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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

YVONNE LARKIN, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

PARK & KISS, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV00361

[Hon. Syda K. Cogliati, Department 5]

DECLARATION OF YVONNE LARKIN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date:	December 14, 2026
Time:	8:30 a.m.
Department:	5
Complaint Filed:	February 3, 2026

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I, Yvonne Larkin, declare as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-reference action. I have personal knowledge of the facts set forth below, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to the matters stated in this declaration.

2. In May of 2023 I began working for Park & Kiss, Inc. at its restaurant, Kianti's Pizza & Pasta Bar. Until my employment ended in June of 2025, I was paid on an hourly basis as a non-exempt employee. During my employment, I was regularly not paid reporting time pay on the instances that I was scheduled for work but sent home. I also was regularly not paid out all of the tips that I earned. When I worked 3.5 hours in a workday, I regularly was not provided lawful rest periods. Likewise, when I worked more than 5.0 hours in a workday, I regularly was not provided lawful meal periods. I also was regularly not provided an additional hour of regular rate wages for missed, late, or interrupted meal and rest periods but instead paid an additional hour of wages at my base hourly rate of pay. Because of these issues, I was not timely paid all due wages during employment or upon separation of employment and also was not provided with accurate itemized wage statements.

3. During the pendency of this lawsuit, I have done my best to represent the interests of the employees that are part of the class. I have actively contributed to the litigation of this case. My contributions include but are not limited to (i) participating in numerous telephonic meetings with my attorneys and their staff to discuss the case and review documents prepared on my behalf, (ii) providing my attorneys with information and documents regarding my employment, (iii) participating in meetings with representatives from the Labor Commissioner's office, (iv) searching for additional information and documents requested both by my attorneys and representatives from the Labor Commissioner's office, (v) reviewing and approving the written notice to the Labor and Workforce Development Agency, the complaint, and other papers filed with the court, (vi) reviewing documents and information my attorneys were provided by the company or its attorneys, (vii) participating in the discovery process and reviewing related documents, (viii) being available for deposition, (ix) attending an all-day mediation, (x) reviewing and executing the settlement agreement, and (xi) reviewing and signing documents submitted to this Court in support of the settlement. Since I first contacted my counsel for

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representation in this matter in June of 2025, I have spent at least 3.0 hours per month, on average—and easily more than 50.0 hours total as of November of 2026—in progressing the litigation on behalf of the Class.

4. I understand that the class claims alleged in this action were brought on behalf of other similarly situated employees, and thus I am acting as a representative for the Class. I understood that an individual case would have resolved much faster than a class action and involved much less financial risk than a class action.

5. Throughout the lawsuit, I have been kept apprised of the status of this case. As the class representative, I understand that it is my responsibility to act in the Class's best interest and not my own. I agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware of any conflicts that exist between my interest and the interests of the Class that would impair or affect my ability to serve as representative for the Class. I do not believe I have any interests that are adverse to the interests of the Class. I also am unaware of any such issues having been raised or presented by anyone else.

6. I have taken all necessary steps to represent the interests of the Class. I remain willing to devote my time to this lawsuit for the benefit of the Class. I have and continue to be willing to assist in the investigation of this matter as well as make myself available for trial or any further proceeding in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed class and will carry out those duties as necessary.

7. I have discussed the terms of the settlement agreement with my attorneys, and based on my understanding of the case, I am of the opinion that settlement for the consideration and on the terms set forth in the settlement agreement are fair, reasonable, and adequate, and in the best interests of the Class.

8. I understood that filing this lawsuit is a public record and I accepted that burden. This lawsuit is something that potential employers can look into, and which may cause a negative impact of my employment prospects. I also understood that there were risks due to my involvement as a named plaintiff in a representative lawsuit against a prior employer. For instance, if I lost, I might have to face a judgment for some of the company's legal costs. Even understanding all these risks, I was willing to

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move forward and bring this case on behalf of the other employees. I believe many employees would not sue their employer out of fear. I took on risks by bringing this lawsuit, and I understand that other people will benefit because of the actions that I have taken. I feel that it is a positive accomplishment and am proud of the result.

9. Apart from the claims that I pursued against the company in my lawsuit, I have numerous individual claims that I separately could have pursued against the company. Nonetheless, as part of the settlement, I agreed to sign a general release of claims and a waiver of any rights I have under Civil Code section 1542. I understand the proposed settlement does not require similar releases of any other employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of November 2026, at Santa Cruz, California.

Signed by:
Yvonne Larkin
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Yvonne Larkin