

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs Cherie Burke and Chassidy Fite (“Plaintiffs”), individually and on behalf of the proposed Settlement Class (as defined below), on the one hand, and Defendants Shake Shack Enterprises, LLC and Shake Shack Washington LLC (“Shake Shack” or “Defendants”) on the other, to resolve matters arising out of or relating to the following case: *Cherie Burke et al. v. Shake Shack Enterprises, LLC, et al.*, King County Superior Court No. 24-2-05039-6 KNT (the “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the King County Superior Court (the “Court”). For purposes of this Settlement Agreement, Plaintiffs and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

SETTLEMENT AMOUNT

Pursuant to the terms and conditions set forth herein, Defendants will pay a minimum of \$983,003.25 (the “Minimum Settlement Fund”) and a maximum of \$1,667,250.00 (the “Maximum Settlement Fund”) to resolve and release all claims that were alleged or could have been alleged against Defendants arising out of the facts, allegations, and circumstances alleged in the Action as set forth in further detail hereafter, inclusive of all settlement awards to Settlement Claimants (as defined in Paragraph 11 below), attorneys’ fees and litigation costs, service awards, and settlement administration costs.

BACKGROUND

1. On March 6, 2024, Plaintiff Burke filed a Complaint in the Action entitled “Class Action Compliant for Violations of Washington’s Wage Transparency Law (RCW 49.58.110)” against Defendants in King County Superior Court. The job posting rules contained in RCW 49.58.110 are part of Washington’s Equal Pay Opportunity Act, Chapter 49.58 RCW, whose stated intent is to address “a gap in wages and advancement opportunities among workers in Washington, especially women.” RCW 49.58.005 (1). The Complaint alleged that Defendants “did not disclose the wage scale, salary range, and/or a general description of the benefits and other compensation to be offered in job postings.” It sought remedies set out in RCW 49.58.110(4), namely, “actual damages; statutory damages equal to the actual damages or five thousand dollars, whichever is greater,” in addition to interest, costs, and reasonable attorneys’ fees,” citing RCW 49.58.070(1). On June 13, 2024, Plaintiff Burke filed the operative First Amended Complaint adding Plaintiff Fite as an additional named plaintiff and class representative.

2. Through this settlement, the Parties now wish to resolve the claims Plaintiffs asserted on behalf of themselves and the proposed Settlement Class against Defendants in the Action.

3. On February 20, 2025, the Parties participated in mediation presided over by Cliff Freed, Esq. of Washington Arbitration & Mediation Service, an experienced mediator of wage and hour, discrimination, and pay transparency matters

4. The Parties entered into a Memorandum of Understanding (MOU), executed on or about March 24, 2025. This Settlement Agreement and the MOU set out the Parties’ settlement terms. To the extent there is any conflict with the MOU and this Settlement Agreement, the Settlement Agreement controls.

5. Defendants deny each and all of the claims and contentions alleged by the Plaintiffs, as well as any and all allegations of fault, liability, wrongdoing, or damages whatsoever in the Action. Defendants also maintain that its conduct was proper and that it has meritorious defenses to all of the claims alleged in the Action. By entering into this Settlement Agreement and the settlement described herein, Defendants do not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Action. Neither the settlement itself nor any of the terms of this Agreement shall be construed or deemed to be evidence of, or to constitute, an admission, concession, or finding of any fault, liability, wrongdoing or damage whatsoever on the part of any of the Defendants. The settlement and Settlement Agreement are also based upon the express understanding that Defendants are agreeing to class certification for settlement purposes only, and that nothing in this settlement or Settlement Agreement shall be construed as, or deemed to be, evidence of an admission or concession regarding the propriety of class certification for litigation purposes. This Settlement Agreement and the settlement described herein reflect the Parties' good faith compromise of the claims alleged in the Action by Plaintiffs against Defendants, based upon the Parties' assessments of the mutual risks and costs of further litigation.

