

FIRST AMENDED CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT

SETTLEMENT AGREEMENT AND STIPULATION

This First Amended Class Action and California Private Attorneys General Act (“PAGA”) Settlement Agreement and Stipulation (“Settlement,” “Agreement,” or “Settlement Agreement”) is entered into between Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC (collectively, “Defendants”), and Plaintiffs Myisha White and Da’ja Williams (“Plaintiffs”), individually and on behalf of Settlement Class Members as defined in Paragraph 27 below pursuant to Paragraph 59 of the Class Action and Private Attorneys General Act Settlement Agreement and Stipulation entered into by Plaintiffs and Defendants entered into on or around October 1, 2019.

Pursuant to the Court’s order on October 25, 2019, the Parties hereby agree to supplant the Class Action and Private Attorneys General Act Settlement Agreement and Stipulation entered into by the Parties on or around October 1, 2019 with this First Amended Class Action and Private Attorneys General Act Settlement Agreement and Stipulation.

DEFINITIONS

1. “Administration Costs” means fees or costs of settlement administration services rendered for administration the Settlement.
2. “Class Counsel” means Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyers *for* Justice, PC.
3. “Class” refers to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the Class Period and “Class Member” refers to individual members of the Class.
4. “Class List” means a list (or lists), compiled by Defendants based on their records, containing the following information for each Class Member: full name, last-known mailing address, last-known telephone number, Social Security number, dates of employment by any of Defendants in a hourly-paid or non-exempt position in California during the Class Period, and if available, identification of Defendants’ locations in California at which the Class Member worked during the Class Period.

5. “Class Notice” means the document to be sent via first class U.S. mail to the Class following Preliminary Approval, in substantially the form that is attached hereto as “**EXHIBIT 2**,” which will notify Class Members of the Settlement, explain the basic terms of the Settlement, and inform Class Members of their options with regard to the Settlement.

6. “Class Period” means the period beginning on September 20, 2014 and ending on the earlier of the following: (a) the date of Preliminary Approval or (b) September 28, 2019.

7. “Court” means the Superior Court for the State of California, County of Los Angeles.

8. “Complaints” refers to the Class Action Complaint for Damages filed on September 20, 2018 in the *White* Class Action (Los Angeles County Superior Court, Case No. BC722760), the Complaint for Enforcement Under the Private Attorneys General Act filed on October 29, 2018 in the *Williams* Action (Los Angeles County Superior Court, Case No. 18STCV02755), Complaint for Enforcement Under the Private Attorneys General Act filed on November 21, 2018 in the *White* PAGA Action (Los Angeles County Superior Court, Case No. 18STCV05890), and the contemplated First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* to be filed in the *White* Class Action (Los Angeles County Superior Court, Case No. BC722760).

9. “Defendants” means Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC.

10. “Defendants’ Counsel” mean Nixon Peabody LLP, including without limitation Benjamin J. Kim and Andrea Chavez.

11. “Effective Date” means the date when all of the conditions set forth in Paragraph 55 have occurred.

12. “Final Approval Hearing” means the hearing following Preliminary Approval and distribution of the Class Notice to the Class, at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement, and at which Plaintiffs will request that the Court enter the Final Approval Order and Judgment, approve and award Attorneys’ Fees and Costs, Enhancement Awards, Individual Settlement Payments, Administration Costs, and LWDA Payment, as

defined in this Agreement, and take other appropriate or necessary action as described herein.

13. “Final Approval Hearing Date” means the date of the Final Approval Hearing.

14. “Final Approval Order and Judgment” means the order or orders entered by the Court that, *inter alia*, finally approve(s) this Agreement and the Settlement, disposes of all issues raised in this Action by way of judgment in conformity with California Rules of Court Rule 3.769, and awards and orders the payment of all required amounts pursuant to the terms of this Agreement.

15. “Gross Settlement Amount” means the maximum total payment of Two Million, One Hundred Thousand Dollars (\$2,100,000) payable by Defendants under this Agreement, subject to increase as provided by Paragraph 42.f. The Gross Settlement Amount includes Net Settlement Amount (which is inclusive of Employee Taxes), Attorneys’ Fees and Costs, Enhancement Awards, Administration Costs, and LWDA Payment, as defined in this Agreement. Employer-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

16. “Individual Settlement Share(s)” means a Class Member’s *pro rata* share of the Net Settlement Amount, which is to be determined in conformity with Paragraph 42.e, which is inclusive of the employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares (“Employee Taxes”). The net payment of Individual Settlement Shares, after reduction for Employee Taxes is referred to as “Individual Settlement Payment(s).”

17. “Lawsuits” means, collectively: the putative wage-and-hour class action filed in the Superior Court for the State of California, County of Los Angeles, entitled *Myisha White v. Halal or Nothing Group 7, LLC*, Case No. BC722760 (the “White Class Action” or “Action”); the putative representative action entitled *Da’ja Williams v. Halal or Nothing Group 5, LLC*, Case No. 18STCV02755 (the “Williams Action”); and the putative representative action entitled *Myisha White v. Halal of Nothing Group 7, LLC*, Case No. 18STCV05890 (the “White PAGA Action”).

