

CLASS ACTION SETTLEMENT AGREEMENT

I. SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega (“Plaintiffs” or “Class Representatives”), individually and on behalf of their respective statewide settlement classes in Georgia, New York, New Jersey, Florida, and California, on the one hand, and defendant, Chick-fil-A, Inc. (“CFA” or “Defendant”), on the other hand, in the following actions:

- *Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, pending in the Superior Court of Fulton County, Georgia;
- *Aneisha Pittman v. Chick-fil-A Inc.*, No. 22-1862, pending in the United States Court of Appeals for the Second Circuit (originally filed in the United States District Court for the Southern District of New York);
- *Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, pending in the United States District Court for the District of New Jersey;
- *Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, pending in the United States District Court for the Southern District of Florida;
- *Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, pending in the United States District Court for the Eastern District of California.

II. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “Action” means collectively the claims asserted in *Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, Superior Court of Fulton County, Georgia; *Aneisha Pittman and Susan Ukpere v. Chick-fil-A Inc.*, No. 1:21-cv-08041-VM, U.S.D.C. S.D.N.Y. (appealed to the Second Circuit as Case No. 22-1862); *Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, U.S.D.C. D.N.J.; *Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, U.S.D.C. S.D. Fla.; and *Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, U.S.D.C. E.D. Cal.; which Plaintiffs will seek to combine into a single action pursuant to the terms of this Settlement.

B. “Cash Settlement Fund” means a fund that will be used to pay Settlement Costs and all Cash Settlement Awards (as defined herein). The Cash Settlement Fund will not exceed one Million Four Hundred and Fifty Thousand Dollars (\$1,450,000 USD).

C. “CFA” or “Defendant” means Chick-fil-A, Inc. and all of its affiliates and subsidiary companies including, but not limited to, Bay Center Foods, LLC and Chick-fil-A Supply, LLC.

D. “Chick-fil-A® One App” means to CFA’s mobile ordering application used to facilitate CFA’s mobile and delivery ordering services.

E. “Class Counsel” means Kaniel Gold PLLC.

F. “Class Period” means the period from November 1, 2019, through April 30, 2021.

G. “Claim(s)” or “Claim Form(s)” means the claim form submitted by a Settlement Class Member to receive a Settlement Award pursuant to Sections IV. The Parties will agree on the form of the Claim Form.

H. “Claim Period” means the time period in which Settlement Class Members may submit a Claim Form.

G. “Claims Process” means the process for Settlement Class Members to submit Claims, as described in Section V.

H. “Class Notice” means all types of notice that will be provided to the Settlement Class, as described in Section V of the Agreement, which includes Electronic Mail Notice and the Long Form Notice posted on the Settlement Website. The Parties will agree on the forms of Class Notice, which will be submitted to the Court with Plaintiffs’ motion for preliminary approval of the settlement.

I. “Class Action Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court.

J. “Effective Date” means the 5th day after which all of the following events have occurred:

- a. The Court has entered without material change the Final Approval Order and Final Judgment; and
- b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.

K. “Electronic Mail Notice” refers to the notice that the Class Action Settlement Administrator shall provide to all Settlement Class Members, using email addresses provided by Defendant from its business records. The Parties will agree on the form of Electronic Mail Notice,

which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement.

L. "Escrow Account" means the interest-bearing account to be established by the Settlement Claims Administrator consistent with the terms and conditions described in this Agreement and into which Defendant will deposit the Cash Settlement Fund, as defined herein.

M. "Fairness Hearing" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate.

N. "Final Approval" means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement, and enters the Final Approval Order.

O. "Final Approval Order" means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing. The Parties will agree on the form of a Final Approval Order, which will be submitted to the Court as a proposed order.

P. "Long Form Notice" means notice of the proposed Settlement to be available to Settlement Class Members on the Settlement Website. The Parties will agree on the form of the Long Form Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement.

Q. "Net Cash Settlement Fund" means the Cash Settlement Fund less Settlement Costs, which will be available to Settlement Class Members as Cash Settlement Awards.

R. "Notice Deadline" or "Notice Date" means the date on which the notices described in Section V of the Agreement are first issued, which shall be no later than thirty (30) calendar days following entry of Preliminary Approval.

S. “Objection/Exclusion Deadline” means the date sixty (60) calendar days after the Notice Deadline, which itself should be no less than sixty (60) calendar days after Preliminary Approval.