6. The Parties believe the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate and was arrived at through arm's-length negotiations, taking into account all relevant factors. All Parties recognize and acknowledge the expense and length of continued proceedings that will be necessary to prosecute and defend the Action through trial and appeals and have taken into account the risks of any litigation, especially complex litigation such as this Action, as well as the difficulties and delays inherent in this type of litigation. In the interest of avoiding the costs and disruption of ongoing litigation, all Parties have determined that it is desirable and beneficial that the Action with respect to the Parties be settled, fully and finally, in the manner and upon the terms and conditions set forth in this Settlement Agreement.

SETTLEMENT TERMS

7. For purposes of this Settlement Agreement, the "Settlement Class" is defined as follows:

Plaintiffs and other individuals who received the Court-approved Notice and who from January 1, 2023 through June 26, 2024 (the "Settlement Class Period"), applied for a job opening in the State of Washington with Defendant, where the job posting did not disclose the wage scale or salary range and/or a general description of benefits or other compensation for the position, except individuals who voluntarily withdrew their application, were automatically disqualified, or were hired.

"Settlement Class Members" refers collectively to all members of the Settlement Class and "Settlement Class Member" refers to an individual member of the Settlement Class. Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 17(b), below.

8. The "Settlement Class Period" is January 1, 2023 through June 26, 2024.

9. Defendants represent there are approximately 1,755 Settlement Class Members in the Settlement Class Period.

10. **Minimum Settlement Fund and Maximum Settlement Fund:** Defendants agree to pay a minimum of **\$983,003.25** (the “Minimum Settlement Fund”) and a maximum of **\$1,667,250.00** (the “Maximum Settlement Fund”) with the specific amount of the payout actually due and owing by Defendants under this Settlement Agreement being based on the number of Settlement Class Members who do not opt out and who submit a valid, timely, and complete Claim Form as described in Paragraph 17(a) below (“Settlement Fund”), for an all-in common fund, non-reversionary class settlement covering all claims brought by Plaintiffs against Defendants in the Action, including, but not limited to, claims for actual damages, statutory damages, minimum statutory damages, all relief available under RCW 49.58.070, all attorneys’ fees and costs, the costs of settlement administration, and the class representative service awards for the Plaintiffs.

11. **Settlement Fund and Net Settlement Fund:** The Settlement Fund is the total payment that Defendants will make under this Settlement Agreement to resolve all of the claims alleged against Defendants in the Action, including all payments of settlement awards to Settlement Claimants, all of Plaintiffs’ attorneys’ fees and costs, Plaintiffs’ service awards, and the Settlement Administrator’s costs and expenses. “Settlement Claimants” means those Settlement Class Members who do not validly and timely exclude themselves from the settlement as described in Paragraph 17(b) below and who submit a timely, valid, and complete Claim Form as described in Paragraph 17(a) below. Specifically, and as detailed below, the Settlement Fund shall be an amount equal to: (a) the total money due under this settlement to make payments of settlement awards to the Settlement Claimants (the “Net Settlement Fund”), calculated pursuant to Paragraph 20(b)); (b) the attorneys’ fees and costs award, as approved by the Court and as described in Paragraph 12; (c) the Plaintiffs’ service awards, as approved by the Court and as described in Paragraph 13; and (d) the settlement administration costs paid to the Settlement Administrator, as approved by the Court and as described in Paragraph 15. The payment of the Settlement Fund by Defendants shall settle and forever resolve all of the claims against Defendants. The settlement awards are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendants of any kind or nature whatsoever. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

12. **Attorneys’ Fees and Costs:** “Plaintiffs’ Counsel” refers to Plaintiffs’ Counsel in the Action, Ackermann & Tilajef, P.C. Plaintiffs’ Counsel may apply to the Court in the Action for, and Defendants will not oppose, an award of attorneys’ fees and litigation costs in the amount of \$491,838.75 (approximately 29.5% of the Maximum Settlement Fund), in connection with their prosecution of the Action, and all of the work remaining to be performed by Plaintiffs’ Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings (if any), carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action with prejudice. Amounts awarded by the Court for attorneys’ fees and costs shall be paid from the Settlement Fund. Plaintiffs’ Counsel also represents that, as of the date they execute this Settlement Agreement, they do not represent any