18. “Named Plaintiffs,” “Plaintiffs,” or “Class Representatives” means Myisha White and Da’ja Williams.

19. “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which will be the Gross Settlement Amount less the amounts awarded for Attorneys’ Fees and Costs, Enhancement Awards, LWDA Payment, and

Administration Costs, as defined in this Agreement. The Net Settlement Amount is inclusive of Employee Taxes.

20. “Notice Plan” means the plan for the provision of notice to all Class Members under this Agreement.

21. “Parties” means Named Plaintiffs, individually and on behalf of all Settlement Class Members as defined in Paragraph 27 below, and Defendants, who are individually referred to as “Party.”

22. “Preliminary Approval” means the Court’s order granting preliminary approval of the terms and conditions of the Agreement following the submission of the motion set forth in Paragraph 52, below.

23. “Preliminary Approval Order” means the order to be entered by the Court that preliminarily approves the terms and conditions of this Agreement, including the content of notice and Notice Plan, and sets a Final Approval Hearing.

24. “Released Claims” means any and all claims or causes of action for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, penalties, injunctive or declaratory relief, chargebacks, liquidated damages, or similar relief, which Named Plaintiffs or any Settlement Class Members have had or now have against the Released Parties, or any of them, for any acts occurring during the Class Period, that are alleged in the Complaint, alleged in the PAGA Notices, and/or could have been alleged based on the factual allegations set forth in the Complaint, whether under state law or common law, including without limitation violations of the California Labor Code, the California Wage Orders, applicable regulations, the California Business and Professions Code section 17200, *et seq.*, and the California Private Attorneys General Act of 2004, including, without limitation, any claims for the following: failure to properly pay overtime wages, failure to properly pay minimum wages, failure to pay reporting time pay, failure to compensate for “off the clock” work, failure to provide compliant meal periods and/or associated premium pay, failure to provide compliant rest periods and/or associated premium pay, unlawful reduction of wages, deductions for meal periods, deductions for work boots and/or other uniforms, supplies, or equipment, failure to provide a day of rest, failure to reimburse business expenses, failure to maintain compliant payroll records, failure to provide compliant wage statements, and failure to reimburse business expenses.

///

25. “Released Parties” means Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC, and their parents, franchisors, members, subsidiaries, successors, affiliates, and assignees, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, owners, officers, agents, insurers, attorneys, servants, and employees, successors, and assigns, past and present, and each of them.

26. “Settlement Administrator” means Phoenix Settlement Administrators, the neutral third-party administrator mutually agreed upon by the Parties, subject to approval by the Court.

27. “Settlement Class” or “Settlement Class Members” means Class Members who have not submitted a timely and valid Request for Exclusion pursuant to Paragraph 48.

28. “Workweek” means weeks, or fraction thereof, which a Class Member worked for any of Defendants in California in an hourly-paid or non-exempt position during the Class Period. The Settlement Administrator shall calculate Workweeks by determining the total number of days between the Class Member’s start and end dates of employment by any of Defendants, collectively, in California in an hourly-paid or non-exempt position during the Class Period, excluding days that the Class Member was on a leave of absence, dividing the total number of days by seven, and rounding up to the nearest whole number. If a Class Member has worked for multiple locations operated by Defendants in California during the Class Period, there may be multiple employment identification numbers associated with such a Class Member within Defendants’ payroll records; Defendants and Settlement Administrator will work together and take steps to ensure that the data within the Class List is sorted and that Workweeks are properly credited to Class Members such that they only receive credit in the amount of one (1) Workweek per week that they worked for any of Defendants, collectively.

RECITALS

29. On August 22, 2018, Da’ja Williams provided written notice to the LWDA giving notice of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees.

30. On September 17, 2018, Myisha White provided written notice to the LWDA giving notice of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees.

31. On September 20, 2018, Plaintiff Myisha White filed the Class Action Complaint for Damages against Defendant Halal or Nothing Group 7, LLC in Los Angeles County Superior Court, Case No. BC722760, thereby commencing the *White* Class Action. On November 5, 2018, Defendant Halal or Nothing Group 7, LLC filed its Answer to Plaintiff White's Class Action Complaint in the *White* Class Action, which generally denied the allegations in the complaint. On April 4, 2019, Plaintiff White filed an amendment to her complaint identifying Doe Defendant 1 as The Halal Guys.

32. On October 29, 2018, Plaintiff Da'ja Williams filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendant Halal or Nothing Group 5, LLC in Los Angeles County Superior Court, Case No. 18STCV02755, thereby commencing the *Williams* Action. On January 30, 2019, Defendant Halal or Nothing Group 5, LLC filed its Answer to Plaintiff Williams' complaint. On April 3, 2019, Plaintiff Williams filed an amendment to her complaint identifying Doe Defendant 1 as The Halal Guys.

33. On November 21, 2018, Plaintiff Myisha White filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendant Halal or Nothing Group 7, LLC in Los Angeles County Superior Court, Case No. 18STCV05890, thereby commencing the *White* PAGA Action. On January 30, 2019, Defendant Halal or Nothing Group 7, LLC filed its Answer to Plaintiff White's complaint. On April 3, 2019, Plaintiff White filed an amendment to her complaint identifying Doe Defendant 1 as The Halal Guys.

