PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Christina Berard ("Berard") and Thomas Garcia ("Garcia"), as individuals, on behalf of themselves and all persons similarly situated (together, "Plaintiffs"), and defendant Mor Furniture for Less, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations under PAGA against Defendant, captioned *Berard et al. v. Mor Furniture for Less, Inc. et al.*, which was initiated on August 24, 2023, and is currently pending in Superior Court of the State of California, County of San Diego, Case No. 37-2023-00036802-CU-OE-CTL.

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 Gross 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. "Aggrieved Employees" mean all current and former commissioned sales associates ("Commissioned Employees") and other non-exempt employees ("Non-Commissioned Employees") who worked for Defendant within the State of California at any time during the PAGA Period (as contemplated in Section 4.1, below). "Aggrieved Employee" shall also include Plaintiffs.

1.5. "Aggrieved Employee Data" means certain Aggrieved Employee identifying information currently in Defendant's possession, which Defendant will, in good faith, compile from its records and provide to the Settlement Administrator, including name, last-known mailing address, job title, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Approval Order" means the Court order granting approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defense Counsel" means Solomon Ward Seidenwurm & Smith LLP.

1.10. "Effective Date" means the date the Court enters a Judgment on its Approval Order.

1.11. "Gross Settlement Amount" means $154,140.00, which is the total gross amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, Individual Settlements for Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee, which shall equal a pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Individual Settlements for Plaintiffs" means payments made to Plaintiffs in exchange for: (i) the general releases contemplated herein (including paragraphs 5.1 and 5.1.1, below); (ii) general releases relating to their individual claims (including separate waivers under Labor Code Section 1542), which will be separately executed as standalone agreements; (iii) their willingness to act as private attorneys general; and (iv) their representation of the Aggrieved Employees.

1.14. "Judgment" means the judgment entered by the Court based upon the final approval.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less all Court-approved payments not used to pay the PAGA Penalties, including: the Individual Settlements for Plaintiffs, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.18. "PAGA Counsel" means Samuel Wong, Kashif Haque, Jessica Campbell, Ali Carlsen, and Alex Valle of Aegis Law Firm, PC, the attorneys representing the Plaintiffs in the Action.

1.19. "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.

1.20. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from August 24, 2022, through the date of the Court's Approval Order.

1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq*.).

1.23. "PAGA Notices" means the following notices provided pursuant to Labor Code section 2699.3, subd. (a): (i) Berard's August 24, 2023 letter to Defendant and the LWDA; (ii) Berard and Garcia's amended November 14, 2023 letters to Defendant and the LWDA; and (iii) Berard and Garcia's amended March 19, 2024 letters to Defendant and the LWDA.

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" shall mean Defendant and Defendant's former and present directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, and assigns.

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

2. RECITALS.

2.1. On August 24, 2023, Berard commenced this Action by filing a complaint alleging causes of action against Defendant for wage and hour violations. On November 6, 2023, Berard filed a First Amended Complaint adding a cause of action against Defendant for PAGA violations and adding Garcia to this Action. Plaintiffs filed the Second Amended Complaint on January 26, 2024. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint and PAGA Notices, denies any failure to comply with the laws identified in in the Operative Complaint and PAGA Notices, and denies any and all liability or wrongdoing of any kind, including the allegation that damages and/or penalties are owed under applicable law. Defendant also contends that, for any purpose other than settlement, the Action is not appropriate for representative treatment and it complied, at all times relevant to Plaintiffs' allegations and claims, with the California Labor Code and the Industrial Welfare Commission Wage Orders.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3. On October 11, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, Esq., which concluded in an agreement to settle—memorialized in a confidential Memorandum of Understanding ("MOU") containing the essential terms of the Parties' agreement—and led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, policy and other employment documents, and Aggrieved Employees' timekeeping and pay records.