individual who intends to make a similar claim against Defendants. Plaintiffs' Counsel will be responsible to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the attorneys' fees and litigation costs. Defendants shall have no responsibility or liability for any federal or state taxes owed in connection with the attorneys' fees and costs awarded to Plaintiffs' counsel, and Plaintiffs' counsel agrees to indemnify, defend, and hold Defendants harmless from any claim for unpaid taxes for the attorneys' fees and costs paid to Ackermann & Tilajef, P.C. from any taxing authority.

13. **Service Awards:** Plaintiffs' Counsel may apply on behalf of Plaintiffs to the Court in the Action for, and Defendants will not oppose, a service award for each Plaintiff in the amount of \$7,500 (totaling \$15,000) in consideration for serving as Settlement Class Representatives. The amount awarded by the Court for the service awards shall be paid from the Settlement Fund. As a condition for receiving and retaining the service awards, Plaintiffs shall execute and abide by the Full Release of Claims, which also includes their promise to not apply for future employment with Defendants, attached hereto as Exhibit D. Plaintiffs will not be required to execute the Full Release of Claims until the settlement is considered "Final" after the Effective Date defined in Paragraph 24. The service awards are in addition to the monies which Plaintiffs are entitled along with all other Settlement Claimants if the Settlement is finally approved and the Judgment and dismissal with prejudice of the Action becomes Final. Plaintiffs will receive a Form 1099 for their service awards prepared and sent by the Settlement Administrator, and they will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount. Defendants shall have no responsibility or liability for any federal or state taxes owed in connection with the service awards, and Plaintiffs agree to indemnify and hold Defendants harmless from any claim for unpaid taxes for the service awards paid to them from any taxing authority.

14. **Lesser Award:** In the event that a lesser sum is awarded and approved by the Court for the attorneys' fees and costs referenced above in Paragraph 12, or for the service awards referenced above in Paragraph 13 above, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiffs or Plaintiffs' Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiffs' Counsel's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts are available for distribution to the Settlement Claimants as a result of such appellate review, the additional amounts shall be added to the payments otherwise due to the Settlement Claimants subject to the calculation formulas described herein. Any amount not awarded in attorneys' fees and costs and/or service awards, which is not challenged via appeal by Plaintiffs' Counsel, may be distributed to the Settlement Claimants in accordance with the terms of the Settlement Agreement.

15. **Settlement Administrator's Costs:** The Parties agree, as part of the process of seeking Preliminary Approval from the Court in the Action, to select CPT Group, Inc. (the "Settlement Administrator") as the settlement administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Settlement Class List to be provided by Defendant, so that it is updated prior to the court-approved Settlement Class Notice and Claim Form (further described in paragraph 17) being mailed and emailed, performing necessary additional skip traces

on Notices, Claim Forms, and/or checks returned as undeliverable, maintaining a settlement website, calculating Settlement Claimants' shares of the Net Settlement Fund, preparing and mailing of settlement checks, responding to Settlement Class Member inquiries as appropriate, preparing any appropriate or required tax returns and tax forms in connection with the Settlement Fund and settlement payments, including any required withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator shall: (a) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendants; (b) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (c) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. Subject to Court Approval, all costs for the Settlement Administrator's services will be paid out of the Settlement Fund and shall not exceed \$20,000.

16. Compilation of Settlement Class List: Within 14 days after the Preliminary Approval Order is entered (see Paragraph 22(a) below), Defendants will provide only to the Settlement Administrator the full names and contact information of the Settlement Class Members from its application data, including last known addresses, phone numbers, and email addresses, if known and reasonably accessible in Defendants' records (the "Settlement Class List"). Defendants shall contemporaneously provide Class counsel with the full name of all individuals on the Class List. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the emailing and mailing of the Notice and Claim Form to the Settlement Class Members. All of the data provided by Defendants pursuant to this Settlement Agreement shall be treated as private and confidential, and the Settlement Administrator and Plaintiffs' Counsel shall not use or disclose any such data to any persons or entities except as required to effectuate the terms of this Settlement, as required by law, or as required by Court order.