34. Parties stipulate to Plaintiffs seeking and being granted leave to file the contemplated First Amended Class Action Complaint for Damages & Enforcement Under Private Attorney General Act ("Consolidated Amended Complaint") in the *White* Class Action, in substantially the form attached hereto as "**EXHIBIT 1**," which, *inter alia*, consolidates the named plaintiffs and their causes of action and allegations, and added additional defendants. Parties will execute and submit a stipulation regarding the filing of the Consolidated Amended Complaint with the Court and/or leave to file the Consolidated Amended Complaint will be sought by way of the motion for preliminary, whichever facilitates obtaining preliminary approval the soonest.

35. Class Counsel extensively investigated the facts relating to the Lawsuits. In preparation for the mediation, the Parties engaged in substantial pre-mediation discovery, sufficient to allow the Parties to evaluate the cases, including the exchange of a large volume of documents and data.

36. On May 16, 2019, Defendants and Class Counsel, on behalf of Named Plaintiffs and the Class, attended a full-day mediation with arms-length negotiations using a neutral third-party mediator, Lynn S. Frank, Esq., in an attempt to resolve the Lawsuits. With the aid of the mediator, the Parties reached a resolution of the Lawsuits.

37. Defendants' financial condition has been discussed throughout the Parties' settlement discussions, and Defendants provided Class Counsel with extensive financial records for a period of over three years pursuant to a protective order (the "Financial Records"). Defendants' financial condition is part of the basis for the amount and nature of this Agreement. Class Counsel shall make every effort to avoid publicly filing the Financial Records and will rely upon an expert declaration and/or a summary of their observations regarding Defendants' financial condition. Class Counsel agrees to provide a draft of the expert declaration and/or summary to Defendants' Counsel, and to the extent there is any disagreement regarding the content of such declaration and/or summary, Class Counsel shall meet and confer in good faith with Defendants' Counsel prior to filing any such document with the Court. To the extent Class Counsel wishes to disclose the Financial Records, or portions thereof, that Class Counsel relied on in reaching the Settlement, Class Counsel shall meet and confer in good faith with Defendants' Counsel as to how best to present that information, including the possibility of submitting such documents for *in camera* review.

38. Named Plaintiffs and Class Counsel are of the opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known fact and circumstances, including the risk of significant delay, defenses asserted to the merits, class certification, and representative adjudication, the numerous potential appellate issues, and Defendants' financial condition. While Defendants specifically deny any liability in the Action, Defendants have agreed to enter into this Settlement to avoid the cost and business disruption associated with defending the Lawsuits.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the Recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration

and undertakings set herein, the Named Plaintiffs, individually and on behalf of the Settlement Class Members, on the one hand, and Defendants, on the other hand, agree that the Lawsuits shall be, and is finally and fully compromised and settled on the following terms and conditions, subject to Court approval:

39. Non-Admission of Liability. The Parties enter into this Agreement to resolve the Lawsuits and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful or wrongful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any liability or wrongdoing whatsoever, including such violation(s) or failure(s) to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a noncompliance with, federal, state, local or other applicable law or any wrongdoing whatsoever. In addition, as set forth in herein, the Parties intend this Settlement to be contingent upon the Preliminary Approval and Final Approval of this Agreement; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed in the event the Settlement is not fully and finally approved as set forth herein.

40. Release of Claims by Settlement Class Members.

a. As of the Effective Date, Named Plaintiffs and all Settlement Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released Claims. As of the Response Deadline and until the deadline for Defendants to fully fund the Settlement in accordance with the terms of this agreement, all Settlement Class Members will be enjoined from pursuing the Released Claims against the Released Parties, including with the Labor Commissioner or any other federal, state or local agency authorized to enforce any of the Released Claims.

b. The Parties agree for settlement purposes only that, because the Settlement Class Members are so numerous, it is impossible or impracticable to have each Settlement Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release with respect to Settlement Class Members, and such notice shall have the same force and effect as if the Agreement were executed by each Settlement Class Member.

c. Named Plaintiffs 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.

41. General Release by Named Plaintiffs. In consideration of the mutual covenants and promises set forth herein, as of the Effective Date, Named Plaintiffs fully release and discharge, to the fullest extent permitted by law, Defendants and the other Released Parties from any and all claims that Named Plaintiffs now have or claims to have, or which Named Plaintiffs at any time heretofore had or claimed to have, or which Named Plaintiffs at any time hereafter may have or claim to have, known or unknown, arising out of or related to any act, omission, event, fact, or other thing that existed or occurred on or before the Final Approval Hearing Date. Without limiting the generality of the foregoing, and in addition to the foregoing, Named Plaintiffs specifically and expressly release to the maximum extent permitted by law any claims against Defendants and the Released Parties, occurring prior to Preliminary Approval, arising out of or related to violations of any federal or state employment discrimination laws, including the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the federal Family and Medical Leave Act; the California Family Rights Act; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as claims arising out of or related to violations of the provisions of the California Labor Code; the California Government Code; California Wage Orders, the California Business & Professions Code, including California Business & Professions Code Section 17200 *et seq.*; PAGA; state and federal wage and hour laws; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery; false imprisonment; wrongful termination; and any other state or federal law, rule, or regulation. Named Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the

