

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Bighorn Five Guys Acquisitions, LLC (the “Company”) and the named Plaintiff, Bailey Stebbins (“Plaintiff”), who is acting both individually and in his capacity as the proposed class representative for the proposed settlement class defined herein and in the proposed class action entitled *Bailey Stebbins v. Bighorn Five Guys Acquisitions, LLC*, Pierce County Superior Court Civil Case No. 23-2-06950-7 (the “Case”).

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and the Company (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein.

III. Investigations and Due Diligence.

The Parties have conducted substantial formal and informal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive electronic time records, payroll data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff’s claims and the Company’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties engaged in settlement negotiations and outlined the conceptual terms of the Settlement during a November 2, 2023 mediation before Lou Peterson. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ investigations and communications, the Parties have reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described.

V. The Company’s Denials of Wrongdoing and Non-Admission of Allegations.

The Company has denied and continues to deny each of the claims and contentions alleged by Plaintiff on her own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Case. The Company has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action if it were to proceed through litigation instead of settlement. Furthermore, the Company has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against the Company or Released Parties of any fault, wrongdoing,

or liability whatsoever. The Company expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then the Company would have continued to vigorously defend against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. The Company agrees to this Settlement solely to avoid the burden and expense of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **"Released Parties"** as used in this Agreement, and as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, Bighorn Five Guys Acquisitions, LLC, as well as its parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans, as well as each of their respective past and present directors, officers, agents, shareholders, members, equity holders, managers, employees, attorneys, representatives, administrators, fiduciaries, successors, assigns, and transferees, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

b. **"Effective Date"** means the date when both (1) the Settlement has been finally approved by the Superior Court, and (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the "Final Judgment") becomes final. For purposes of this subsection, the Superior Court's Final Judgment "becomes final" upon the later of either (a) thirty one (31) calendar days following the Superior Court's entry of an order granting final approval of the Settlement; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment.

c. **"Settlement"** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above and memorialized in this Agreement.

d. **"Settlement Administrator"** means CPT Group Class Action Administrators, subject to the Superior Court's approval.

e. **"Settlement Class Period"** means the period from November 22, 2021, through and including December 15, 2023.

f. **"Proposed Class"** or **"Proposed Class Members"** means all individuals who were employed by the Company as restaurant workers paid on an hourly basis in Washington state at any time during the Settlement Class Period.

g. **“Settlement Class”** or **“Settlement Class Members”** means all Proposed Class Members, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court and shall retain the right to pursue (or not pursue) any alleged individual claim(s) against the Company in a separate action.

h. The **“Notice of Settlement”** means the form attached hereto as **Exhibit A**.

i. The **“Initial Mailing Date”** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

j. The **“Notice Deadline”** is forty-five (45) calendar days after the Initial Mailing Date.

k. **“Class Counsel”** means Entente Law PLLC, subject to the Superior Court’s approval.

l. **“Maximum Settlement Amount”** means the maximum amount the Company may be required to pay pursuant to this Settlement, which is the sum of Three Hundred Thousand Dollars (\$300,000), excluding any of the Company’s employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes. In no event shall the Maximum Settlement Amount exceed the foregoing sum. All amounts described in Paragraphs VI.1(m)-(r) below will be paid from the Maximum Settlement Amount.

m. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated by subtracting the Court-approved Service Award and Full Release Award, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Maximum Settlement Amount. Subject to approval by the Superior Court, the Parties anticipate the aggregate, gross amount paid to the Settlement Class as part of the Settlement of this Case is estimated to be no less than One Hundred Seventy-three Thousand Dollars (\$173,000).

n. **“Settlement Awards”** means the amounts the Parties propose be paid to members of the Settlement Class pursuant to this Agreement.

o. **“Service Award”** means the amount the Parties propose be paid to Plaintiff as a service award in recognition of his efforts in prosecuting the Case. Subject to approval by the Superior Court, the amount paid to Plaintiff for his service award shall be Seven Thousand, Five Hundred Dollars (\$7,500).

p. **“Full Release Award”** means the amount the Parties propose to be paid to Plaintiff in exchange for a release of all individual claims against the Released Parties, known or unknown, pled or unpled in the Case, including, but not limited to, claims relating to his application for employment, employment, and/or cessation of employment with the Company, as well as his agreement not to apply for future employment with Defendant. Subject to approval by the Superior Court, the amount paid to Plaintiff Bailey Stebbins for his Full Release Award shall be Seven Thousand Five Hundred Dollars (\$7,500).