T. “Parties” mean the Class Representatives and Defendant.

U. “Preliminary Approval” means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement, and enters the Preliminary Approval Order.

V. “Preliminary Approval Order” means the order the Court enters conditionally certifying the class for settlement purposes only and preliminarily approving the Settlement. The Parties will agree on the form of a Preliminary Approval Order to be submitted to the Court with Plaintiffs’ motion for preliminary approval of the Settlement.

W. “Released Claims” means all claims to be released pursuant to Sections IV.B and C of this Agreement.

X. “Settlement Award” means either: (1) an electronic payment via PayPal, Venmo, or other electronic means to a Settlement Class Member pursuant to Section IV.D. (the “Cash Settlement Award”); or (2) electronic gift card to a Settlement Class Member pursuant to Section IV.E. (the “Gift Card Settlement Award”).

Y. “Settlement Class” means all persons who made a food delivery order through CFA’s Chick-fil-A® One App or Website during the Class Period in the states of Georgia, Florida, New York, New Jersey, and California.

- a. The “Georgia Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of Georgia.

- b. The “Florida Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of Florida.
- c. The “New York Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of New York.
- d. The “New Jersey Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of New Jersey.
- e. The “California Settlement Subclass” refers to all members of the Settlement Class who made a food delivery order through CFA’s Chick-fil-A® One App or Website from a CFA location in the State of California.

Z. “Settlement Class Member” means any member of the Settlement Class.

AA. “Settlement Costs” means (a) any award of attorneys’ fees and costs to Class Counsel approved by the Court; (b) any and all service awards to each Class Representative approved by the Court (“Service Awards”); (c) costs of the Class Action Settlement Administrator for (i) providing notice to persons in the Settlement Class (including, but not limited to electronic mail or website notice and any additional notice that might be ordered by the Court) and notice as required under the Class Action Fairness Act, (ii) administering the Settlement, including, but not limited to, the cost of providing Settlement Awards, Claim Forms, and the cost of processing Claim Forms, and (iii) the fees, expenses and all other costs of the Class Action Settlement Administrator (“Administration Costs”); and (d) any other ancillary costs incurred by the Class Action Settlement Administrator and/or Defendant related, in any way, to the Settlement, though Defendant may not

bill or recoup from the Class Action Settlement Administrator any of its costs in (1) creating a list with contact information of Settlement Class members or (2) creating, validating, or accepting Gift Card Settlement Awards. The Settlement Costs will come entirely from the Cash Settlement Fund. In no event will Defendant pay more than the amount remitted to the Cash Settlement Fund (other than the gift cards addressed herein) to cover any costs associated with the Settlement.

BB. “Settlement Website” means the website to be established by the Class Action Settlement Administrator for purpose of providing notice, Claim Forms, the electronic submission of Claim Forms, and other information regarding this Agreement, as described in Section V.B.

III. LITIGATION BACKGROUND

A. Plaintiffs allege that they purchased food products for delivery through Defendant’s Chick-fil-A® One App and/or Website during the Class Period. Plaintiffs further allege that Defendant’s representations regarding its delivery fees and menu prices for its delivery orders during the Class Period were false or misleading. Plaintiffs Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega each filed putative class action lawsuits in state court in Georgia and in federal court in New York, New Jersey, Florida, and California respectively.

B. After initiating the action on May 24, 2022, plaintiff Jan Mayheu, a resident of the State of Georgia, filed an Amended Complaint on August 5, 2022 on behalf of all Georgia consumers who purchased food for delivery from CFA within the applicable limitations period and alleging violations of Georgia’s Unfair Business Practices Act and Negligent Misrepresentation. (*Jan Mayheu v. Chick-fil-A Inc.*, No. 2022CV365400, Superior Court of Fulton County, Georgia (“*Mayheu Action*”).)

C. On September 28, 2021, plaintiffs Aneisha Pittman, a resident of the State of New York, and Susan Ukpere, a resident of the State of New Jersey, filed their action in the Southern

District of New York on behalf of all New York and New Jersey consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of NY Gen. Bus. Law § 349, New Jersey Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. (*Aneisha Pittman and Susan Ukpere v. Chick-fil-A Inc.*, No. 1:21-cv-08041-VM, U.S.D.C. S.D.N.Y.) Plaintiff Susan Ukpere's claims were dismissed for lack of personal jurisdiction. Plaintiff Aneisha Pittman's remaining claims were also dismissed. Plaintiff Aneisha Pittman then filed an appeal to the United States Court of Appeals for the Second Circuit, which is presently pending. (*Aneisha Pittman v. Chick-fil-A Inc.*, No. 22-1862, 2nd Cir. ("*Pittman Action*").)

