Defendant VF Outdoor, LLC's current and former non-exempt retail employees in California who worked at any time during the PAGA Period.

3. "Defendant" means VF Outdoor, LLC.

4. "Court" means the Superior Court of California for the County of San Diego.

5. "Effective Date" means the date that Defendant deposits the entire Maximum Settlement Amount with the Settlement Administrator.

6. "Individual Settlement Payment" means the amount to be paid to each PAGA Aggrieved Employee based on the formula described herein.

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

8. "Maximum Settlement Amount" is the non-reversionary sum of $965,000.00, which includes payments to all PAGA Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorney's fees and costs, payment of Plaintiff's representative enhancement payment, and payment to the Settlement Administrator for administration costs.

9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and PAGA Aggrieved Employees after the following amounts (subject to Court approval) are deducted from the Maximum Settlement Amount: (a) Plaintiff's attorneys' fees of up to 35% of the Maximum Settlement Amount, or $337,750.00; (b) Plaintiff's reasonable verified litigation costs in an amount not to exceed $30,000.00; (c) Plaintiff's representative enhancement payment of $5,000.00; and (d) reasonable third-party administration costs up to $22,000.00.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq*.

11. "PAGA Period" means the time period from June 9, 2024, to April 6, 2026.

12. "PAGA Released Claims" means all individual and non-individual PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or

Plaintiff's June 9, 2025 PAGA Notice and February 4, 2026 Supplemental PAGA Notice letter to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees will not be releasing any underlying individual wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

13. "Parties" means Plaintiff and Defendant.

14. "Plaintiff" means Daisy Martinez.

15. "Plaintiff's Counsel" means Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen and Susan J. Perez of Haines Law Group, APC.

16. "Settlement Administrator" means Phoenix Settlement Administrators.

II. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission of Liability**. Nothing in this Settlement will be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiff, PAGA Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

2. **Maximum Settlement Amount**. Defendant will pay $965,000.00 as the non-reversionary Maximum Settlement Amount. The Maximum Settlement Amount will be deposited with the Settlement Administrator within thirty (30) calendar days after the Court signs the Final Judgment and Order granting approval of the Settlement.

3. **Representation as to Number of Pay Periods**. According to the data produced by Defendant for mediation, the PAGA Aggrieved Employees worked 109,999 pay periods as of February 4, 2026. Should the actual number of pay periods worked by PAGA Aggrieved Employees during the PAGA Period be more than 10% greater than this figure (i.e., if there are 120,999 or more aggregate pay periods worked by the PAGA Aggrieved Employees), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of aggregate Pay Periods, Defendant shall increase the Maximum Settlement Amount by 12%). In the alternative, Defendant may elect to end the PAGA Release Period on the date the number of pay periods reaches the 10% threshold (i.e. 120,999 pay periods). The Parties will resolve the end of the PAGA Period before Plaintiff files for approval of this PAGA settlement.

4. **Net Settlement Amount**. The Parties agree that the following amounts should be deducted from the Maximum Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Aggrieved Employees:

a. Plaintiff's Attorney's Fees and Costs. Defendant will not oppose Plaintiff's request for attorneys' fees in the amount of up to thirty-five percent of the Maximum Settlement Amount ($337,750.00) and actual costs incurred in prosecuting this Action, up to $30,000.00 as supported by declaration. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on an IRS Form 1099-MISC issued to Plaintiff's Counsel.

b. Plaintiff's Representative Enhancement Payment. Defendant will not oppose Plaintiff's request for a representative enhancement payment in the amount of $5,000.00 for her service to the State of California and the PAGA Aggrieved Employees. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Forms 1099-MISC issued to Plaintiff.

c. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to $22,000.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on an IRS Form 1099-MISC issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount**. The Net Settlement Amount will be distributed 65% to the LWDA and 35% to the PAGA Aggrieved Employees pursuant to Labor Code § 2699(m). The 35% portion to be paid to PAGA Aggrieved Employees will be allocated to the PAGA Aggrieved Employees as follows: Individual Settlement Payments will be calculated based on the proportionate number of pay periods worked by each PAGA Aggrieved Employee during the PAGA Period, by multiplying the 35% portion of the Net Settlement Amount by a fraction, the numerator of which is each PAGA Aggrieved Employee's total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

6. **Release by Plaintiff on Behalf of the LWDA**. Plaintiff, in her private capacity and as a proxy or agent of the LWDA and the State of California, will release and discharge Defendant, and all of its present and former parent companies, brands, subsidiaries, divisions, shareholders, officers, directors, employees, predecessors, successors and assigns (the "Released Parties") from all individual and non-individual PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's June 9, 2025 PAGA Notice and February 4, 2026 Supplemental PAGA Notice letter to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period.