17. Notice Period and Notice Procedure: Provided the Preliminary Approval Order is entered, within 14 days of its receipt of the Settlement Class List, the Settlement Administrator will send the Settlement Class Members by email and/or by first-class mail, to the extent this information is reasonably accessible in Defendants' records, or such other address as located by the Settlement Administrator, the Court-approved Notice and Claim Form. The proposed form of the Notice, Claim Form, and Supplemental Claim Form attached hereto as Exhibits A, B, and C respectively. The Notice sent to all Settlement Class Members will advise each Settlement Class member of his or her estimated minimum payment amount, and of his or her right if they want to collect anything under the settlement, to submit a Claim Form, request exclusion, or object to the settlement. Settlement Class Members shall have 60 days from the date of mailing to submit a Claim Form, request exclusion, or object ("Notice Period"), unless this period is extended as set out in Paragraph 17(g)(iii). Any Settlement Class Member who submits a Claim Form after 60 days will be considered for a payment at the sole discretion of the Defendants.

- a. **Claim Procedure:** Any Settlement Class Member who does not opt out of the settlement and who wishes to collect a monetary recovery under the settlement must complete the Claim Form and mail it to the Settlement Administrator, postmarked

no later than 60 days from the date of mailing of the Notice (or 30 days from the date of mailing of the Second Notice). The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a Claim Form is timely. For a mailed Claim Form to be considered valid and complete, the Claim Form must include all of the following information: (i) the Settlement Class Member's full name, and at least one of the following: address, telephone number, or e-mail address; (ii) Social Security Number (for tax reporting); (iii) the Settlement Class Member's age if under 18; (iii) the Settlement Class Member's signature and that of their legal guardian if a minor, and (iv) date signed.

- b. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must mail the request for exclusion in writing to the Settlement Administrator, postmarked no later than 60 days from the date of mailing of the Notice (or 30 days from the date of mailing of the Second Notice). The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, "I request to be excluded from the proposed class action settlement in *Burke, et al. v. Shake Shack Enterprises, LLC, et al.* "; and (iv) the signature of the Settlement Class Member and date signed. Any Settlement 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 Settlement Agreement, shall not be entitled to object to the settlement, shall not be entitled to receive any settlement award, and shall not be bound by this Settlement Agreement or the Final Judgment.
- c. **Objection Procedure:** Any Settlement Class Member who does not request exclusion from the settlement and who wishes to object to the settlement must mail the objection in writing to the Court and the Parties' Counsel, postmarked no later than 60 days from the date of mailing of the Notice (or 30 days from the date of mailing of the Second Notice). The date of the postmark on the mailing envelope shall be the exclusive means to determine whether an objection is timely. To be considered valid, an objection must include: (i) the Settlement Class Member's full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reasons why he or she objects to the settlement; (iv) the name and address of his or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; and (vi) the signature of the Settlement Class Member and date signed. If a Settlement Class Member wishes to object to the settlement, he or she must not request exclusion. No Settlement Class Member may be heard at the Final Approval 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 Agreement.