D. On August 1, 2022, plaintiff Susan Ukpere, a resident of the State of New Jersey, filed a state court action, which was subsequently removed by Defendant to the District of New Jersey, on behalf of all New Jersey consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of the New Jersey Consumer Fraud Act, Breach of Contract, and Unjust Enrichment. (*Susan Ukpere v. Chick-fil-A Inc.*, No. 2:22-cv-05397-CCC-JSA, U.S.D.C. D.N.J. ("*Ukpere Action*").)

E. After initiating the action in Florida state court on May 19, 2022 and after removal of the action by Defendant to the Southern District of Florida, plaintiff Ron Goldstein, a resident of the State of Florida, filed an Amended Complaint on August 11, 2022 on behalf of all Florida consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of the Florida Deceptive and Unfair Trade Practices Act and Negligent Misrepresentation. (*Ron Goldstein v. Chick-fil-A Inc.*, No. 1:22-cv-21897-AHS, U.S.D.C. S.D. Fla. ("*Goldstein Action*").)

F. After initiating the action in California state court on March 11, 2021 and after removal of the action by Defendant to the Eastern District of California, Plaintiff Ronald Ortega, a

resident of the State of California, filed a Second Amended Complaint on August 12, 2022 on behalf of all California consumers who purchased food for delivery from CFA within the applicable limitations periods and alleging violations of California’s Unfair Competition Law, California’s Consumer Legal Remedies Act, California’s False Advertising Law, and Negligent Misrepresentation. (*Ronald Ortega v. Chick-fil-A Inc.*, No. 2:21-cv-00845-KJM-CKD, U.S.D.C. E.D. Cal. (“*Ortega Action*”).)

G. All Plaintiffs seek monetary damages, restitution, injunctive relief, and declaratory relief.

H. For settlement purposes, the Parties have agreed that Plaintiffs will file an amended complaint in the Superior Court of Fulton County, Georgia, contemporaneously with a motion for preliminary approval of the settlement, adding all of the Class Representatives as plaintiffs to the *Mayheu* Action and thereby constituting the Action, redefining the class definition to be consistent with the Settlement Class described herein, and adding claims on behalf of each Settlement Subclass.

I. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, the Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that there were no misrepresentations regarding its delivery services or delivery food pricing and that its practices were not deceptive or misleading as a matter of law.

J. Counsel for the Parties engaged in a full-day mediation before the Honorable Judge David Garcia (Ret.) of JAMS on January 6, 2023, and participated in discussions thereafter before

finally resolving these matters. The result was a Settlement of the Action in its entirety, culminating with this Agreement on the above-outlined litigations. Based on the above-outlined litigations, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of the Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

K. Prior to mediation and for several months throughout the settlement negotiations, the Parties engaged in formal discovery in the *Ortega* Action and informal discovery in the other actions, and Defendant provided voluminous information regarding Defendant's policies, practices, and procedures related to the marketing and pricing of delivery orders during the Class Period. Information provided included but was not limited to the nature, timing, and implementation of Defendant's advertisements, marketing materials, and disclosures on its Website and Chick-fil-A® One App regarding delivery fees, service fees, and menu prices; CFA's Terms of Use for its Website and Chick-fil-A® One App and CFA's Terms & Conditions; the approximate number of customers who purchased food for delivery on Defendant's Website and Chick-fil-A® One App in the five states at issue in the Action; and the approximate fees and prices charged customers who purchased food for delivery on Defendant's Website and Chick-fil-A® One App in the five states at issue in the Action. As a result of Defendant's production of documents and data and the lengthy negotiation period, Class Counsel was able to thoroughly

review, vet and assess the claims of the Settlement Class Members and Defendant's defenses to said claims prior to reaching this Agreement.

L. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing the Action has and will further detract from resources that may be used to run Defendant's business. Although Defendant denies any wrongdoing or liability arising out of any of the facts alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, it settles the claims raised in the Action for these reasons and these reasons only.

M. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action (and each of the individual actions which comprise the Action) which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the claims as set forth in Section IV(B)(1).