q. **“Settlement Administration Expenses Award”** means the amount the Parties propose be paid to the Settlement Administrator for the processing of the Settlement. Subject to approval by the Superior Court, the amount paid to the Settlement Administrator for the processing of the Settlement is estimated to be Fourteen Thousand Dollars (\$14,000).

r. **“Attorney’s Fees and Costs Award”** means the amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs for all past, present, and future work in connection with their prosecution and settlement of the Case. The proposed award for attorney’s fees is thirty percent (30%) of the Maximum Settlement Amount, or Ninety Thousand Dollars (\$90,000). The proposed award for costs incurred by Class Counsel is Eight Thousand Dollars (\$8,000). The amounts the Parties propose be paid to Class Counsel as attorney’s fees and costs are subject to approval by the Superior Court.

s. **“Released Claims”** means any and all claims asserted in the Complaint filed in the Case (“Complaint”) or claims that could have been asserted based on the facts alleged in the Complaint during the Settlement Class Period, including federal, state, and municipal claims. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged unpaid hours worked or any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and meal periods, and any attendant claims for unpaid wages, overtime payments, premium payments, interest, liquidated or double damages, exemplary damages, and attorneys’ fees and costs relating to any of the foregoing. The additional Released Claims by Plaintiff Bailey Stebbins specifically include, but are not limited to, claims for wrongful termination; any claims that were or could have been brought under Washington labor and employment laws, the FLSA, and all related or corresponding federal and municipal laws, and all implementing regulations and interpreting guidance; any other causes of action, including those seeking premiums, penalties, interest, punitive damages, costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or common law; any claims under the Washington Law Against Discrimination, Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964; and any other claims related to his application for employment, employment, or cessation of employment with the Company, whether known or unknown or pled or unpled in the Case.

2. Releases.

As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff and all members of the Settlement Class of all Released Claims against the Released Parties.

3. Payment by the Company.

Subject to approval of the Settlement by the Superior Court, the Company agrees to deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator for purposes of processing the Settlement and paying the Service Award and Full Release Award, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, and the Settlement Awards. The Company will not be responsible for making any additional payments except as expressly set forth below, whether to the Settlement Class Members, to Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise (with the exception that the Company agrees to pay its share of FICA, FUTA, and other similar, mandatory

employer-side payroll taxes). By funding the Qualified Settlement Fund, the Company will fully discharge its financial obligations under this Agreement and shall have no further financial obligations under this Agreement, whether to the Settlement Class Members, to Plaintiff, to Class Counsel, to the Settlement Administrator, or otherwise (again with the exception that the Company agrees to pay its share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes).

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by the Settlement Administrator based on records that have been or will be submitted to the Settlement Administrator by the Company, which records are presumed to be accurate. The Company will provide data to the Settlement Administrator reasonably necessary for the calculation of the Settlement Awards in the form of an Excel spreadsheet (or spreadsheets), which shall contain data regarding the amount of wages earned by each Proposed Class Member during the Settlement Class Period. The Company shall provide the Excel spreadsheet(s) containing the foregoing data to the Settlement Administrator within ten (10) business days after this Agreement is preliminarily approved by the Superior Court. Any data provided to the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. The Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. The Settlement Administrator shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Each Settlement Class Member shall receive a minimum Settlement Award of Fifty Dollars (\$50.00). The remaining monies from the Class Fund will be allocated to individual Settlement Class Members pro rata based on wages paid during the Settlement Class Period, with the amounts being calculated by dividing each Settlement Class Member's total wages during the Settlement Class Period by the total aggregate wages earned by all Settlement Class Members during the Settlement Class Period and then multiplying the resulting ratio by the portion of the Class Fund allocated to these payments.

c. The Settlement Administrator shall provide the Company and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members within ten (10) business days after receiving the data from the Company. The Company and Class Counsel shall have ten (10) business days after receiving this electronic report to review the Settlement Administrator's gross Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator. Thereafter, the Parties shall confer within five (5) business days in an attempt to resolve any disputes relating to the calculations of the gross amounts of Settlement Awards. If the Parties are unable to resolve any disputes about calculating the gross Settlement Awards pursuant to this Agreement, they shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding any disputed calculations of any Settlement Awards for any Settlement Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated as non-wages (in exchange for a release of claims for penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Settlement Class Members.

e. **Separate Payment of Employer-Side Payroll Taxes.** The Company will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

5. Attorney's Fees and Costs Award.

As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for an Attorney's Fees and Costs Award of no more than thirty percent (30%) of the Maximum Settlement Amount (i.e., Ninety Thousand Dollars (\$90,000)), plus up to an additional Eight Thousand Dollars (\$8,000) for actual litigation costs.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff Bailey Stebbins shall receive a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the amount paid to Plaintiff for his Service Award shall be Seven Thousand, Five Hundred Dollars (\$7,500).