California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

42. Payments under the Settlement. In consideration of the mutual covenants and promises set forth herein, Defendants agree to make a total payment under this Agreement in an amount up to but not to exceed the Gross Settlement Amount of \$2,100,000. In no event shall Defendants be required to pay any amount above the Gross Settlement Amount under this Settlement and this Agreement, except that Defendants shall pay Employer Taxes separate and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to increase only as provided in Paragraph 42.f. The Parties agree that the Gross Settlement Amount will be paid by Defendants on a non-reversionary basis and no portion of the Gross Settlement Amount will revert to Defendants, unless the Settlement does not become final as provided for in Paragraph 56. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. Named Plaintiffs will apply to the Court for an award of attorneys' fees of no more than Thirty Five Percent (35%) of the Gross Settlement Amount (i.e., no more than Seven Hundred Thirty-Five Thousand Dollars (\$735,000)) to Class Counsel ("Attorneys' Fees") and for an award of reimbursement of litigation costs and expenses of up to Thirty-Five Thousand Dollars (\$35,000) to Class Counsel ("Attorneys' Costs"). The Attorneys' Fees and Attorneys' Costs (together, "Attorneys' Fees and Costs") are included in, and will be paid from, the Gross Settlement Amount. Defendants will not oppose such application.

b. Named Plaintiffs will also apply to the Court for payment to the Settlement Administrator for the costs of notice and settlement administration not to exceed Fifteen Thousand Dollars (\$15,000) (i.e., Administration Costs). The Administration Costs are included in, and will be paid from, the Gross Settlement Amount. Defendants will not oppose such application.

c. Named Plaintiffs will apply to the Court for payment to each of them in the amount of Seven Thousand Five Hundred Dollars (\$7,500), totaling \$15,000 (i.e., Enhancement Payments), for

their services and responsibilities in the Lawsuits. The Enhancement Awards are included in, and will be paid from, the Gross Settlement Amount. Defendants will not oppose such application.

d. The amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) is allocated towards penalties pursuant to California Labor Code Section 2698, *et seq.* (“PAGA Payment”), of which the LWDA will be paid in the amount of Ninety-Three Thousand Seven Hundred Fifty Dollars (\$93,750) (“LWDA Payment”) and the amount of Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250) will remain a part of the Net Settlement Amount for distribution to Settlement Class Members. The PAGA Payment will be included in, and will be paid from, the Gross Settlement Amount.

e. The Net Settlement Amount will be the amount that is available for distribution to Settlement Class Members on a *pro rata* basis, based on Workweeks. The Settlement Administrator will determine each Settlement Class Member’s individual Workweeks. The sum of all Settlement Class Members’ individual Workweeks will be the “Total Workweeks.” The Net Settlement Amount will be divided by the Total Workweeks to yield the “Workweek Value.” Each Settlement Class Member’s Individual Settlement Share will be determined by multiplying his or her individual Workweeks by the Workweek Value.

f. Parties contemplate that the Workweeks during the period September 20, 2014 to May 16, 2019 totaled 33,000 Workweeks. If the total number of Workweeks during the Class Period are determined to be in excess of 36,300 Workweeks, the Gross Settlement Amount will be increased on a *pro rata* basis for each Workweek above 36,300 Workweeks.

43. No Credit Toward Benefit Plans. Payments made to Plaintiffs and Settlement Class Members under this Agreement under the Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which they may be eligible, including, but not limited to, under profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs and/or any Settlement Class Member may be entitled under any benefit plans.

44. Taxation of Settlement Proceeds.

a. The Parties agree that twenty percent (20%) of each Individual Settlement Share will be considered taxable wages and will be reported as such to each Settlement Class Member on a W-

2 Form. The Parties agree that eighty percent (80%) of each Individual Settlement Share will be considered interest and penalties, and will be reported as such to each Settlement Class Member on an IRS Form 1099 (if required).

b. The Settlement Administrator shall calculate and remit to applicable taxing authorities sufficient amounts for the Employee Taxes from the Gross Settlement Amount and for Employer Taxes from Defendants separately and in addition to the Gross Settlement Amount. It is agreed that if the Settlement Administrator deems it necessary in order to comply with applicable tax requirement, it will withhold and remit said Employee Taxes from the Gross Settlement Amount. Any funds returned by taxing authorities due to cancellation of any Individual Settlement Payment checks will be transmitted in accordance with Paragraph 50.c.

c. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member consistent with the foregoing breakdown.

d. All Parties represent that they have not received, and shall not rely on, advice or representations from Class Counsel or Defendants' Counsel regarding the tax treatment of payments under federal, state, or local law, and that no representations have been made to them regarding the taxability of any payments under the Settlement.

e. Class Counsel will be issued an IRS Form 1099 for Attorneys' Fees and Costs awarded by the Court. Except as provided herein, each of the Parties shall bear his, her, their, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Named Plaintiffs have confirmed that, other than Class Counsel, they have no other attorney representing them in the Lawsuits or having any claims to any attorneys' fees or costs in the Lawsuits or under this Agreement.

f. Named Plaintiffs will be issued an IRS Form 1099 for the Enhancement Awards. The Enhancement Awards payable to Named Plaintiffs shall be in addition to the Individual Settlement Payments they are contemplated to receive under the Settlement.