IV. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class, and specifically the Georgia, Florida, New Jersey New York, and California Settlement Subclasses, pursuant to O.C.G.A. § 9-11-23. This certification for settlement

purposes only is conditional on the Court's final approval of this Agreement. In the event the Court does not approve all terms of the Agreement and enter the Final Approval Order, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

B. Releases.

1. Release of CFA. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, affiliates, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, franchisees, licensees, independent contractors, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or

unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to Defendant's advertising, marketing or promotion related to Chick-fil-A delivery and fees, charges and costs for or associated with delivery orders through Defendant's Chick-fil-A® One App or Website during the Class Period including, without in any way limiting the foregoing, the claims alleged in each complaint filed in the Action and each of the *Mayheu* Action, *Pittman* Action, *Ukpere* Action, *Goldstein* Action, and *Ortega* Action, arising from, directly or indirectly, communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, marketing, labeling, advertising, promotion, packaging, displays, brochures, studies, manufacture, distribution, operation, performance, functionality, notification, providing, offering, dissemination, replacement, any claims for rescission, restitution or unjust enrichment for all damages of any kind, violations of any state's deceptive, unlawful and/or unfair business and/or trade practices, false, misleading or fraudulent advertising, consumer fraud and/or consumer protection statutes, any violation of the Uniform Commercial Code, any breaches of express, implied and/or any other warranties, any similar federal, state or local statutes, codes, damages, costs, expenses, extracontractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs against the Released Parties pertaining to or relating to the claims alleged in each complaint filed in

the Action and each of the *Mayheu* Action, *Pittman* Action, *Ukpere* Action, *Goldstein* Action, and *Ortega* Action, notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein (the “Released Claims”). A Settlement Class Member who fails to timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of this Agreement, including the release of the Released Claims.

Plaintiffs expressly understand and acknowledge and all Settlement Class Members will be deemed by the Final Judgment to acknowledge, that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

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.

Plaintiffs hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs and all Settlement Class Members.

2. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Class Representatives, Settlement Class Members, and Class Counsel from all claims,

demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, concerning the institution or prosecution of the Action. .

C. Consolidated Complaint. Before the Parties seek Preliminary Approval, Plaintiffs will file a consolidated amended complaint in the *Mayheu* Action that adds the claims asserted in the *Goldstein* Action, *Ortega* Action, the *Pittman* Action, and the *Ukpere* Action. Plaintiffs will seek a stay of the proceedings in the *Goldstein* Action, *Ortega* Action, the *Pittman* Action, and the *Ukpere* Action (the “Stayed Actions”). Defendant consents to the consolidation for the purposes of settlement only and does not otherwise believe that the claims asserted should be consolidated. If the Settlement is not finally approved by the Court, the Parties agree that Plaintiffs will withdraw the consolidated amended complaint in the *Mayheu* Action, and Plaintiffs will move to lift the stay of proceedings in the Stayed Actions and proceed with litigation in the separate class actions.

D. Claim Process. Settlement Class Members must timely submit a valid Claim Form in order to be entitled to a Settlement Award to the Class Action Settlement Administrator by mail or via a web form on the Settlement Website during the Claim Period. Settlement Class Members may select on the Claims Form to either receive (1) a Cash Settlement Award from the Cash Settlement Fund or (2) a Gift Card Settlement Award. Settlement Class Members who elect to receive a Cash

Settlement Award and submit a valid Claim Form shall receive a cash payment up to \$29.25. The Cash Settlement Fund will be distributed in accordance with the terms in Section V.E. Settlement Class Members who elect to receive a Gift Card Settlement Award and submit a valid Claim Form shall receive an electronic gift card with a balance up to \$29.25. Class Members will be charged sales tax on items redeemed with a Gift Card Settlement Award; however, no additional purchase shall be necessary to use the Gift Card Settlement Award. Gift Card Settlement Awards will be delivered at the direction of the Settlement Administrator to Class Members who file a valid Claim Form and elect to receive a Gift Card Settlement Award via the email address for that Settlement Class Member. Cash Settlement Awards to Settlement Class Members who elect to receive a Cash Settlement Award and submit a valid Claim Form will be paid within sixty (60) days of the Effective Date, by electronic payment. Gift Card Settlement Awards to Settlement Class Members who elect to receive a Gift Card Settlement Award and submit a valid Claim Form will be transmitted by email within sixty (60) days of the Effective Date.