7. Full Release Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above and a Service Award, Plaintiff Bailey Stebbins shall receive a Full Release Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and Plaintiff. Subject to approval by the Superior Court, the amount paid to Plaintiff Bailey Stebbins for his Full Release Award shall be Seven Thousand Five Hundred Dollars (\$7,500).

8. Settlement Administration.

a. The Settlement Administrator shall be responsible for mailing the Notice of Settlement to the Proposed Class, tracing undeliverable mailings, recording and tracking responses to the mailings to the Proposed Class, tracking and responding to any inquiries made by any member of the Proposed Class, performing the calculations of Settlement Awards and payroll taxes, and any other related tasks mutually agreed to by the Parties. The Settlement Administrator shall also be responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code and U.S. Treasury Regulation section 468B-1 for

purposes of administering this Settlement, as well as issuing the necessary checks for all Settlement Awards, issuing all required tax documents (such as Forms W-2 and 1099-MISC), performing all related tax reporting to taxing authorities and to the Company, withholding and disbursing all applicable payroll taxes to taxing authorities, and issuing the Service Award and Full Release Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award.

b. The Settlement Administrator will perform the foregoing duties based on data provided by Class Counsel and the Company, which data shall be presumed to be correct. In addition to the data described in Section VI.4.a., above, the Company shall, within ten (10) business days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Proposed Class: (i) name; (ii) last known address; (iii) last known telephone (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); (v) social security number; and (vi) date of birth. Other data will be provided, upon request from the Settlement Administrator, as reasonably necessary to complete their settlement administration duties under this Agreement. All such data shall be treated as private and confidential, and the Settlement Administrator shall not use or disclose any such data to any persons or entities except as required by this Settlement, law or Court order.

c. The Settlement Administrator shall also have the responsibility to determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide the Company and Class Counsel with (1) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely request for exclusion in conformity with this Agreement ("Exclusion Letter"); (2) an electronic report setting forth the names and identities of all Proposed Class Members who submitted a valid and timely objection in conformity with this Agreement; (3) copies of all requests for exclusion returned or received; and (4) copies of all objections returned or received. The Company and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned and objections received, along with their envelopes. The Company and Class Counsel shall have seven (7) business days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any request for exclusion and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) business days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject requests for exclusion and/or eligibility determinations. In the event the Parties are unable to reach resolution on any disputes relating to the subject requests for exclusion and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject requests for exclusion and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to the Company and Class Counsel in the form of a draft declaration, which will include a description of the notice process, the number of exclusion requests and objections received, the names of all individuals

who opted out of the Settlement, and exhibits attaching the notice, requests for exclusion, and objections.

d. In the event the number of Proposed Class Members who have timely requested exclusion from the Settlement exceeds ten percent (10%) of the total number of Proposed Class Members, the Company has the right, in its sole discretion, to terminate or not to terminate the Settlement. If the Company chooses to exercise this right, it shall give written notice to Class Counsel within ten (10) business days after receiving the report from the Settlement Administrator required by Section VI.8.c., above.

e. As part of seeking the Superior Court's final approval of this Settlement, Class Counsel will apply to the Superior Court for a Settlement Administration Expenses Award that is estimated to be Fourteen Thousand Dollars (\$14,000). The costs, fees and expenses incurred by the Settlement Administrator in administering this Settlement shall be paid from the Settlement Administration Expenses Award approved by the Court.

9. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Superior Court approval of the Settlement, certifying the Settlement Class, notifying the members of the Proposed Class, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court (to be heard on January 12, 2024, or the earliest date thereafter the Superior Court has available) to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the issuance of the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order preliminarily certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order"). The motion and order will address procedures for addressing of notices to the parent or guardian of Proposed Class Members who are minors at the time of the mailing and a finding from the Court that a Settlement Guardian ad Litem is not necessary under SPR 98.16W(c) given the appointment of Class Counsel. Class Counsel shall provide the Company with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) business days before the motion is filed. Plaintiff's counsel agrees to consider in good faith all comments of the Company on the draft. The Company will not oppose Plaintiff's motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement and the Parties have resolved the Company's comments to its satisfaction.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within twenty-one (21) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement

Administrator shall send the Notice of Settlement to all Proposed Class Members by mail. The Settlement Administrator shall update Proposed Class Member addresses using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Agreement and for any subsequent mailings required to effectuate the terms of this Agreement. The Settlement Administrator will keep the Parties informed of any problems that arise in providing the Notice of Settlement and/or locating missing Proposed Class Members, or parents or guardians of Proposed Class Members who were minors at the time of mailing.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must contain the information specified in the Notice and must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline. No Proposed Class Member may be heard at the Fairness Hearing who has not complied with this requirement, and any Settlement Class Member who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement. Any Proposed Class Member who intends to appear at the Fairness Hearing shall provide notice of their intent as stated in the Notice of Settlement. Except to the extent a Settlement Class Member presents a timely objection to this Settlement pursuant to the procedures set out above, the Settlement Class Members and Plaintiff waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Agreement.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator requesting exclusion from the Settlement that is postmarked or delivered on or before the Notice Deadline. The Exclusion Letter must contain the information specified in the Notice. Any Proposed Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Settlement Class Member, shall not have any rights under this Agreement, shall not be entitled to receive any Settlement Award, and shall not be bound by this Agreement or the Final Judgment. Any Settlement Award amount allocated to individuals who opt out will not be paid by Defendant as part of the Settlement.

(4) The Notice of Settlement shall also advise Settlement Class Members that they need to do nothing (other than not affirmatively opt out) in order to receive a Settlement Award. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the Settlement.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections and exclusions.

e. Should any Notice of Settlement be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable “skip trace” search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made. Notwithstanding the foregoing, the Settlement Administrator or Class Counsel may mail or email a Notice of Settlement and/or Exclusion Form to a Proposed Class Member at an address or email address obtained by other means if the Notice of Settlement is returned as undeliverable or upon the Proposed Class Member’s request for the same.

f. Within the later of twenty one (21) calendar days after the Notice Deadline, or seven (7) calendar days following resolution of challenge as set forth in Section IV.8.c., above, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member with copies of their envelopes, and to respond to any objections to the settlement. This will include the information required by SPR 98.16W(e) with respect to Proposed Class Members who are minors. Class Counsel shall provide the Company with a draft of the proposed motion for final approval and Final Approval Order for review and comment at least five (5) business days before the motion is filed. Plaintiff’s counsel agrees to consider in good faith all comments of the Company on the draft. The Company will not oppose Plaintiff’s motion, so long as the motion for final approval and Final Approval Order are in conformity with this Agreement and the Parties have resolved the Company’s comments to its satisfaction.

g. Subject to the Superior Court’s availability and direction but no sooner than fifteen (15) business days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel’s Attorney’s Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award and Full Release Award to the Plaintiff. The Settlement shall not be contingent upon any particular amount being approved by the Court for these components. If the Superior Court finally approves the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with prejudice, permanently barring all Settlement Class Members from prosecuting against the Released Parties any Released Claims on an individual, class, or collective basis, and without an award of attorney’s fees, expenses, or costs to any Party except as provided herein. The Final Judgment will address the Court’s approval of the Settlement with respect to Settlement Class Members who are minors and any special procedures required for issuing Settlement Awards to them.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continuing jurisdiction solely for the purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules. In the event that one or more of the Parties to this Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties’ reasonable attorneys’ fees and costs, including expert witness fees incurred in connection therewith.

i. Within ten (10) business days after the Effective Date, the Company shall initiate a transfer of the Maximum Settlement Amount into the QSF. The Company also will transfer into the QSF an amount equal to the employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as calculated by the Settlement Administrator. Such payment shall be made by the Company upon the latter of ten (10) business days after the Effective Date or within ten (10) business days after the Settlement Administrator provides its final calculation of the employer-side payroll taxes to the Company. Within five (5) business days of entry of the Final Judgment, the Settlement Administrator shall provide to the Parties its calculation of payroll taxes for the Settlement Awards and shall provide to the Company the W-9 form for the QSF and wiring instructions for funding. The Parties and Settlement Administrator shall confer within five (5) business days in an attempt to resolve any dispute and finalize the calculations. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by the Company pending the issuance of the Settlement Awards to Settlement Class Members. Until the date that the Company's funding of the QSF is due, the Company shall have sole and complete control over all such funds and shall have no obligation to segregate such funds or to place them in escrow or to otherwise earmark them before the funding deadline.