45. Notice Procedure.

a. The Parties shall use Phoenix Settlement Administrators as the Settlement Administrator to distribute the Class Notice, distribute payments under the Settlement, handle tax reporting, and field questions with a telephonic hotline.

b. Defendants will provide the Settlement Administrator with the Class List within fifteen (15) calendar days following the date of Preliminary Approval. Each Class Member's total Workweeks will be calculated by the Settlement Administrator, based on the data set forth in the Class List. The Class List will be provided solely for the purposes of Settlement and will be treated as strictly confidential by the Settlement Administrator; the Class List will not be disclosed by the Settlement Administrator to Class Counsel and/or any non-Party, except as may be required to applicable tax authorities, pursuant to the express written consent of Defendants, by order of the Court, or as may be necessary to carry out its duties under the Settlement.

c. The Settlement Administrator shall be responsible for:

- i. Mailing the Class Notice to the Class Members as directed by the Court;
- ii. Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of Individual Settlement Shares and Individual Settlement Payments;
- iii. Receiving and processing Workweek Disputes and rejecting timely or improper Workweeks Disputes;
- iv. Keeping track of Requests for Exclusion, and rejecting timely or improper Requests for Exclusion;
- v. Keeping track of Objections that it receives;
- vi. Calculation and distribution of payments (including without limitation Employee Taxes and Employer Taxes) in accordance with this Agreement and the Court's orders;
- vii. Providing weekly status reports to counsel for the Parties, including: (a) the number of Class Notices mailed; (b) the number of Workweek Disputes received; (c) the number of Objections received; and (d) the number of Requests for Exclusion received;
- viii. No later than twenty-one (21) business days before the Final Approval Hearing, preparing and providing to Class Counsel and Defendants' Counsel, for filing with the Court in support of Plaintiffs' motion for final approval of the Settlement, a declaration of due diligence setting forth its compliance with its obligations under this Agreement;

ix. Notifying Defendants' Counsel, within two (2) business days after the Effective Date, of the wiring instructions to fund the Gross Settlement Amount, which must be paid by Defendants pursuant to the deadlines as set forth in Paragraph 50.a;

x. Distributing payments due under the Settlement and performing a skip-trace search for any updated addresses of any Settlement Class Member whose payment is returned as undeliverable;

xi. Issuing a W-2 Form to each Settlement Class Member for the wage portion of each Individual Settlement Share, a 1099 Form (if required) to each Settlement Class Member for the non-wage portion of each Individual Settlement Share, a 1099 Form to Named Plaintiffs for the Enhancement Awards, a 1099 Form to Class Counsel for the Attorneys' Fees and Costs award, and a 1099 Form to the Settlement Administrator for all Administration Costs;

xii. Establishing a duly protected (for any privacy interests) but public website for Settlement Class Members to update their mailing addresses with the Settlement Administrator through the pendency of these proceedings; and

xiii. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

d. Within twenty-one (21) calendar days after Preliminary Approval, the Settlement Administrator shall mail the Class Notice to all persons shown by Defendants' records to be Class Members, as reflected in the Class List, via first class U.S. mail, using the most current mailing address available after a National Change of Address search. The Class Notice shall state an estimate of each Class Member's respective Individual Settlement Share and the number of Workweeks credited to him or her.

e. Any Class Notice returned to the Settlement Administrator as undelivered within thirty (30) calendar days of initial mailing and bearing a forwarding address shall be re-mailed by the Settlement Administrator within three (3) business days following receipt of the returned mail. For any such Class Notice returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall first conduct a National Change of Address search as required for undeliverable notices, followed by a computer/SSN and "skip trace" search to obtain an updated address, and shall promptly re-mail the Class Notice to any newly-found address or addresses. The Settlement Administrator

shall also re-mail by first class U.S. mail any such Class Notice returned by the Post Office with a forwarding address. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within five (5) calendar days after re-mailing, actually received the Class Notice.

f. Class Counsel shall provide the Court with a declaration from the Settlement Administrator confirming that the Class Notice and related forms were mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel with the input of Defendants deems appropriate to provide to the Court at or before the Final Approval Hearing.

46. Class Members are not required to submit a claim form to receive an Individual Settlement Payment. The Class Notice will state that Class Members who wish to receive Individual Settlement Payments need not do anything except, they must not submit a valid and timely Request for Exclusion and they must keep the Settlement Administrator apprised of a current mailing address in order to receive an Individual Settlement Payment check following the Effective Date of the Settlement.