E. Compensation to the Settlement Class of Cash Settlement Awards From the Cash Settlement Fund.

1. Cash Settlement Fund. Defendant shall establish a Cash Settlement Fund of One Million Four Hundred and Fifty Thousand Dollars (\$1,450,000 USD). Defendant shall pay the Cash Settlement Fund on the following schedule and subject to the following provisions:

- a. Within fourteen (14) calendar days of Preliminary Approval, the Parties shall consult with the Claims Administrator and determine an estimate for costs associated with the Claims Administrator administering the Settlement (“Administration Costs”). Defendant shall deposit 50% of the estimated Administration Costs into the Cash Settlement Fund, maintained

as an Escrow Account established by the Class Action Settlement Administrator (“Initial Administration Payment”).

- b. Within thirty (30) calendar days of the Effective Date, Defendant shall pay the remainder of the \$1,450,000 into the Escrow Account established by the Class Action Settlement Administrator (“Remaining Fund Payment”). The Remaining Fund Payment shall be used to pay the remaining Administration Costs, all other Settlements Costs (including any fees and cost award awarded by the Court to Class Counsel), all Service Awards and all Cash Settlement Awards to Settlement Class Members who elect to receive a Cash Settlement Award as opposed to a Gift Card Settlement Award. Subject to Court approval and oversight, the account receiving the Cash Settlement Fund shall be an interest-bearing account mutually agreed to by the Parties and controlled by the Class Action Settlement Administrator. Any interest earned on any amounts in the account shall be allocated to pay Settlement Costs. In no event shall Defendant be responsible for any payment, fees, or costs other than the Settlement Cash Fund of \$1,450,000 and the gift cards issued in accordance with the terms of this Agreement.
- c. All funds held by the Class Action Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement. All funds held by the Class Action Settlement Administrator shall be deemed a “qualified settlement fund” within the meaning of the

United States Treasury Reg. § 1.46B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's counsel, Plaintiffs and/or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Escrow Account. Defendant and Defendant's Counsel and Plaintiffs and Plaintiffs' Counsel shall have no liability or responsibility for any of the Taxes and make no representations as to the taxability of any portions of the Cash Settlement Awards to any Settlement Class Member, including Plaintiffs. The Escrow Account shall indemnify and hold Defendant and Defendant's counsel and Plaintiffs and Plaintiffs' Counsel harmless for any Taxes (including, without limitation, Taxes payable by reason of any such indemnification). The Class Action Settlement Administrator shall prepare, send, file, and furnish all tax information reporting forms as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations, including Form 1099s. The Parties agree to cooperate with the Class Action Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. All interest on the funds in the

Cash Settlement Fund shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Class Action Settlement Administrator. The Class Action Settlement Administrator is responsible for payment of all taxes and interest in the Cash Settlement Fund.

2. Distribution of Net Cash Settlement Fund. The Net Cash Settlement Fund is the Cash Settlement Fund less the amount of all Settlement Costs, and in no event will Defendant be obligated to pay in cash more than the Cash Settlement Fund. At the expiration of the Claims Period, Settlement Class Members who elect to receive a Cash Settlement Award and submit a valid Claim Form shall receive a cash payment up to \$29.25. If there is cash remaining in the Net Cash Settlement Fund, the excess funds will be distributed to either Feeding America or Hunger Initiative as a cy pres award (subject to approval by the Court). If there are not sufficient funds in the Net Cash Settlement Fund to award each Settlement Class Member \$29.25, the Net Cash Settlement Fund shall be distributed on a pro rata basis to those class members electing a Cash Settlement Award.

F. Compensation to the Settlement Class through Gift Card Settlement Awards.

1. Gift Card Settlement Award. Settlement Class Members who elect to receive a Gift Card Settlement Award and submit a valid Claim Form shall receive an electronic gift card with a balance up to \$29.25. Class Members will be charged sales tax on food items redeemed with a Gift Card; however, no additional purchase shall be necessary to use the Gift Card. If it is not possible to issue Gift Card Settlement Awards to all class members who seek a Gift Card Settlement Award within the Redemption Limit

discussed *infra*, the balance of the Gift Card Settlement Awards issued to class members seeking Gift Card Settlement Awards will be adjusted downward proportionally. If a Participating Settlement Class Member fails to choose between a Cash Settlement Award and a Gift Card Settlement Award, or chooses both a Cash Settlement Award and a Gift Card Settlement Award, that claimant will be deemed to have selected a Cash Settlement Award.