7. **Judgment**. As part of the Motion to approve the Settlement, Plaintiff will submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering an order as set forth herein.

III. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for PAGA Aggrieved Employees**. Within twenty-one (21) business days after the Court's signing of the settlement approval order, Defendant will provide the Settlement Administrator with information for the PAGA Aggrieved Employees. Defendant will, in good faith, compile from its records a list of PAGA Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and will include each PAGA Aggrieved Employee's full name, last known mailing address, last known telephone number, Social Security numbers, and pay period information. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the PAGA Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each PAGA Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will also determine whether the Escalator Clause in Paragraph II.3 has been triggered. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments**. Within five (5) business days of receiving the PAGA Aggrieved Employees' information from Defendant, pursuant to Paragraph III.2, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Aggrieved Employees' addresses.

Within ten (10) business days of Defendant's deposit of the Maximum Settlement Amount, and after receiving approval from all counsel for the Parties pursuant to Paragraph III.2, the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed 100% penalties and reported using an IRS Form 1099-MISC. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any funds from checks that are not negotiated within one hundred eighty (180) days of mailing to a PAGA Aggrieved Employee shall be transferred to Kids In Need of Defense (KIND), a 501(c)(3) non-profit organization (IRS Tax ID 26-2763038) that helps provide legal representation to unaccompanied children in the immigration system, the Parties' agreed-upon *cy pres* designee.

4. **Undeliverable Letters**. The Settlement Administrator will exercise its best judgment to determine the current mailing address for each PAGA Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via 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 other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a re-mailing.

Defendant fully discharges its obligations to those PAGA Aggrieved Employees to whom it will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Aggrieved Employees. PAGA Aggrieved Employees will not have any right to opt-out or object to this Settlement.

5. **Payment of Remainder**. Within ten (10) business days of Defendant's deposit of the Maximum Settlement Amount, and after receiving approval from all counsel for the Parties pursuant to Paragraph III.2, the Settlement Administrator will issue the following payments: (1) the 65% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved representative enhancement payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting**. The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph III.3.

7. **Tax Consequences**. Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099-MISC issued to each PAGA Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

IV. MISCELLANEOUS PROVISIONS

1. **Non-Publicity**. The Parties agree that no Party will issue any press release nor other public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their respective counsel agree to keep the Settlement confidential through settlement approval. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

2. **Successors**. This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Governing Law**. This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, San Diego County.

4. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

5. **Nullification of Settlement**. 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 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.

6. **Judgment and Continued Jurisdiction**. After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

7. **Amendment or Modification**. This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

8. **Authorization to Enter into Settlement**. Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If they 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 Court to resolve such disagreement.

9. **Execution and Counterparts**. This Settlement is subject only to the execution of the Parties. However, the Settlement 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 provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Severability**. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

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

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

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

15. **Cooperation and Execution of Necessary Documents**. The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

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

17. **Effect of Settlement.** The Parties agree the settlement shall be effective as a full and final accord and satisfaction and settlement of, and may be a bar as a matter of law, to the PAGA claim in Plaintiff's June 9, 2025 PAGA Notice and February 4, 2026 Supplemental PAGA Notice letters to the LWDA and the operative complaint for Plaintiff, the LWDA, the State of California, and all PAGA Aggrieved Employees during the PAGA Release Period in any other litigation, arbitration, or other legal forum. Any party to this Agreement may use this Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of the Agreement bars any other action asserting any of the PAGA Released Claims against any of the Released Parties during the PAGA Period. The provisions of this paragraph apply regardless of whether Plaintiff and/or PAGA Aggrieved Employees cash their Individual Settlement Payments.

18. **Stay of Litigation.** The Parties further agree that litigation in this Action will be stayed for all purposes while seeking approval of the settlement.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

DAISY MARTINEZ

Dated: Jul 10, 2026

Daisy Martinez (Jul 10, 2026 17:39:27 PDT)

Daisy Martinez, Plaintiff

VF OUTDOOR, LLC

Dated: _____

By: _____

Its: _____

APPROVED AS TO FORM ONLY:

Date: July 10, 2026

HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Attorneys for Plaintiff

Date: _____

OGLETREE DEAKINS

By: _____

Tim L. Johnson
Cameron J. Davila
Attorneys for Defendant

Docusign Envelope ID: AE8B8912-110A-8E9F-81C6-EEB978AFA5E1

DAISY MARTINEZ

Dated: _____

_____
Daisy Martinez, Plaintiff

VF OUTDOOR, LLC

Dated: June 24, 2026

DocuSigned by:
Rayan Naouchi
2E1AEADA0CFA46C...

