

ALTERNATIVE DISPUTE RESOLUTION AGREEMENTS

DNR Management LLC (the "Company") and the individual identified and signing, below, ("Individual") enter these Alternative Dispute Resolution Agreements ("ADR Agreements") and voluntarily and knowingly agree as follows:

Mutual Arbitration Agreement

1. Individual and the Company *waive all rights to trial in court before a judge or jury* on all claims covered by this Mutual Arbitration Agreement ("MAA"). Instead, except as provided below, the Company and Individual (on behalf of Individual and Individual's heirs, spouse, successors, assigns, and agents) agree all legal disputes and claims between them shall be determined exclusively by final and binding arbitration.

2. Except as provided below, claims subject to this MAA include without limitation all claims pertaining to Individual's employment or other relationship with the Company (including application for or termination of employment or other relationship or any background check process) and all claims for discrimination, harassment, or retaliation; wages, overtime, or other compensation; breach of express or implied contract or fiduciary duty; negligence or other tort; or violation of any federal, state, or local law. The only legal disputes and claims excluded from this MAA are claims: (a) constituting sexual harassment or sexual assault disputes as defined by the Federal Arbitration Act ("FAA"); (b) by Individual for workers' compensation benefits (although retaliation claims are covered by this MAA), unemployment benefits, or benefits under a plan or collective bargaining agreement that provides its own process for dispute resolution; (c) by either party seeking only a provisional remedy in any court of competent jurisdiction; (d) for which this MAA would be invalid or prohibited, or state or local law that is not preempted by federal law (but if such a non-arbitrable claim subsequently becomes arbitrable while the claim is pending, it shall then be subject to and proceed under this MAA); (e) to enforce this MAA, compel arbitration, or enforce, modify, or vacate an arbitrator's award¹; (f) asserted by Individual prior to Individual's execution or deemed acceptance of these ADR Agreements as provided herein; (h) asserted on Individual's behalf by another individual if and only if such a claim was filed prior to Individual's execution or deemed acceptance of these ADR Agreements as provided herein; or (g) filed with a federal, state, or local administrative agency such as the Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement (i.e., a Berman hearing but any appeal of the decision would be subject to this arbitration Agreement), National Labor Relations Board, or similar agency, although Individual does knowingly and voluntarily waive the right to file, or participate or obtain relief in, a lawsuit against the Company filed in a court, except as described herein. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

3. A party wishing to initiate arbitration must notify the other party in writing by hand delivery or certified mail. The notice should identify the party requesting arbitration by name, address, and telephone number; the facts upon which the claim is based; the persons involved; the date and location of any occurrences giving rise to the claim; the law(s) allegedly violated; and the remedy requested. Notice to the Company must be sent to Stacey Shalhoub, McDonald's, PO BOX 13490, Palm Desert, CA 92255. Notice

¹ The parties agree and stipulate that such actions and this MAA are governed by the FAA and not any state arbitration law; provided, however, that (i) if for any reason the FAA is held to not apply or allow individual arbitration of a given claim; then such actions shall be governed by the California Arbitration Act, as the Company is headquartered in California and/or its members are California residents; and (ii) if for any reason California law is held to not apply or allow for individual arbitration of a given claim, then such actions shall be governed by the arbitration statute of the state in which Individual last worked for the Company (or if Individual never worked for the Company, the state in which Individual initially applied for work with the Company) if such statute would permit individual arbitration, *it being the express intent of the parties to allow for individual arbitration of claims to the maximum extent possible.*

to Individual must be sent to Individual's most recent residence address in the Company's records. Within 30 days of receipt of a notice of arbitration, the parties shall attempt to select a mutually agreeable arbitrator. Except as noted herein, the arbitrator selected by the parties shall administer the arbitration according to the Employment Arbitration Rules (or successor rules) of the American Arbitration Association ("AAA"), which can be requested from the Company or found at www.adr.org, and Federal Rule of Civil Procedure 68 ("Offer of Judgment"). If the parties are unable to agree on an arbitrator, the party requesting arbitration shall submit the matter to AAA, and an arbitrator shall be selected pursuant to AAA's rules. If AAA's rules are inconsistent with these ADR Agreements, these ADR Agreements shall govern.