47. Submission of Workweek Disputes.

a. The Class Notice will provide that Class Members who wish to dispute the Workweeks set forth on the Class Notice must timely submit to the Settlement Administrator a fully completed and signed written dispute (“Workweek Dispute”) no later than sixty (60) calendar days from the date the Class Notice is originally mailed by the Settlement Administrator, or in the instance of a re-mailed Class Notice, seventy-five (75) calendar days from the date the Class Notice is originally mailed (“Response Deadline”). Workweek Disputes not postmarked or confirmed received by the Settlement Administrator on or before the Response Deadline will be considered late and may be summarily rejected by the Settlement Administrator, in consultation with Class Counsel and Defendants’ Counsel.

b. A Workweek Dispute must: (1) be signed by the Class Member; (2) contain the case name and number of the *White* Class Action; (3) contain the Class Member’s full name, telephone number, and mailing address; (4) clearly state that the number of Workweeks attributed to the Class Member in the Class Notice is incorrect and clearly state the number of Workweeks that the Class Member contends is correct; (5) provide facts and/or documents supporting the number of Workweeks the Class Member contends is correct.

c. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement and in conformity with Paragraph 42.e *infra*. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

48. Opt Out Procedure.

a. Class Members will have until the Response Deadline to mail by first class U.S. mail, with proof of date of submission to be the postmark date, a written request to opt out of the Settlement ("Request for Exclusion"). Unless a Class Member submits a timely and valid Request for Exclusion, he/she shall be bound by the terms and conditions of this Agreement, including the release of claims as set forth herein.

b. A Request for Exclusion, in order to be deemed valid, must: (1) be signed by the Class Member; (2) contain the case name and number of the *White* Class Action; (3) contain the Class Member's full name, last four digits of the person's Social Security Number, telephone number, and mailing address; and (4) clearly state that the Class Member wants to opt out of the Settlement.

c. Upon receipt of any timely Request for Exclusion, the Settlement Administrator shall review the request to verify the information contained therein and confirm that the request complies with the requirements of this Agreement.

d. Any Class Member who fails to submit via first class U.S. mail a timely, complete, and valid Request for Exclusion shall be barred from opting out of this Agreement or the Settlement. The Settlement Administrator shall not review or consider any Request for Exclusion postmarked after the Response Deadline. Under no circumstances shall the Settlement Administrator have the authority to extend the Response Deadline for Class Members to file a Request for Exclusion, except as ordered by the Court or mutually agreed by the Parties.

e. If five percent (5%) or more of the Class Members submit a timely and valid Request for Exclusion, Defendants shall have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar days after the Response Deadline. Defendants shall provide written notice of such withdrawal to Class Counsel. In the event that Defendants elect to withdraw as set forth in

this provision, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement and the Agreement shall become null and void and have no further force or effect. If Defendants choose to terminate this Agreement under this provision, they shall be responsible to pay the Administration Costs incurred by the Settlement Administrator.

49. Objections to Settlement.

a. Any Settlement Class Member (i.e., any Class Member who has not submitted a timely and valid Request for Exclusion) may object to the Settlement by mailing a written objection to the Settlement Administrator (“Objection”) that is timely and complete. To be timely, Objections must be mailed to the Settlement Administrator, postmarked on or before the Response Deadline.

b. To be complete, an Objection must: (1) be signed by the Class Member (2) contain the case name and number of the *White* Class Action; (3) contain the Class Member’s full name, telephone number, and mailing address; (4) clearly state the factual and legal basis for objecting to the Settlement; (5) indicate whether the Class Member is represented by counsel and identify said counsel; and (6) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing.

50. The Settlement Administrator will provide the Parties’ counsel with any objections received and also attach the objections as exhibits to its declaration regarding due diligence that will be filed with the Court in advance of the Final Approval Hearing. Settlement Proceeds Distribution Deadlines.

a. Defendants shall fund the Gross Settlement Amount in accordance with the following schedule, however, at Defendants’ discretion payments may be made earlier but not later than provided for herein:

i. At least eight hundred thousand dollars (\$800,000) of the Gross Settlement Amount will be due and payable by Defendants to the Settlement Administrator no later than ten (10) calendar days after Preliminary Approval (the “First Installment”).

ii. At least one hundred thousand dollars (\$100,000) of the Gross Settlement Amount will be due and payable by Defendants to the Settlement Administrator no later than thirty (30) calendar days after Final Approval (the “Second Installment”).

iii. At least one-half (1/2) of the remaining amount of the Gross Settlement Amount will be due and payable by Defendants to the Settlement Administrator no later than twelve (12) months after the date of the Second Installment (the “Third Installment”).

iv. The remaining amount of the Gross Settlement Amount will be due and payable by Defendants to the Settlement Administrator no later than twelve (12) months after the date of the Third Installment (the “Fourth Installment”).

v. Settlement funds shall be kept in an interest-bearing Settlement account to be distributed to the Settlement Class Members upon the Gross Settlement Amount being fully funded by Defendants. To the extent that any interest accrues on the funds deposited in the Settlement account prior to distribution, this amount shall be part of the Net Settlement Amount and be distributed on a *pro rata* basis to the Settlement Class Members.

b. The Settlement Administrator shall distribute payments in accordance with this Agreement and the Court’s orders, as follows:

i. No later than seven (7) calendar days after Defendants fund the Fourth Installment, the following payments will be distributed: (i) full payment of the Enhancement Awards to Plaintiffs; (ii) full payment of the LWDA Payment to the Labor Workforce Development Agency; and (iii) full payment of each Settlement Class Member’s Individual Settlement Share to each Settlement Class Member and appropriate taxing authorities.