- d. **Effect of Taking No Action:** Except for those Settlement Class Members who exclude themselves in compliance with Paragraph 17(b) above, all Settlement Class Members will be deemed to be members of the Settlement Class in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. 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 Plaintiffs waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.
- e. **Undeliverable Notices:** Any Notices and Claim Forms returned undeliverable shall be traced once by the Settlement Administrator to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice or Claim Form is returned as undeliverable, such person shall be permitted no less than 15 days from any re-mailing of the Notice and Claim Form to submit a Claim Form, request exclusion, or object to the class action settlement.
- f. **Weekly Updates:** After the Notice and Claim Forms are mailed, the Settlement Administrator will provide weekly updates to the Parties' counsel on the status of claims, requests for exclusion, and objections.
- g. **Reminders/Additional Notices.**
 - i. If Settlement Claimants total less than or equal to 10% (i.e., 175) as of the half-way point in the Notice Period, the Settlement Administrator will send a follow up email to the members of the Settlement Class reminding them of the deadline.
 - ii. If the number of Settlement Claimants who do not opt out of the settlement and who submit a Claim Form is less than or equal to 10% (i.e., 175) with 14 calendar days remaining in the Notice Period, the Settlement Administrator will send a further follow up email to the members of the Settlement Class reminding them of the deadline.
 - iii. *Second Mailed Notice.* If the number of Settlement Claimants total less than or equal to 350 Settlement Claimants at the end of the Notice Period, the Court-approved Notice shall again be provided to any nonresponding Settlement Class members via email (if the individual's email address information is known and available) and in hard copy (via U.S. Mail), advising them they have an additional thirty days to submit a Claim Form, request exclusion, or object to the settlement by mail ("Second Notice"). The Notice Period shall be extended only by 30 days should a Second Mailed Notice be sent.

- h. Settlement Class Members who request exclusion from the settlement shall not have a right to object to the settlement or to submit a Claim Form or participate in the settlement in any other way. Plaintiffs have agreed to the Settlement Agreement, and thus cannot exclude themselves or object.
- i. **Administrator Report and Declaration:** No later than 7 days after the end of the notice period, the Settlement Administrator will provide to Plaintiffs' Counsel and Defendants' Counsel: (1) a report identifying Settlement Claimants (by first and last name), requests for exclusion (by first and last name), and objections (identifying the objecting Settlement Class Members by first and last name and providing copies of the objections); and (2) a draft declaration regarding the emailing and mailing, tracking, and processing of the Notices and Claim Forms.

18. **No Solicitation of Exclusions, Objections, or Claims:** The Parties and their counsel will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from, object to, or appeal the settlement. Counsel for the Parties will not discourage or engage in proactive efforts to encourage the filing of claims, other than complying with the Notice procedures set forth in this Agreement and ordered by the Court, and Plaintiffs' Counsel may respond to inquiries they receive from Settlement Class Members as a result of the Notice.

19. **Challenges to Settlement Class List:** To be considered timely, any dispute raised by an alleged, purported member of the Settlement Class about their omission from the Settlement Class List must be submitted to the Settlement Administrator by the alleged, purported member of the Settlement Class within 60 days of the mailing of the Notice. To the extent it is reasonably accessible and available, Defendants will provide the Settlement Administrator and Plaintiffs' Counsel information and/or documentation demonstrating why the alleged, purported member of the Settlement Class was not properly a member of the Settlement Class. Unless the purported member of the Settlement Class can establish that he or she should have been included on the Settlement Class List based on documentary evidence, Defendants' records will control. Plaintiffs' Counsel and Defendants' Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendants and the alleged, purported member of the Settlement Class, and shall be the final arbiter of disputes relating to an alleged, proposed member of the Settlement Class's omission from the Settlement Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering the settlement, subject to final review, determination, and approval by the Court.

20. **Payments to Settlement Claimants:**

- a. **Settlement Claimants:** Settlement Class Members must submit a timely, valid, and complete Claim Form by mail with the required information and signature as described in Paragraph 17(a) to receive a payment ("settlement award"). Settlement Class Members who do not exclude themselves from the settlement and who submit a timely, valid, and complete Claim Form are referred to as "Settlement Claimants." Settlement Claimants are the only Settlement Class Members who will obtain a monetary recovery under the settlement. Plaintiffs will be considered Settlement

Claimants, and do not need to submit a Claim Form because they filed the Complaints asserting their claims and are signing this Settlement Agreement. Settlement Class Members who do not exclude themselves from the settlement and who also choose not to submit a valid Claim Form within the requisite timeframe as described in Paragraph 17(a) are not Settlement Claimants but will still be bound by this settlement, including the release contained in Paragraph 21. Put another way, all Settlement Class Members who do not request exclusion by the applicable deadline to opt out of the settlement will be considered to have accepted the release referenced in Paragraph 21 and to have waived and discharged any and all of the Released Class Claims against Defendants.