2. Redemption Limit. The total gift cards issued to Settlement Class Members shall not exceed Two Million and Nine Hundred and Fifty Thousand Dollars (\$2,950,000 USD) in retail value. Defendant shall have no obligation to honor any claims of reimbursement made by Settlement Class Members once Defendant has issued Two Million and Nine Hundred and Fifty Thousand Dollars (\$2,950,000 USD) in retail value worth of gift cards in the aggregate to the Settlement Class Members who elect to receive a Gift Card Settlement Award.

G. Final Tally. Within seven (7) calendar days after the close of the Claim Period, the Class Action Settlement Administrator shall provide the Parties with the number of valid and timely Claims received, and the apportionment between Settlement Class Members who requested Cash Settlement Awards and Settlement Class Members who requested Gift Card Settlement Awards.

H. Remediation. In April and October 2021, CFA revised the disclosures on its Chick-fil-A® One App and Website respectively to state expressly that menu prices may be higher for delivery orders and added the following language: “Menu prices for delivery are higher than at restaurant. Delivery fee, order minimums or small order fees, and additional fees apply.” These revised disclosures are presented to consumers on both CFA’s Website and Chick-fil-A® One App

prior to placing an order. Additionally, the following disclosure is also present at checkout, just prior to purchasing food for delivery: “Menu prices for delivery are higher than at restaurant. Delivery fee, order minimums or small order fees, and additional fees apply; see details above.” These disclosures are intended to fairly and adequately inform customers of these food delivery-related charges in compliance with applicable laws. As a material term of this Agreement, CFA agrees to keep these or substantially similar statements in place as long as they are applicable to delivery orders. CFA reserves the right to amend any of these statements from time to time as long as any amended statements similarly advise customers as to the difference in pricing between in-restaurant and delivery menu prices.

I. Attorneys’ Fees/Costs and Class Representative Service Awards.

1. Plaintiffs may move the Court for an award of attorneys’ fees, plus costs, to be paid to Class Counsel solely from the Cash Settlement Fund, which shall be noticed for the same date as the Fairness Hearing and filed at least thirty-five (35) days before the Objection/Exclusion Deadline. Defendant shall not object to Plaintiffs’ request for a fee award so long as the total amount requested for attorneys’ fees does not exceed Eight Hundred and Eighty Thousand Dollars (\$880,000 US), exclusive of litigation costs requested separately to be paid from the Cash Settlement Fund. Court approval of attorneys’ fees and costs, or their amount, will not be a condition of the Settlement. The Parties agree that the Court’s failure to approve, in whole or in part, any award for attorneys’ fees shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination of the Settlement. In addition, Class Counsel shall not be entitled to interest on any fees award.

2. Defendant also agrees not to oppose the request for a Service Award to each Class Representative in an amount not to exceed Five Thousand Dollars (\$5,000 USD) each to be

paid solely from the Cash Settlement Fund, for their participation as Class Representatives, for taking on the risks of litigation, and for Settlement of their individual claims as Settlement Class Members in this Action. Court approval of the Service Awards, or their amount, will not be a condition of the Settlement and the Court's failure to approve Service Awards to any or all of the Class Representatives or the Court's reduction of the Service Awards by any amount shall not prevent the Settlement from becoming effective, nor shall it be grounds for termination of the Settlement. If approved by the Court, the Service Awards for Jan Mayheu, Aneisha Pittman, Susan Ukpere, Ron Goldstein, and Ronald Ortega will be paid out of the Cash Settlement Fund. For the avoidance of doubt, Defendant will not be liable for any costs, fees, Service Awards, or any other fees, expenses, or payments beyond the Cash Settlement Fund.

3. The Court approved attorneys' fees shall be paid within forty-five (45) calendar days of the Effective Date. The Class Action Settlement Administrator shall deliver to Kaliel Gold LLP, at the address set forth below, a check payable to "Kaliel Gold LLP Client Trust Account" in the total amount actually awarded by the Court as attorneys' fees, expenses, costs, and Service Awards from the Cash Settlement Fund. Plaintiffs and Class Counsel agree to provide all identification information necessary to effectuate this payment including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form W-9(s).