ii. No later than fourteen (14) calendar days after Defendants fund the Fourth Installment, the following payments will be distributed: (i) full payment of Attorneys’ Fees and Costs to Class Counsel; and (iv) full payment of Administration Costs to Settlement Administrator.

c. Each Individual Settlement Payment check will be valid for a period of one hundred and eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) will be cancelled. If a Settlement Class Member fails to cash or deposit his or her check that is issued to him or her within the 180-day period, then, that check shall be cancelled and the funds associated with such cancelled checks will be transmitted to Legal Aid at Work in conformity with the requirements of California Code of Civil Procedure section 384. In any Individual Settlement Payment check is returned to the Settlement Administrator as undeliverable within the 180-day period, the Settlement Administrator will perform a skip-trace search for an updated address the Settlement Class Member whose payment is

returned as undeliverable and promptly re-mail the Individual Settlement Payment check. Pursuant to Code of Civil Procedure section 384, the Court shall set a deadline for Plaintiffs to report to the Court the total amount that was actually paid to Settlement Class Members. After this report is received, the Court shall amend the judgment and to direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any interest that has accrued on those funds, to the Legal Aid at Work.

d. The remittance of all Court ordered and approved payments, under this Agreement, to the Settlement Administrator shall constitute the full and complete discharge of the entire obligation of Defendants under this Agreement.

e. The Parties agree that the Gross Settlement Amount will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 14.68B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the “Administrator” of the qualified settlement funds for purposes of Section 14.6B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid by the Settlement Administrator from the Gross Settlement Amount such that these costs will be subtracted when calculating the Net Settlement Amount.

f. No person shall have any claim against the Settlement Administrator, Defendants, Class Counsel, Defendants’ Counsel, or any other agent designated by Named Plaintiffs or Defendants based upon the distribution of payments made in accordance with this Agreement or further orders of the Court.

g. The Settlement Administrator shall not distribute any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the Effective Date, and until all appeals or other collateral attack have been lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible.

h. With respect to the Attorneys’ Fees and Costs to Class Counsel, Settlement Administrator may, at the request of Class Counsel, purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for the Attorneys’ Fees and Costs.

51. Binding Effect of Agreement on Settlement Class Members. Subject to Final Approval, all Settlement Class Members shall be bound by this Agreement, the contemplated Final Approval Order and Judgment, the release of Released Claims, and shall be enjoined from pursuing, or seeking to reopen, Released Claims against the Released Parties.

52. Provisional Approval of Settlement. After execution of this Agreement, Named Plaintiffs shall file a motion in the Action requesting Preliminary Approval of the Settlement. Defendants shall not oppose the motion for preliminary approval of the Settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendants with a reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the Settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants disagree with or wish to clarify any of the factual statements included by Named Plaintiffs in the motion and supporting papers. By way of the motion, the Court will be requested to enter a Preliminary Approval Order that:

- a. Preliminarily approves this Agreement;
- b. Conditionally certifies the Class, for purposes of settlement;
- c. Preliminarily appoints Named Plaintiffs as representatives of the Class for settlement purposes;
- d. Preliminarily appoints Class Counsel as counsel for the Class for settlement purposes;
- e. Approves and appoints the Settlement Administrator to administer the Settlement administration procedures required by this Agreement;
- f. Approves the form of the Class Notice and requires that it be sent to Class Members by first class U.S. mail;
- g. Approves the Notice Plan;
- h. Schedules the Final Approval Hearing; and
- i. Approves the procedure and deadlines (including the Response Deadline) for Class Members to submit Requests for Exclusion, Objections, and Workweek Disputes.

53. Non-Interference with Settlement Administration. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion or Objections to the Settlement or to appeal from the Final Approval Order and Judgment.

54. Final Approval Order and Judgment. Named Plaintiffs will request, and Defendants will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment drafted by Plaintiffs in the form that is consistent with this Agreement and subject to prior review and approval by Defendants. Named Plaintiffs will request that the Final Approval Order and Judgment find that this Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the Class, enter judgment in the Action in accordance with California Rules of Court Rule 3.769, and require the Parties to carry out the provisions of this Agreement.

55. Effective Date of Agreement. The Agreement shall be conditioned upon, and effective when all of the following have occurred (such date is referred to as the “Effective Date”):

a. This Agreement has been signed by the Parties, Class Counsel, Defendants, and Defendants’ Counsel;

b. The Court has entered the Preliminary Approval Order as provided herein;

c. The Court-approved Class Notice has been mailed to the Class Members as ordered by the Court in this Action;

d. The Court has entered and filed a Final Approval Order and Judgment as provided herein;

e. The deadlines for appeals or other collateral attack with respect to the Final Approval Order and Judgment have lapsed without any such appeal or attack, or, any and all appeals or other collateral attack with respect to the Final Approval Order and Judgment have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible. No amounts will be owed or payable until all such appeals or other collateral attack have been lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible; and

f. The Gross Settlement Amount has been fully funded by Defendants and Defendants have remitted the First Installment Payment, Second Installment Payment, Third Installment, and Fourth Installment Payment to the Settlement Administrator.