By: Rayan Naouchi

Its: ~~ASG - Employment, Lit~~igation & Operations

APPROVED AS TO FORM ONLY:

Date: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Susan J. Perez
Attorneys for Plaintiff

Date: June 25, 2026

OGLETREE DEAKINS

By: _____
Tim L. Johnson
Cameron J. Davila
Attorneys for Defendant

Exhibit A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Daisy Martinez v. VF Outdoor, LLC
San Diego County Superior Court, Case No. 26CU022273C

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The San Diego County Superior Court (the "Court") has approved the PAGA Settlement Agreement ("Settlement") in the above-captioned lawsuit filed by Daisy Martinez ("Plaintiff") on behalf of herself and all other aggrieved employees, including you. You received this notice because the records of VF Outdoor, LLC ("VF Outdoor") indicate you worked for VF Ourtdoor in California as a non-exempt (hourly) retail employee at some time between June 9, 2024 and April 6, 2026.

In this lawsuit, Plaintiff seeks to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act ("PAGA"). Plaintiff is acting as a "private attorney general" on behalf of the California Labor and Workforce Development Agency ("LWDA") and other employees of Defendant VF Outdoor, LLC . Plaintiff alleges that VF Outdoor is liable for civil penalties under PAGA because VF Outdoor failed to pay all overtime and minimum wages; failed to provide all required meal periods; failed to authorize and permit all required rest periods; failed to reimburse all necessary business expenses; failed to issue accurate itemized wage statements; failed to pay all wages at least twice during each calendar month; failed to maintain accurate employment records; and failed to pay all wages owed at the time of separation from employment.

The Court has ***not*** ruled on Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

VF Outdoor denies all liability and all of the claims, contentions, and each allegation made in the Lawsuit by Plaintiff. It maintains that it complied with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely to compromise and settle the action to avoid the cost and operational burden of continued litigation. The settlement is not an admission by VF Outdoor that any violations occurred or that any penalties are or were ever owed.

As indicated above, you are receiving this Notice because you are in the group of employees referred to as the "PAGA Aggrieved Employees," which is defined as: all of Defendant's current and former non-exempt retail employees in California who worked at any time during the PAGA Period. The "PAGA Period" means the time period from June 9, 2024, to April 6, 2026.

II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT

Each PAGA Aggrieved Employee is receiving a share of the Net Settlement Amount based on the proportionate number of pay periods worked by each PAGA Aggrieved Employee during the PAGA

Period, by multiplying the PAGA Aggrieved Employees' 35% portion of the Net Settlement Amount by a fraction, the numerator of which is each PAGA Aggrieved Employee's total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

Based on VF Outdoor's records, you worked a total of [**THIS EMPLOYEE'S PAY PERIODS**] pay periods during the PAGA Period. The total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period is [**TOTAL PAY PERIODS**]. Based on these figures, your Individual Settlement Payment has been calculated at **$[AMOUNT PAID TO THIS EMPLOYEE]**. Your payment is enclosed with this Notice.

III. RELEASE

On **[PAGA APPROVAL DATE]**, the Court approved the parties' Settlement Agreement. By operation of the Settlement's terms, the PAGA Aggrieved Employees will release and discharge VF Outdoor, and all of its present and former parent companies, brands, subsidiaries, divisions, shareholders, officers, directors, employees, predecessors, successors and assigns (the "Released Parties") from all individual and non-individual PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's June 9, 2025 PAGA Notice and February 4, 2026 Supplemental PAGA Notice letters to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees will not be releasing any underlying individual wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA (the "PAGA Released Claims").

This release is solely limited to civil penalties that are recoverable under PAGA. The Settlement will bar you and any Aggrieved Employee covered by this Agreement (including you) from proceeding with any claim under PAGA released by this Settlement. PAGA Aggrieved Employees other than Plaintiff will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

IV. SETTLEMENT ADMINISTRATOR

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

You may contact the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at **[ADMINISTRATOR INFO]** with any questions.

You will not be retaliated against for cashing your check. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. Settlement checks will be null and void one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing to a PAGA Aggrieved Employee shall be transferred to Kids In Need of Defense (KIND), a 501(c)(3) non-profit organization (IRS Tax ID 26-2763038), the parties' *cy pres* designee. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**