4. Except for the fees and costs to be paid to Class Counsel and Plaintiffs as specifically provided in this subsection H and elsewhere in this Agreement, Defendant does not agree to pay and shall not be responsible or liable for the payment or allocation of any attorneys' fees and expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or

in connection with any claim that was or could have been alleged in the Action, including in each of the *Mayheu* Action, *Pittman* Action, *Ukperere* Action, *Goldstein* Action and *Ortega* Action.

V. NOTICE TO THE SETTLEMENT CLASS

The Class Action Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Deadline.

A. Electronic Mail Notice. The Class Action Settlement Administrator shall provide direct Electronic Mail Notice to all Settlement Class Members, using the email addresses provided by Defendant from its business records. The Parties will agree on the form of Electronic Mail Notice, which will be submitted to the Court with Plaintiffs' motion for preliminary approval of the settlement. The Electronic Mail Notice will include a direct hyperlink to the Claim Form.

B. Website Notice. The Class Action Settlement Administrator will establish and maintain the Settlement Website ([e.g. www.deliveryfeesettlement.com](http://www.deliveryfeesettlement.com)). The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms, and instructions on how to access the case through the court's electronic filing system or in person at any of the court's locations. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's e-Odyssey site to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain at least until Final Approval. The Settlement Website shall not include any advertising for either

Defendant or Class Counsel and shall not bear or include CFA's logo or trademarks. The Settlement Website shall include an option for persons to email the Administrator with questions.

VI. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must: (1) clearly identify the case name and number; and (2) be submitted to the Class Action Settlement Administrator at the addresses listed in the Class Notice. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within five (5) calendar days of the Objection/Exclusion Deadline. Settlement

Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least fourteen (14) calendar days (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to request exclusion or “opt out” of this Settlement must submit a written statement to the Class Action Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (1) state the Settlement Class Member’s name, address, and phone number; (2) be personally signed by the Settlement Class Member and not the Settlement Class Member’s attorney or anyone acting on the Settlement Class Member’s behalf; and (3) include the statement “I/we request to be excluded from the class settlement in [TBD]. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member’s opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Class Action Settlement Administrator within five (5) calendar days of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final

judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. A Settlement Class Member who does not timely request exclusion from the Settlement Class but does not submit a Claim Form so as to be entitled to a Settlement Award is still bound by the terms of this Agreement, including the release of the Released Claims.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 10,000 persons in the Settlement Class.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

VII. PRELIMINARY APPROVAL OF SETTLEMENT

Within 30 days following full execution of this Agreement, Plaintiffs will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (1) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (2) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (3) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and O.C.G.A. § 9-11-23; (4) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice

Deadline; (5) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (6) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (7) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (8) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action (and specifically the Stayed Actions in their entirety) except those related to effectuation of the Settlement; (9) schedule the Fairness Hearing on Final Approval of the Settlement, which shall be one hundred and eighty (180) days after Preliminary Approval (or such other date ordered by the Court); and (10) providing that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms and the Effective Date does not occur, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter the Preliminary Approval order described herein, or decides to do so only with material modifications not acceptable to either Party, then this entire Agreement shall become

null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

VIII. FINAL APPROVAL OF SETTLEMENT

Not later than 60 days before the Fairness Hearing, Class Counsel shall file a Motion for Final Approval of the Settlement, the form of which will be agreed to by Defendant. Plaintiffs shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (1) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (2) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (3) approve the plan of distribution of the compensation to the Settlement Class Members; (4) finally certify the Settlement Class; (5) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (6) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties and the Settlement Funds for the purpose of enforcement of the terms of this Agreement. If the Settlement is not finally approved by the Court, the Parties agree that Plaintiffs will withdraw the consolidated amended complaint in the *Mayheu* Action, and Plaintiffs will move to lift the stay of proceedings in Stayed Actions and proceed with litigation in the separate class actions.

IX. DISMISSAL OF STAYED ACTIONS

Within five (5) days of the Effective Date, Plaintiffs will file a notice of dismissal with prejudice in each of the Stayed Actions.

X. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that it will not attempt to discourage Settlement Class Members from filing Claims.

XII. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a Settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, including without limitation, be inadmissible in evidence in any proceeding in order to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XIII. NOTICES

For The Class	For Defendant
Jeffrey D. Kaliel KALIELGOLD PLLC 1100 15 th Street NW, 4th Floor Washington, D.C. 20005	Lindsey Mann TROUTMAN PEPPER HAMILTON SANDERS LLP 600 Peachtree Street, NE, Suite 3000 Atlanta, GA 30308

XIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XIV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, 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 extinguished.