- b. **Settlement Awards and Net Settlement Fund:** All Settlement Class Members will be eligible to receive a pro-rata share of either the Net Minimum Settlement Fund or the Net Maximum Settlement Fund (meaning the Minimum or Maximum Settlement Fund less the Court-approved attorneys' fees and costs award, the settlement administration costs, and class representative service awards), to be allocated pro-rata based on the number of Settlement Claimants, up to a maximum of \$5,000 each. The amount of the Net Settlement Fund shall be based on the number of Settlement Claimants. If the number of Settlement Claimants is less than or equal to 40% of the total Settlement Class (i.e., 702 Settlement Claimants), Defendants shall pay only the amount of the Minimum Settlement Fund set forth above (i.e., \$983,003.25) as the Settlement Fund. For each Settlement Claimant above the 40% threshold, the value of the Net Settlement Fund shall increase by \$560.12, but Defendants will not pay more than the Maximum Settlement Fund (i.e., \$1,667,250.00) as the Settlement Fund. No Settlement Class Member (other than Plaintiffs) shall receive more than \$5,000 each.
- c. "Residual Funds" are funds that remain in the Net Minimum Settlement Fund after payment of all approved Settlement Claimants payments (no greater than \$5,000 each), attorneys' fees and costs, plaintiffs' service awards, and settlement administration costs (i.e., the unclaimed amount otherwise available to the Settlement Class Members who did not submit claims to receive payment.) Fifty percent (50%) of any Residual Funds shall be disbursed to the Legal Foundation of Washington and the remaining Fifty percent (50%) shall revert to Defendants.
- d. **Tax Treatment:** Settlement awards will be characterized as 100% non-wages/statutory damages because that is what was asserted in the Action. The Settlement Administrator will prepare and send an IRS Form 1099 for each Settlement Claimant that reflects their settlement award.
- e. **Uncashed Checks:** After 180 days following the date upon which the Settlement Administrator sends payments to Settlement Claimants, any individual settlement award amounts associated with Settlement Claimants' uncashed checks will be disbursed to the Washington Unclaimed Property Fund in the name of the Settlement Claimant who did not cash their check.

- f. **Tax Responsibility:** Plaintiffs, Defendants, and their respective counsel have not made any representations regarding the tax consequences of the settlement awards made under this Agreement. Settlement Claimants will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement awards. Settlement Claimants agree to indemnify, defend, and hold Defendants harmless from any claim for unpaid taxes for the settlement award from any taxing authority.

21. **Released Claims:** The claims released under this Paragraph 21 are referred to as the “Released Claims.”

- a. **Settlement Class Members’ Release:** Upon final approval of this Settlement Agreement by the Court, each Settlement Class Member (other than Plaintiffs) who do not submit a timely request for exclusion in accordance with the procedures set forth in Paragraph 17(b) will be deemed for all purposes to have released, waived, and forever discharged the Released Parties from the claims asserted in the operative Complaints or claims that could have been asserted based on the facts alleged in the operative Complaints (the “Released Class Claims”). The Released Class Claims will include, but not be limited to, any claims based on Defendants’ alleged failure to comply with the job posting/pay transparency requirements of the Washington Equal Pay and Opportunities Act, including, but not limited to, any alleged liabilities arising out of or relating to a failure to include the wage scale or salary range, and a general description of all of the benefits and other compensation to be offered to a hired applicant in any job postings. The Released Class Claims specifically include, but are not limited to, any claims arising out of or relating to a violation of RCW 49.58.110, and any attendant claims for relief under RCW 49.58.070, interest, liquidated damages, exemplary damages, statutory damages, minimum statutory damages, and attorneys’ fees and costs relating to any of the foregoing.
- b. **Plaintiffs’ General Release of All Claims:** As a condition for receiving and retaining the service awards, Plaintiffs shall execute and abide by the Full Release of Claims, in the form attached hereto as Exhibit D. Plaintiffs will not be required to execute the Full Release of Claims until the settlement is considered “Final” after the Effective Date defined in Paragraph 24.
- c. **Released Parties:** The Released Parties are: (i) Defendants and their parents, subsidiaries, affiliates, insurers, insurance policies and benefit plans, (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

22. **Court Approval:** This Settlement Agreement is contingent on approval by the Court under Civil Rule 23(e).