4. Except as required by the following two paragraphs and applicable law, (a) the arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the formation, enforceability, applicability, or interpretation of this MAA, including without limitation any claim that it is void or voidable, and (b) the parties waive the right to have a court determine the enforceability of this MAA but may seek a court order delegating such questions to the arbitrator. The arbitration will be held in or near the city in which Individual is or was last employed or engaged by, or applied for employment or other association with, the Company, as applicable. The parties have the right to file dispositive motions and post-hearing briefs. The arbitrator's authority and jurisdiction are limited to determining the claims in dispute consistent with controlling law and these ADR Agreements. In deciding the causes of action asserted, the arbitrator shall apply, and shall not deviate from, the substantive law of the state in which the claim(s) arose and/or federal law, as applicable, and the statute of limitations for each cause of action if it had been filed in court, and notwithstanding anything herein or the AAA's rules to the contrary, any deviation from applicable substantive law or the statute of limitations shall constitute and be deemed as the arbitrator exceeding the arbitrator's authority under this Agreement, which is prohibited by Section 10 of the FAA, 9 U.S.C. § 10. For example, the arbitrator shall not have the authority to hear disputes not recognized by existing law and shall dismiss such claims upon motion by either party in accordance with the summary judgment standards of the applicable jurisdiction. Similarly, the arbitrator shall not have the authority to order any remedy that a court would not be authorized to order; rather, except as provided in the following two paragraphs, the arbitrator shall have the power to award all legal and equitable relief that would be available in court under applicable law. The arbitrator shall have the authority to issue subpoenas to compel the production of documents during discovery and the attendance of witnesses at the arbitration hearing; do so upon the reasonable request of either party; and make reasonable efforts to conduct the arbitration hearing within a year of the arbitrator's appointment but has discretion to extend this timeline upon a showing of good cause. The arbitrator shall render a written award setting forth findings of fact and conclusions of law.

5. *Individualized Arbitration and Class Action Waiver. To the maximum extent permitted by law, (a) the arbitrator is prohibited from consolidating the claims of others into one proceeding or fashioning a proceeding as a class, collective, joint, or group action (collectively, "Class Action") or awarding relief to a group of claimants or employees in one proceeding, and (b) the parties waive any right to proceed in a Class Action, provided that (x) any dispute concerning the scope or validity of this paragraph shall be decided by a court of competent jurisdiction and not the arbitrator, and (y) should a court determine this prohibition on Class Actions is invalid for any reason, the parties waive any right to arbitration of a Class Action and instead agree and stipulate that such claims will be heard only by a judge or jury subject to applicable law, and not an arbitrator, after the parties arbitrate any claims subject to this MAA.*

6. *No Representative Actions. To the maximum extent permitted by law, (a) the arbitrator is prohibited from fashioning a proceeding as a representative action under the California Private Attorney General Act or any similar statute in any state (collectively, "Representative Action") or awarding relief to a group of claimants or employees in one proceeding, and (b) the parties waive any right to proceed in a Representative Action, provided that (x) any dispute concerning the scope or validity of this paragraph shall be decided by a court of competent jurisdiction and not the arbitrator, and (y) should a court determine*

this prohibition on Representative Actions is invalid for any reason, the parties waive any right to arbitration of a Representative Action and instead agree and stipulate that such Representative Action claims will be heard only by a judge, and not an arbitrator, after the parties arbitrate any claims subject to this MAA.

7. It is the intent of the parties that each arbitrator and any administering agency shall have the authority to take early action in arbitration proceedings in order to prohibit the abuse of the arbitration process by the simultaneous filing of numerous and substantially similar arbitration demands. If 20 or more demands for arbitration involving substantially similar claims are filed against the Company and remain pending, (a) AAA (or the arbitrator in the first such proceeding if AAA is not administering the arbitrations) shall determine phases for such proceedings as needed for the efficient administration of all such proceedings, including the determination of a schedule for the selection of arbitrators and payment of arbitration fees and costs and the conducting of arbitration hearings in phases, and (b) any party shall be authorized to designate and rely on written discovery responses or deposition testimony from one such proceeding in other such proceedings in lieu of responding to substantially similar discovery requests in substantially similar proceedings.