XVI. PUBLIC STATEMENTS

The Parties and their counsel shall issue no public statements and shall make no comments to media or press with respect to the Action or the Agreement at any time (including but not limited

to press releases via PR Newswire), except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that represent or suggest any wrongdoing by Defendant, or that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

XVII. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section “Non-Evidentiary Use” shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVIII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member’s Settlement Award was improperly calculated or adjusted.

XIX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both: (1) signed by the Parties who have executed this Agreement; and (2) approved by the Court.

XX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this

Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XXI. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Georgia, irrespective of the State of Georgia's choice of law principles.

XXII. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIII. CONFIDENTIALITY

Class Counsel and Plaintiffs' counsel of record in the Action warrant and represent that they have not shared any information regarding this Settlement or confidential information learned in the Action with any third-party, beyond what was permitted under the stipulated protective order in the Action. Class Counsel and Plaintiffs' counsel of record in the Action warrant and represent that they will not in the future share any confidential information learned in the Action with any third parties and will continue to abide by the terms of the stipulated protective order in the Action.

XXIV. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXV. SETTLEMENT TIMELINE

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

Item	Deadline
Filing of Motion for Preliminary Approval	Within one month of Executing Settlement Agreement
Initial Administration Payment	14 days after Preliminary Approval
Notice Deadline/Notice Date	30 days after Preliminary Approval
Objection/Exclusion Deadline	90 days after Preliminary Approval
Motion for Final Approval and for Attorneys' Fees and Service Awards	120 days after Preliminary Approval
Deadline to File Claims	14 days prior to Fairness Hearing
Final Tally	7 days prior to Fairness Hearing
Fairness Hearing	150 days after Preliminary Approval (or such other date set by the Court)
Effective Date	As defined herein
Remaining Fund Payment	30 days after Effective Date
Distribution of Attorneys' Fees and Service Awards	45 days after Effective Date
Distribution of Settlement Awards	60 days after Effective Date
Post-Distribution Accounting	21 days after distribution of Settlement Awards

XXVI. COUNTERPARTS

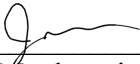
This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[Signatures on following page.]

CLASS REPRESENTATIVES AND CLASS COUNSEL:


Dated: July 7, 2023

By: 
Jan Mayheu, individually and on behalf
of the Settlement Class


Dated: July , 2023

By: _____
Aneisha Pittman, individually and on
behalf of the Settlement Class

Dated: July 7, 2023

By: 
Susan Ukpere, individually and on
behalf of the Settlement Class

Dated: July 7, 2023

By: 
Ron Goldstein, individually and on
behalf of the Settlement Class

Dated: July , 2023

By: _____
Ronald Ortega, individually and on
behalf of the Settlement Class

Dated: July , 2023

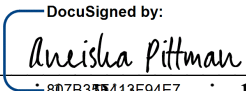
Kaliel Gold LLP
By: _____
Jeffrey D. Kaliel
Attorney for Plaintiffs

CLASS REPRESENTATIVES AND CLASS COUNSEL:

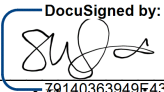
Dated: July ____, 2023

By: _____
Jan Mayheu, individually and on behalf
of the Settlement Class

Dated: July ____, 2023
7/7/2023

By: 
Aneisha Pittman, individually and on
behalf of the Settlement Class

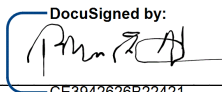
Dated: July ____, 2023
7/7/2023

By: 
Susan Ukpere, individually and on
behalf of the Settlement Class

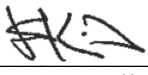
Dated: July ____, 2023

By: _____
Ron Goldstein, individually and on
behalf of the Settlement Class

Dated: July ____, 2023
6/30/2023

By: 
Ronald Ortega, individually and on
behalf of the Settlement Class

Dated: July 1, 2023

Kaliel Gold LLP
By: 
Jeffrey D. Kaliel
Attorney for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: July ____, 2023

Chick-fil-A, Inc.

By:

Lynette Smith
EVP, Chief Legal Officer

Dated: July ____, 2023

Troutman Pepper Hamilton Sanders LLP

By:

Lindsey B. Mann
Attorney for Defendant