j. The Settlement Administrator shall distribute the Settlement funds only as directed by Class Counsel and the Company's Counsel and as allowed under the Court's Final Judgment. Within three (3) business days after the Maximum Settlement Amount and payroll taxes are deposited into the QSF, the Settlement Administrator shall issue and mail checks for the Service Award and Full Release Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award to the respective recipients thereof. Within ten (10) business days after the Maximum Settlement Amount and payroll taxes are deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages. The Settlement Administrator shall withhold and pay to the appropriate taxing authority(ies), all federal, Washington state, and local withholding taxes from each amount for wages, and shall issue appropriate IRS Forms W-2 for each amount for wages. The non-wages amount shall not be subject to withholdings and shall be reported on an IRS Form 1099 (marked "Other Income") issued by the Settlement Administrator. Using the funds transferred into the QSF by the Company for the employer share of the payroll taxes required on the W-2 payments, the Settlement Administrator will also pay all of the required employer share of payroll taxes in connection with issuing the wage checks to Settlement Class Members, including the employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, and local requirements.

k. The Settlement Administrator shall follow any special procedures ordered by the Court for issuing Settlement Awards to Settlement Class Members who are minors. Because the minors are authorized to earn and be paid wages under state law, and because they have previously earned and been paid wages and the Settlement is to resolve disputes over their wages, the Parties will ask that the Court approve payment to all Settlement Class Members in the same manner to ensure consistency and fairness.

i. Except for the employer's portion of payroll taxes attributable to the wage portion of the Settlement Awards, the Company shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Agreement. Plaintiff shall indemnify and hold Defendant harmless for any tax liability on payments made to him individually under this Settlement.

a. No later than one hundred sixty (160) calendar days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

b. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable "skip trace" search using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks. If contacted by a Settlement Class member about the Settlement Award after Notice has been sent, the Company shall instruct the member to contact the Settlement Administrator or Class Counsel. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide the Company with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by the Company. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent by the Settlement Administrator in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington pursuant to the Unclaimed Property Act (RCW 63.29 et seq) or in compliance with the Court's Final Judgment. In such event, the Agreement will remain binding upon them. The Company will not receive funds from any uncashed checks.

c. A failure of the Court to approve any material term or aspect of this Agreement shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this Settlement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement by the Court. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, the Parties will attempt to resolve any concerns raised by the Court. However, if the Parties are ultimately unsuccessful in obtaining Court approval, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the Parties shall proceed in all respects as if this Agreement had not been executed; all negotiations, statements, and proceedings related to the Settlement shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Case prior to the Settlement; and neither this Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Case or any other

action for any purpose. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

2. No Effect on Employee Benefits.

This Settlement, and any payments made under this agreement to Settlement Class Members, shall have no effect on the eligibility for or calculation of employee benefits of any Settlement Class Members.

3. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement.

b. This Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel or their successors-in-interest and approved by the Court (if such approval is required by the Court's order).

c. This Agreement constitutes the entire Agreement among these Parties with respect to the Settlement of the Case. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement, including any exhibits hereto.

d. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to enter into this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek the Superior Court's assistance to resolve such disagreement.

e. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice of Settlement will advise all Proposed Class Members of the binding nature of the release, and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

f. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

g. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

h. Plaintiff and the Company believe that this is a fair, reasonable, and adequate settlement, and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, present and potential.

i. This Agreement may be signed in one or more counterparts, including by copies transmitted electronically. Upon a party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Agreement. An electronic signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

j. The Settlement Administrator may create a notice website with information about this Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court. The notice website shall be made available (for review and comments) to Defendant five (5) business days in advance of making it available to the public. Plaintiff's counsel shall consider in good faith any edits, concerns, or suggestions raised by Defendant before the notice website is shared with the public or with the Proposed Class Members.

IT IS SO AGREED.

Signature Page to Follow

**COUNSEL FOR PLAINTIFF
BAILEY O. STEBBINS AND
PROPOSED CLASS COUNSEL**

ENTENTE LAW PLLC

DocuSigned by:
James B. Pizl

ADB1880016054FF...

James B. Pizl, WSBA #28969

Dated: 12/13/2023

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

DocuSigned by:
Bailey O. Stebbins

82DD7563EB7E45F...

Bailey O. Stebbins

Dated: 12/13/2023

**COUNSEL FOR DEFENDANT
BIGHORN FIVE GUYS
ACQUISITIONS, LLC**

LITTLER MENDELSON, P.C.

DocuSigned by:
Breanne Martell

8C047F807990440...

Breanne Martell, WSBA #39632

Dated: 12/13/2023

**BIGHORN FIVE GUYS
ACQUISITIONS, LLC**

DocuSigned by:
Clayton Parrett

241CF64007BB47E...

By **Clayton Parrett, Vice President**

Dated: 12/14/2023