- a. **Preliminary Approval Order:** The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable, Plaintiffs and Plaintiffs' Counsel shall apply to the Court for the entry of a Preliminary Approval Order which would accomplish the following: (a) preliminarily approves the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class for settlement purposes only; (c) appoints Plaintiffs as Settlement Class Representatives and the law firm of Ackermann & Tilajef, P.C. as Settlement Class Counsel for purposes of the settlement only; (d) preliminarily approves the Settlement Administrator selected by the Parties and preliminarily approves payment of the Settlement Administrator's reasonable costs, subject to final review and approval by the Court; (e) preliminarily approves an award of attorneys' fees and costs to Plaintiffs' Counsel, subject to final review and approval by the Court; (f) preliminarily approves a service award to each Plaintiff, subject to final review and approval by the Court; (g) approves, as to form and content, the proposed Notice, Claim Form, and Supplemental Claim Form attached hereto as Exhibits A, B, and C respectively, and directs implementation of the Notice procedure set forth herein; and (h) schedules a final approval hearing (at least 180 days after entry of the Preliminary Approval Order) on the question of whether the settlement, including the payment of attorneys' fees and costs and the service awards, should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 10 days before filing the motion for preliminary approval, Plaintiffs' Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for their review and comments. Defendants' Counsel shall provide Plaintiffs' Counsel a redline draft with any proposed changes by 5 business days before the filing date, which Plaintiffs' Counsel shall consider in good faith and confer with Defendants' Counsel on any areas of disagreement. All proposed orders submitted to the Court must be agreed and approved by all Parties.
- a. **Final Approval Order:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiffs' Counsel will submit an agreed proposed final order and judgment ("Final Approval Order"): (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees and costs to Plaintiffs' Counsel; (c) approving a service award to each Plaintiff; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiffs and Settlement Class Members from initiating or pursuing any Released Class Claims; and (f) dismissing the Action on the merits and with prejudice with respect to Defendants. Not later than 15 days before filing the motion for final approval, Plaintiffs' Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for their review and comments. Defendants' Counsel shall provide Plaintiffs' Counsel a redline draft with any proposed changes by 5 business days before the filing date, which Plaintiffs'

Counsel shall consider in good faith and confer with Defendants' Counsel on any areas of disagreement.

23. **Voidability and Escalator:** Defendants have the option to void this agreement if more than ten percent (10%) of the Settlement Class Members (i.e., 176 or more) opt out. If Defendants choose to exercise this option, they must give notice, in writing, to Plaintiffs' Counsel within 14 days of receiving the Settlement Administrator's signed declaration. In the event that the class contains 5% more Settlement Class Members, as of the hearing on Plaintiffs' Motion for Preliminary Approval, than the 1,755 of which Class Counsel were informed prior to execution of this agreement (i.e., 1,843 or more total Settlement Class Members), then Plaintiffs have the option to void this agreement. If either Party elects to void the Settlement Agreement under this Paragraph 23, then Paragraph 25(a) regarding termination of the Settlement Agreement will apply.

24. **Effective Date:** The Effective Date of the settlement will be the date when both (1) the Settlement has been finally approved by the Court, and (2) the Court's anticipated order approving the Settlement and dismissing Defendants from this Case with prejudice (the "Final Judgment") becomes final. For purposes of this paragraph, the Court's Final Judgment "becomes final" upon the later of either (a) thirty-one (31) days following the 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.