8. The Company will pay all costs unique to arbitration, including the arbitration fees and expenses. However, if Individual is the party initiating the claim, Individual shall be responsible for contributing an amount equal to the filing fee to initiate the claim in Individual's home state, unless the arbitrator determines such fee should be waived due to a showing of reasonable need. Except as provided in Federal Rule of Civil Procedure 68 or as determined by the arbitrator in accordance with applicable legal standards, each party shall pay its own attorneys' fees and any costs that are not unique to the arbitration. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. The arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party to the same extent a court would be entitled to do so, in accordance with applicable law.

Agreement to Separate Certain Claims and to Arbitrate Certain Claims First

Separate from and in addition to the MAA, to the maximum extent permitted by law, Individual and the Company mutually agree and stipulate that (1) if Individual brings a sexual harassment or sexual assault dispute (as defined in the FAA), all claims other than a sexual harassment or sexual assault claim shall be presented in (or if not presented in, severed into) a separate proceeding from the sexual harassment or sexual assault claims; (2) those claims that do not relate to a sexual harassment or sexual assault dispute and are subject to arbitration under the MAA shall be governed by and proceed with individual arbitration under the MAA, it being the express intent of the parties to allow for individual arbitration of claims to the maximum extent possible; and (3) if a party brings claims subject to arbitration under the MAA and claims that are not subject to arbitration, the latter shall be stayed until the former are fully arbitrated.

General Provisions Applicable to These ADR Agreements

1. **INDIVIDUAL IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO FILE A LAWSUIT AGAINST THE COMPANY OR PROCEED IN FRONT OF A JUDGE OR JURY, EXCEPT AS DESCRIBED HEREIN.**

2. These ADR Agreements shall be construed as a whole, according to their fair meaning, and not for or against any party. Individual has read and understands these ADR Agreements and may consult with an attorney of Individual's choosing regarding them. If Individual desires a translation of these ADR Agreements in a language other than English, Individual may request it from the Company.

3. Claims subject to these ADR Agreements include claims against the Company or the Company's parents, subsidiaries, affiliates, divisions, brands, successors, assigns, clients, and customers; their alleged

agents, joint or co-employers, and joint ventures; and their respective owners, directors, officers, employees, or agents, whether current, former, or future, as all these individuals and entities are third-party beneficiaries to these ADR Agreements, are entitled to the rights and benefits under them, and may enforce them as if they were parties. The term "Company" encompasses these individuals and entities as necessary to allow them to obtain the full benefits of these ADR Agreements. Nothing herein shall be interpreted to (a) suggest any particular entity or person is or will be Individual's employer or joint employer, or (b) constitute a guarantee of employment for any fixed period or under any particular terms except those contained herein or otherwise alter the at-will nature of any employment relationship.

4. These ADR Agreements are the complete agreement between the parties on the subjects herein and supersede any other understandings on such subjects, except that if there is another written arbitration agreement between the parties it shall survive these ADR Agreements to the extent it is consistent with the parties' intention to engage in individual arbitration. No other representations are being relied upon by either party. These ADR Agreements cannot be orally modified and shall remain in effect even after the termination of Individual's employment or other association. If any paragraph, phrase, word, or other portion of these ADR Agreements (collectively, "Term") is deemed invalid or unenforceable, such Term shall be modified automatically to the minimum extent necessary to render these ADR Agreements valid and enforceable for individual arbitration. Except as otherwise provided in Paragraphs 5 and 6 of the MAA, if a Term conflicts with a mandatory provision of applicable law that is not preempted by the FAA, or conflicts with the FAA, the conflicting provision shall be severed automatically and the remainder construed to incorporate the mandatory provision. In the event of such severance or modification, the remainder shall not be affected.

5. *If Individual accepts or continues employment or other association with the Company after receiving notice of these ADR Agreements, such employment or other association shall constitute acceptance of these ADR Agreements, regardless of any request for a confirming signature or electronic acknowledgment and regardless of whether Individual or a Company representative signs or electronically acknowledges these Agreements.*

AGREED:

Date: 9-5-2022

Ana Reyes
Individual's Signature

Ana Reyes
Individual's Printed Name

Date: 9/5/2023

[Signature]
Company Representative's Signature

RICHARD SHALHOUB

Company Representative's Printed Name