2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $154,140.00 to fully and finally settle the Released PAGA Claims and Action, and no more shall be paid with respect to the Gross Settlement Amount or any costs to administer the Settlement. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $51,380.00 and PAGA Counsel Litigation Expenses Payment of not more than $30,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment 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 Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Individual Settlements for Plaintiffs in the amount of $7,500 total ($2,500 to Berard and $5,000 to Garcia), in addition to any Individual PAGA Payment that Plaintiffs are entitled to receive as Aggrieved Employees.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $60,510 to be paid from the Gross Settlement Amount, with 75% ($45,382.50) allocated to the LWDA PAGA Payment and 25% ($15,127.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties so that 2/3 shall be paid to Commissioned Employees, and 1/3 shall be paid to Non-Commissioned Employees.

3.2.4.2. For the total amount of the 25% share of PAGA Penalties paid to the Commissioned Employees, the Administrator shall (a) divide the amount of their share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Commissioned Employees during the PAGA Period; and (b) multiply the result by each Commissioned Employee's PAGA Pay Periods.

3.2.4.3. For the total amount of the 25% share of PAGA Penalties paid to the Non-Commissioned Employees, the Administrator shall: (a) divide the amount of their share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Non-Commissioned Commissioned Employees during the PAGA Period; and (b) multiply the result by each Non-Commissioned Employee's PAGA Pay Periods.

3.2.4.4. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates, as of October 11, 2025, there are 398 Aggrieved Employees (161 Commissioned Employees and 237 Non-Commissioned Employees) who worked a total of 17,564 PAGA Pay Periods (the "Estimated Pay Periods").

4.2. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 120 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlements for Plaintiffs, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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 an Aggrieved Employee Address Search for all Aggrieved Employees 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled 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 Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and the Aggrieved Employees will release all actual or potential claims against all Released Parties, as follows:

5.1 Plaintiffs' Releases. Each Plaintiff, on behalf of himself/herself and his/her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, estates, administrators, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, representatives and assigns generally release, waive and forever discharge the Released Parties from: (a) the Released PAGA Claims; and (b) any and all other claims, transactions, or occurrences that occurred during the PAGA Period, whether known or unknown, including, but not limited to any claims that were, or reasonably could have been, alleged, based on the facts contained or contemplated in the Operative Complaint and/or the PAGA Notices ("Plaintiffs' Releases"). Plaintiffs' Releases does 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the rights and benefits afforded by 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.

5.2 Releases by Aggrieved Employees: In addition to Plaintiffs' Releases, all Aggrieved Employees are also deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, both potential and actual, that may have been raised in the Action with respect to the matter in controversy, for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts contained or contemplated in the Operative Complaint and/or the PAGA Notices.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**. Plaintiffs will prepare and file an application or motion for approval of this Settlement within 30 days of the date that this Agreement is fully executed.

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, if any, and providing reports 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 ("QSF") 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. **ESCALATOR CLAUSE**. If the number of PAGA Pay Periods exceeds the Estimated Pay Periods by more than 12% (i.e., an increase of more than 2,108 PAGA Pay Periods), the Gross Settlement Amount will increase in proportion to the number of aggregate PAGA Pay Periods that exceed that 12% threshold. For example, if the total PAGA Pay Periods is 15% of the above-referenced amount *(i.e.,* ~2,635 PAGA Pay Periods), then the Gross Settlement

Amount will increase by 3%.

9. DISMISSAL. Within 10 days after the distribution of all payments contemplated in Section 4 above and after submission of an administrator declaration to the Court describing the disbursement, Plaintiffs and/or their attorneys will file a request for dismissal of this Action with prejudice, including all claims contemplated therein. Plaintiffs further agree to withdraw all related claims pending before any other tribunals, courts, or administrative bodies. Plaintiffs will also take all necessary actions to complete these dismissals, including preparing and filing all required documents and/or motions.

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement until all payments are made (as contemplated in Section 4 above), 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 pursuant to California Code of Civil Procedure section 664.6.

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, through their respective counsel, waive all rights to appeal the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. ADDITIONAL PROVISIONS.

11.1 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's 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).

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with the MOU, 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. Additionally, the Parties intend and agree that this Agreement and the MOU (collectively, the "Agreements") shall be admissible and binding under California Code of Civil Procedure Section 664.6 and shall also be admissible and subject to disclosure in any proceeding to enforce their terms, notwithstanding mediation confidentiality provisions that otherwise might apply under applicable law.

11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

11.4 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.

11.5 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant, 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.

11.7 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.

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

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

11.10 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.

11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. No Party will issue any press release or disclose any information regarding the Agreement or PAGA Settlement other than as necessary to obtain Court approval or effectuate the terms contemplated in this Agreement. Nothing in this provision will prevent PAGA Counsel from disclosing information as necessary to attest to their qualifications as class counsel in other cases, as may be required by any state and/or federal court.

11.12 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.

11.13 Calendar Days. Unless otherwise noted, all reference 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 or state legal holiday, such date or deadline shall be on the first business day thereafter.

11.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. 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.

11.15 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, pursuant to CCP section 583.330, the date to bring a case to trial shall be extended (as of October 11, 2025) under CCP section 583.310 for the entire period of this settlement process.

11.16 Non-Solicitation. PAGA Counsel represents that, with the exception of Plaintiffs, they are not currently representing any other individuals who are adverse to Defendant. Additionally, PAGA Counsel further represents it will not Solicit ("Solicit" as used herein is defined in Rule 7.3 of the California Rules of Professional Conduct) any current or former employees of Defendant to assert claims against Defendant. Nothing within this provision shall impose a restriction upon PAGA Counsel's right to practice law as protected by Rule 5.6 of the California Rules of Professional Conduct.

Dated: January 23, 2026　　By: ______________________
Thomas Garcia (Jan 23, 2026 18:16:37 PST)
Thomas Garcia

Dated: ______________　　By: ______________________
Christina Berard

Dated: 1/30/2026 | 12:53:06 PM PST　　By: Signed by: Jeff Haux
79DE58CCA36C41C...
Name: Jeff Haux　　CFO
Mor Furniture for Less

AEGIS LAW FIRM, PC

Dated: 1/26/2026　　By: ______________________
Samuel Wong
Kashif Haque
Jessica Campbell
Ali Carlsen
Alex J. Valle
Attorneys for Plaintiffs

SOLOMON WARD
SEIDENWURM & SMITH LLP

Dated: February 6, 2026　　By: ______________________
Andrew R. Myers
Adam R. Scott
Attorneys for Defendant

Dated: ______________ By: ________________________________
Thomas Garcia

Dated: 1/20/2026 By: Christina Berard
Christina Berard (Jan 20, 2026 17:09:19 PST)
Christina Berard

Dated: ______________ By: ________________________________
______________ Name: ________________________________
Mor Furniture for Less

AEGIS LAW FIRM, PC

Dated: ______________ By: ________________________________
Samuel Wong
Kashif Haque
Jessica Campbell
Ali Carlsen
Alex J. Valle
Attorneys for Plaintiffs

SOLOMON WARD
SEIDENWURM & SMITH LLP

Dated: ______________ By: ________________________________
Andrew R. Myers
Adam R. Scott
Attorneys for Defendant

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Berard v. Mor Furniture For Less, Inc.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Berard v. Mor Furniture for Less Inc., et al.*, Case No. 37-2023-00036802-CU-OE-CTL, which was initially filed in San Diego County Superior Court in August 2023.

That case was filed against Mor Furniture for Less, Inc. ("MOR") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"). The claim was brought on behalf of the State of California and all similarly situated non-exempt employees of MOR. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiffs in the case claimed that MOR owed civil penalties under PAGA for certain violations of the California Labor Code. MOR denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, MOR agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this case does not constitute an admission by MOR of any of the matters alleged in the case or an admission of liability. MOR denies any liability or wrongdoing and contends, among other things, that they have complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends the case is without merit. By way of this Settlement, MOR has been released from any and all claims under PAGA relating to any and all facts and claims for PAGA penalties that were asserted in the case, or could have been asserted under PAGA based on the facts alleged in the case. Under the PAGA statute, the settlement gets divided between the State and the employees. The enclosed check represents your portion of penalties allocated to the employees. Even if you fail to cash the enclosed check, you will still be deemed to have waived all PAGA claims based on or arising from the case, including all claims set forth in the release of claims described above.

Any questions regarding the enclosed check, the case, or this notice must be directed to the settlement administrator whose contact information is at the top of this letter.