25. **Termination of Settlement:**

- a. **Effect of Termination:** In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendants shall have no obligation to make any payments to the Settlement Class Members, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator; (c) all releases signed in connected with the Settlement Agreement shall have no force or effect; (d) the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; (e) any Preliminary Approval Order, Final Approval Order, or judgment, shall be vacated; (f) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding; and (g) neither this Settlement Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action or proceeding for any purpose.
- b. **Failure of Court Approval:** Failure of the Court to grant preliminary or final approval of the Settlement Agreement in accordance with its terms (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this

Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement (with the exception of the amounts of attorneys' fees, litigation costs, and service award) shall render the entire settlement voidable and unenforceable as to all Parties herein at the option of any party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this Paragraph 23(b) by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.

26. **Funding of the Settlement:** The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1. Within 30 days after the Effective Date defined in Paragraph 24, Defendants shall transfer the amount of the Settlement Fund to the Qualified Settlement Fund ("Funding Date"). Within 14 days of the Funding Date, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement awards from the Net Settlement Fund to all Settlement Claimants; (b) Plaintiffs' Counsel's attorneys' fees and litigation costs; (c) Plaintiffs' service awards; and (d) the Settlement Administrator's costs. The Settlement Administrator shall distribute these funds only as directed by Plaintiffs' Counsel and Defendants' Counsel and as allowed under the Court's Final Approval Order. The timelines in this Paragraph 26 are contingent on the Settlement Administrator timely providing Defendants' counsel with the final Settlement Fund amount, W-9 form for the Qualified Settlement Fund, and payment instructions for Defendants to use within 30 days of Final Approval.

27. **Uncashed Funds:** "Uncashed Funds" are the funds associated with checks sent to Settlement Claimants that remain uncashed after the 180-day check cashing period referenced in Paragraph 20(e), above. The Settlement Administrator shall disburse the Uncashed Funds to the Washington Unclaimed Property Fund in the name of the Settlement Claimant who did not cash their check.

28. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof. 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 Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

29. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, executing such documents and taking such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, and consistent with the terms hereof, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendants and

their counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

30. **Publicity:** Plaintiffs and their counsel agree that they will not publicize the existence or terms of either this Settlement Agreement. Nothing in the prior sentence, however, shall prevent Plaintiffs or their counsel from taking any step necessary to obtain approval of the settlement.

31. **No Prior Assignments:** Plaintiffs and all Settlement Class Members hereby 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.

32. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

33. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

34. **Disputes:** In the event of a dispute between the Parties concerning the documentation, execution, implementation or administration of the Settlement, the Parties agree that such a dispute shall be submitted to Cliff Freed to assist the Parties in resolving it. The Parties shall equally share the costs of the mediator's services.

35. **Enforcement Actions:** The Court shall have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fully carried out. In the event that one or more of the Parties to this Settlement Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement 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.

36. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto or their counsel, and, if modified after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

37. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Action between the Parties, and all prior or

contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement.

38. **Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

39. **Counterparts:** This Settlement Agreement may be executed in counterparts, including by copies transmitted via electronic delivery, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A signature transmitted electronically 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.

40. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

The undersigned Parties and their counsel have duly executed this Settlement Agreement as of the date indicated below:

Dated: 5/8/2025 | 4:50 PM PDT

Individually And On Behalf Of
The Settlement Class

DocuSigned by:

8FA1C794169143C
Plaintiff Cherie Burke

Dated: 5/14/2025 | 7:29 PM PDT

DocuSigned by:

1E630D89CC4347E
Plaintiff Chassidy Fite

Dated: 05/30/2025


By Ronald Palmese
Its: Chief Legal Officer
Defendant Shake Shack Enterprises, LLC

Dated: 05/30/2025



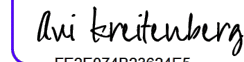
By: Ronald Palmese

Its: Chief Legal Officer

Defendant Shake Shack Washington LLC

Dated: 5/8/2025 | 4:47 PM PDT

Signed by:



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Avi Kreitenberg

Craig J. Ackermann

Brian Denlinger

Ackermann & Tilajef, P.C.

Counsel for Plaintiffs



Dated: 5/30/25

Catharine Morisset

Ryan Jones

Fisher Phillips LLP

Counsel for Defendants