///

56. Voiding of Agreement if Settlement Not Finalized Or for Failure to Satisfy Conditions.

a. The Court may award less to Named Plaintiffs, Class Counsel, Settlement Administrator, and/or the LWDA than is provided for herein, without impacting the validity and enforceability of the Agreement.

b. If for any reason the Settlement set forth in this Agreement does not become final:

i. The Settlement shall be null and void and the orders and judgment to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never entered into this Agreement.

ii. The Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto and Class Members, whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the litigation and/or Action or otherwise.

iii. The Settlement Administrator will transfer any payments Defendants has already made under the Settlement as part of the Gross Settlement Amount back to Defendant.

iv. Defendants will not have waived, and instead expressly reserve, their rights to challenge the continuing propriety of class certification or representative adjudication for any purpose.

v. Named Plaintiffs and Class Counsel will not have waived, and instead expressly reserves, their rights to move for collective and/or class certification.

vi. To the extent one exists, the Preliminary Approval Order shall be vacated in its entirety and neither this Agreement, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied upon, referred to, or used in any way for any purpose in connection with any further proceedings in this or any related action, including class certification proceedings.

57. Confidentiality and Non-Disparagement.

a. The Parties and their counsel will not initiate nor respond to public relations or media inquiries about the Settlement except as required by the settlement approval process.

b. Class Counsel agrees that it will not publicize in any way, including without limitation on any website or social media, this Settlement by identifying Defendants by their name.

c. Named Plaintiffs agree that they shall not make any disparaging remarks about Defendants or any of the Released Parties.

58. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by first class U.S. mail to the attorneys listed in the caption above and the Settlement Administrator.

59. Modification in Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

60. Ongoing Cooperation. Named Plaintiffs and Defendants and each respective counsel shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The executing of documents must take place prior to the Final Approval Hearing.

61. Binding on Successors. This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

62. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Parties with respect to the settlement of the Lawsuits and Released Claims. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Lawsuits and Released Claims. Except as to those set forth and included expressly in this Agreement, there are no other agreements, covenants, promises, representations, or arrangements between the Parties with respect to the settlement of the Lawsuits and Released Claims.

63. Execution in Counterparts. This Agreement may be signed in one or more counterparts and electronic signatures are acceptable. All executed copies of this Agreement, and photocopies thereof (including facsimile copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

64. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

65. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the state of California, without regard to conflict of law rules.

66. Reservation of Jurisdiction. Notwithstanding entry and filing of the Final Approval Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

67. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

68. Warranties and Representations. With respect to themselves, each of the Parties to this Agreement and/or their agents or counsel represent, covenant, and warrant that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement and (b) the person executing this Agreement has the full right, power, and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power, and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement.

69. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel. Further, Named Plaintiffs and Class Counsel warrant and represent, to their knowledge, that there are no liens on the Agreement.

70. Authorization by Named Plaintiffs. Named Plaintiffs authorize Class Counsel to sign this Agreement and further agree not to request to be excluded from the Settlement.

///

///

IT IS SO AGREED:

Dated: 1/7/2020


Plaintiff Myisha White

Dated: _____

Plaintiff Da'ja' Williams

Dated: _____

Name: _____
Title: _____

On Behalf of Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

APPROVED AS TO FORM

Dated: _____

Edwin Aiwasian
Lawyers for Justice, PC
Attorneys for Plaintiffs

Dated: _____

Benjamin J. Kim
Andrea Chavez
Nixon Peabody LLP
Attorneys for Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

IT IS SO AGREED:

Dated: _____

Plaintiff Myisha White

Dated: Jan 9, 2020


Daja Williams (Jan 9, 2020)

Plaintiff Da'ja' Williams

Dated: _____

Name: _____

Title: _____

On Behalf of Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

APPROVED AS TO FORM

Dated: _____

Edwin Aiwazian
Lawyers for Justice, PC
Attorneys for Plaintiffs

Dated: _____

Benjamin J. Kim
Andrea Chavez
Nixon Peabody LLP
Attorneys for Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

IT IS SO AGREED:

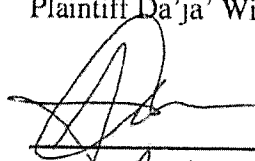
Dated: _____

Plaintiff Myisha White

Dated: _____

Plaintiff Da'ja' Williams

Dated: 12/31/19



Name: Andrew Chen
Title: Chief Development Officer


On Behalf of Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

APPROVED AS TO FORM

Dated: _____

Edwin Aiwazian
Lawyers for Justice, PC
Attorneys for Plaintiffs

Dated: 12/31/19



Benjamin J. Kim
Andrea Chavez
Nixon Peabody LLP

Attorneys for Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

IT IS SO AGREED:

Dated: _____

Plaintiff Myisha White

Dated: _____

Plaintiff Da'ja' Williams

Dated: _____


Name: _____

Title: _____

On Behalf of Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC

APPROVED AS TO FORM

Dated: January 9, 2020



Edwin Aiwazian
Lawyers for Justice, PC
Attorneys for Plaintiffs

Dated: _____

Benjamin J. Kim
Andrea Chavez
Nixon Peabody LLP
Attorneys for Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC