

Exhibit A

SETTLEMENT AGREEMENT (the “Agreement”)

WHEREAS Plaintiff Jenna Ries filed a lawsuit against Defendants McDonald’s USA, LLC, McDonald’s Corporation and MLMLM Corporation in the Ingham Circuit Court, which was removed to the United States District Court for the Western District of Michigan, whose clerk assigned it Case Number 1:20-CV-0002 (the “Litigation”);

WHEREAS the pleadings in the Litigation were amended three times after removal and Katlyn Barber, Emily Anibal and Joanne Bishop were added as Plaintiffs and MAAKS, Inc. was added as a Defendant;

WHEREAS Plaintiffs alleged, for themselves and on behalf of a putative class, that Defendants had violated the Michigan Elliott-Larsen Civil Rights Act, Mich. Comp. Laws §37.2101, *et seq.* (“ELCRA”) and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* (“Title VII”) and were liable to them under the ELCRA and Title VII;

WHEREAS Plaintiffs and Settling Defendants took extensive fact and expert discovery, including exchange of documents, interrogatory responses and requests for admission, expert reports, and 22 depositions, allowing them to fully understand the strengths and weaknesses of their respective positions;

WHEREAS the District Court granted the motion by Defendants McDonalds USA, LLC and McDonald’s Corporation (the “McDonald’s Defendants”) for summary judgment and entered an order dismissing all claims against them;

WHEREAS Mingtia’n, Incorporated, ASA & Associates, Inc., BSB & Associates, Inc., BSB & Associates 1, LLC, BSB & Associates 2, LLC, BSB &

Associates 3, LLC BSB & Associates, 4, LLC and GUO Holdings, LLC (the “Related Entities”) were involved in the ownership, operation or management of McDonald’s franchises that were affiliated with Michael Dickerson or were the employer of persons that worked at those franchises;

WHEREAS the District Court granted Plaintiffs’ motion for class certification and denied the motion that class certification is not appropriate for this case filed by Defendants MLMLM and MAAKS;

WHEREAS, after considering, *inter alia*, (1) the benefits to the Settlement Class, (2) the attendant risks, costs, uncertainties, and delays of litigation, and (3) the limited insurance policy and financial resources of Defendants MLMLM and MAAKS (the “Settling Defendants”), Plaintiffs and Class Counsel have concluded that the terms and conditions provided for in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving the Litigation;

WHEREAS, after considering, *inter alia*, the additional expense and delay that would result from the continuation of the Litigation, and the potential exposure to liability, the Settling Defendants and their counsel have determined that it is appropriate and in the best interests of the Settling Defendants to resolve the Litigation upon the terms and conditions this Agreement provides;

WHEREAS, this Agreement has been negotiated among the Plaintiffs and the Settling Defendants (collectively the “Parties”), by their counsel, in good faith and at arm’s length; and

WHEREAS, the Parties agree to enter into this Agreement and resolve all the claims and potential claims that Plaintiffs and the Settlement Class may have against the Settling Defendants, as described herein, subject to the approval of the Court, upon the terms and conditions set forth herein:

1. **Recitals**. The recitals stated above are incorporated herein and made a part hereof.

2. **For Settlement Purposes Only**. This Agreement is entered into for purposes of resolving all claims that were made or that could have been made by the Plaintiffs and the Settlement Class against the Settling Defendants. The Parties expressly agree that if this Agreement and the Settlement are not finally approved, this Agreement is null and void *ab initio* and may not be used by either Party for any purpose. As used in this section, “Finally Approved” means that the terms of this Agreement and the Settlement are approved in a final, non-appealable order.

3. **The Settlement Class**. The “Settlement Class” is defined as “All women who worked in a position below the level of Assistant Manager at the McDonald’s restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016.” Settlement Class membership shall be determined by reference to a chart showing shift overlap with Shawn Banks, derived from Settling Defendants’ time punch data, and approved by Class Counsel and Settling Defendants’ counsel, attached hereto as Exhibit 5 (“Shift Overlap Chart”).

4. **Representation of the Settlement Class**. Plaintiffs Jenna Ries, Katlyn

Barber, Emily Anibal and Joanne Bishop shall be the Class Representatives of the Settlement Class, and Eve Cervantez, Gillian Thomas and Darcie Brault shall be Class Counsel of the Settlement Class.

5. **Settlement Payment.** The Settling Defendants shall pay a total Settlement Payment of \$1,500,000 (“Gross Settlement Payment”), which will be inclusive of all damages, attorney fees, litigation costs, expert fees, other taxable costs, settlement administrator costs and fees, incentive payments and payments to Settlement Class members. The Settling Defendants shall pay \$100,000 of the Gross Settlement Payment into a Qualified Settlement Fund established by the Settlement Administrator within fourteen (14) days of the date on which the Court grants Preliminary Approval of the Settlement. The Settling Defendants shall pay the remaining \$1,400,000 into a Qualified Settlement Fund established by the Settlement Administrator within twenty-one (21) days of the Effective Date, as defined herein. The Gross Settlement Payment is not reversionary, and the entire fund will be distributed as set forth in this Agreement. If the Settlement is Finally Approved, no amount of the Gross Settlement Payment will revert back to the Settling Defendants. The Gross Settlement Payment will be distributed in accordance with the provisions of Paragraphs 8, 9, and 10 of this Agreement. If the Settlement is not approved, then the balance of the initial \$100,000 payment, after payment of the fees and costs incurred by the Settlement Administrator, will be returned to the Settling Defendants.

6. **Released Parties.** “Released Parties” means the Settling Defendants

and, as third-party beneficiaries to the Settlement, the McDonald's Defendants. It also includes the Related Entities and the past, present and future subsidiaries, divisions and affiliates of the Settling Defendants and the McDonald's Defendants and their respective past, present and future employees, directors, shareholders, officers, owners, attorneys, insurers, agents, any successors, assigns, affiliates, or legal representatives and any individual or entity who or which could be jointly liable with any of the Defendants and all persons or entities acting by, through, under, or in concert with any of them.

7. **Release.** The Plaintiffs hereby release the Released Parties, from any and all claims of any kind whatsoever, known or unknown, suspected or unsuspected, that the Plaintiffs may now have or have ever had against any of the Released Parties by reason of any act, omission, transaction, or event occurring up to and including the Effective Date of this Agreement. This release includes all claims whether or not raised in the Litigation, and includes but is not limited to claims of sexual harassment, discrimination, retaliation, wrongful discharge, constructive discharge, or any other claim relating to or arising from Plaintiffs' employment with any of the Released Parties, and releasing the Released Parties from all damages including economic damages, non-economic damages, damages for emotional distress, exemplary damages, liquidated damages, or punitive damages. The other members of the Settlement Class that do not opt out hereby release any and all claims, existing as of the Effective Date of this Agreement against the Released Parties that they have or may have related to any facts alleged in the pleadings filed in the Litigation.

8. **Allocation of Settlement Payment.** The Settlement Payment will be distributed as follows:

(a) The repayment of litigation expenses and taxable costs incurred by the Plaintiffs and Class Counsel, including but not limited to filing and other court fees, expert witness fees, deposition transcript fees, travel expenses, copies/printing, courier fees, telephone charges, online legal research charges, secretarial overtime, and facilitator fees, to the extent approved by the Court (“Litigation Costs”).

(b) The payment of a reasonable attorney fee to Class Counsel, in an amount approved by the Court, which Class Counsel will apply for based on a percentage of the Gross Settlement Payment, with a lodestar crosscheck. (“Attorneys’ Fees”). The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount of attorneys’ fees and/or costs. In the event the Court declines to approve, in whole or in part, the payment of the Attorneys’ Fees and/or Litigation Costs in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of Attorneys’ Fees and/or Litigation Costs shall constitute grounds for cancellation or termination of this Agreement. Any amount not approved by the Court as Attorneys’ Fees and/or Litigation Costs shall become part of the Net Settlement Fund to be distributed to the Settlement Class pursuant to the

Plan of Allocation.

(c) The fees and costs incurred by the Settlement Administrator, including but not limited to all expenses or costs associated with establishing a Qualified Settlement Fund; providing Notice to the Settlement Class; receiving and processing Claims Forms, Requests for Exclusion, and Objections; locating Settlement Class members; administering, calculating and distributing the Net Settlement Fund to Settlement Class members; maintaining a website and toll-free telephone line; and reporting to the Court and counsel (“Settlement Administration Costs”).

(d) The Incentive Payment described in paragraph 9.

(e) Compensation to Plaintiffs and members of the Settlement Class as determined by the Plan of Allocation in accordance with paragraph 10.

9. **Incentive Payment.** To the extent approved by the Court, the Class Representatives will each receive an Incentive Payment of \$10,000 to be paid out of the Gross Settlement Payment. In the event the Court declines to approve, in whole or in part, the payment of the Incentive Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of Incentive Awards shall constitute grounds for cancellation or termination of this Agreement. Any amount not approved by the Court as an Incentive Payment shall become part of the Net Settlement Fund to be distributed to the Settlement Class pursuant to the Plan of Allocation.

10. **Allocation of Payments to the Settlement Class.** The Net Settlement Fund shall consist of the Gross Settlement Payment less Court-approved Litigation Costs, Attorneys' Fees, Incentive Payments, and Settlement Administration Costs. The Net Settlement Fund shall be divided among all Settlement Class members who submit a valid and timely claim form, on a pro rata basis, according to the following point system ("Plan of Allocation"):

(a) One point allocated to each Settlement Class member who worked between one and 10 shifts or fraction thereof with Shawn Banks, two points allocated to each Settlement Class member who worked between 11-50 shifts with Shawn Banks, three points allocated to each Settlement Class member who worked between 51-99 shifts with Shawn Banks, and four points allocated to each Settlement Class member who worked 100 or more shifts with Shawn Banks, as set forth in the Shift Overlap Chart, Exhibit 5;

(b) Two points allocated to any Settlement Class Member who states that Shawn Banks touched her inappropriately;

(c) Two points allocated to any Settlement Class Member who states that she engaged in sexual relations with Shawn Banks because he pressured or coerced her to do so;

(d) Two points allocated to any Settlement Class Member who states that she was constructively discharged, *i.e.*, forced to quit rather than continue to work in the hostile work environment created by Shawn Banks, or was terminated after reporting the harassment.

11. **Notice and Claim Forms; Deadline to File Claim Form, Objection, and/or Request for Exclusion.** All Settlement Class members shall be mailed a Notice and Claim Form to their last known address (“Notice Date”), and shall have 60 days from the date of mailing (“Response Deadline”) to file a Claim Form, Objection, and/or Request for Exclusion.

(a) The Notice shall explain the procedure for Settlement Class members to opt-out and exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) calendar days after the Notice Date. Each written Request for Exclusion must set forth the name of the individual seeking exclusion, and be signed by that individual. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Settlement Class members who fail to submit a valid and timely written Request for Exclusion on or before the Response 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, even if they do not submit a valid and timely Claim Form. At no time shall any of the Parties or their respective counsel seek to solicit or otherwise encourage Settlement Class members to submit Requests for Exclusion from the Settlement

(b) The Notice shall explain the procedure for Settlement

Class members to object to the Settlement by submitting written Objections to the Court no later than sixty (60) calendar days after the Notice Date. The written Objection must include the objector's name, address, personal signature, a statement of grounds for the objection, a statement whether the objector intends to appear at the Final Fairness Hearing, either in person or through counsel, and if through counsel, identifying counsel by name, address, and telephone number. Settlement Class members who fail to make objections in the manner specified in this paragraph shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class members who submit a timely Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no time shall any of the Parties or their respective counsel seek to solicit or otherwise encourage Settlement Class members to file or serve Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Members who submit a written request for exclusion are not entitled to object to the Settlement.

12. **Blow-Up Clause.** The Settling Defendants in their sole discretion may void this Agreement if Settlement Class members who together worked a total over 150 hours with Shawn Banks opt out of the settlement. The Settling Defendants shall have fourteen (14) days after receiving the final Opt Out list from the Settlement Administrator to choose whether or not to exercise this option and shall negotiate in

good faith with Class Counsel in an effort to reach an amended Settlement Agreement if they choose to exercise this option.

13. **Non-Disparagement.** Plaintiffs agree that they shall not publicly disparage the Settling Defendants, the Related Entities and their shareholders and senior personnel, including Michael Dickerson, Nanette Bitner, Edward Lake, Heidi Pyers, Martin Haller and Jennifer Sheldon. The Settling Defendants agree that they will not publicly disparage Plaintiffs. The Parties agree that referring to statements in publicly filed pleadings, media accounts, or other matters of public record in this case would not constitute disparagement in violation of this paragraph. The provisions of this paragraph do not apply to the McDonald's Defendants.

14. **Confidentiality.** The Parties and their respective counsel shall keep confidential all communications regarding the negotiation and drafting of this Agreement. They agree that they will not make any public statements, including any statements to the media, or any statements to the Fight for 15 or the SEIU regarding the Settlement or its terms prior to the filing of the motion for preliminary approval of the Settlement, provided however they may notify the Court that, "The parties have settled the case subject to court approval," while not mentioning the terms. Nothing in this paragraph shall restrict the Plaintiffs, the Class Members, Class Counsel, the Settling Defendants and their counsel from making any disclosures necessary to seek Court approval of this Settlement.

15. **Preliminary Approval and Class Notice.** At the earliest practicable time after execution of this Agreement, Class Representatives will move the Court for an

Order Preliminarily Approving this Settlement. Class Representatives will request that the Court enter an Order Preliminarily Approving the Class Action Settlement and Approving the Class Notice (the “Preliminary Approval Order”) in the form attached hereto as Exhibit 3, including approving the Notice of Class Action Settlement in the form attached hereto as Exhibit 1, and the Claim Form attached hereto as Exhibit 2, which will be sent to the Settlement Class members identified in the Shift Overlap Chart, Exhibit 5. Settling Defendants will file a Statement of Non-Opposition to the Preliminary Approval Motion filed by Class Representatives.

16. **Class List and Contact Information.** Settlement Class membership is determined based on the Shift Overlap Chart, Exhibit 5. Within fourteen (14) days of the Preliminary Approval Order, Settling Defendants will provide the Settlement Administrator with a Class List and Contact Information for the Settlement Class, to include last known name, last known address, last known telephone number, last known email address (if any), and Social Security Number. Settling Defendants will provide the same Class List and Contact Information to Class Counsel, but will omit Social Security Numbers. Within fourteen (14) days of the Preliminary Approval Order, Class Counsel will provide the Settlement Administrator with any updated Contact Information they have received from Settlement Class members with whom they have been in contact, including last known name, last known address, last known telephone number, and last known email address.

17. **Settlement Administrator.** The Parties have engaged a third-party Settlement Administrator, Settlement Services, Inc., to provide class action

settlement administrative services (“Settlement Administrator”). The Settlement Administrator shall have the following duties:

(a) Establish a Qualified Settlement Fund (QSF) to receive the Gross Settlement Payment, and maintain that QSF, including filing all necessary tax documents and making all necessary tax payments;

(b) Mail the Class Notice along with the Claim Form and a postage prepaid return envelope by U.S. Mail to Settlement Class members within fourteen (14) days of receiving the Class Lists from Settling Defendants and Class Counsel (after updating any addresses through the United States Postal Service’s National Change of Address System) and email the Class Notice and Claim Form to all Settlement Class members for whom either Party provides an email address, within fourteen (14) days of receiving the Class Lists from Settling Defendants and Class Counsel;

(c) Re-mail all Class Notices returned with forwarding addresses within five (5) business days of receipt;

(d) Skip-trace using Social Security Numbers all Class Notices returned without forwarding addresses, and re-mail such Class Notices within five (5) business days of receipt;

(e) Using Social Security Numbers, search for more accurate addresses for all Settlement Class members who have not returned a Claim Form, Request for Exclusion, or Objection within thirty (30) days after Class Notice has been mailed and mail a reminder postcard to such Settlement Class

members at their original or any newly located mailing address;

(f) For any potentially invalid Claim Form, return it to the Settlement Class member with a notice of deficiency (“Deficiency Notice”), and provide that Settlement Class member with fourteen (14) days to cure the deficiency;

(g) Collect, date stamp, track, process and disseminate copies to Class Counsel and Settling Defendants’ counsel all Claim Forms, Requests for Exclusion, Objections, and Deficiency Notices on a weekly basis or more frequently as requested by counsel and provide a final Opt-Out list to all counsel within fourteen (14) days of the deadline for receipt of Opt-Out Requests;

(h) Review and score Claim Forms according to the Plan of Allocation set forth in Paragraph 10, determine whether each Claim Form is valid, determine the number of points allocated to each Settlement Class member, determine the total amount owing to each Settlement Class member (“Individual Settlement Award”), and report same to Class Counsel and Settling Defendants’ counsel;

(i) Within twenty-eight (28) days of the Effective Date, mail Individual Settlement Award checks to all Settlement Class members who submitted timely Claim Forms, and skip-trace and re-mail any returned Individual Settlement Award checks within five business days of receipt; mail Court-approved Incentive Payments to Plaintiffs and pay all Court-Approved Litigation Expenses and Attorneys’ Fees to Class Counsel;

(j) Handle all IRS and other jurisdiction tax reporting requirements, including creating and sending 1099s to Settlement Class members and filing tax returns and paying taxes on behalf of the QSF;

(k) Draft declarations, reports, or other information required by the Court, Class Counsel, or Settling Defendants' counsel in support of Final Approval or otherwise, including a final Affidavit of Completion;

(l) Maintain a toll-free number for Settlement Class members to call with questions about the Settlement or Claim Form and respond to any such inquiries;

(m) Maintain a website with information about the Settlement, including copies of the Third Amended Complaint, the Court's Order on Class Certification, this Settlement Agreement, the Notice and Claim Form, the Preliminary Approval Motion and Order, Plaintiffs' Motion for Attorneys' Fees and Costs, and the Final Approval Motion and Order, through which Settlement Class Members can submit Claim Forms;

(n) Keep Class Counsel and Settling Defendants' counsel reasonably apprised of the progress of the Settlement Administrators' tasks and perform such other duties as are reasonably required by the Court, Class Counsel, and Settling Defendants' counsel.

(o) The Parties will have the opportunity to review the list of claims, Claim Forms, and point allocation for the purposes of objection, meet and confer about any objections and discuss them with the Settlement

Administrator, and provide to the Settlement Administrator any documents that contradict statements in the Claim Forms, including Settling Defendants' employment records and prior sworn testimony, including deposition transcripts and declarations. If a Claim Form conflicts with a Settlement Class Member's signed declaration or deposition testimony, the declaration or deposition testimony will govern. The final decision of the Settlement Administrator about the accepted and rejected claims, and the points allocated to each, will be final and binding.

(p) Individual Settlement Award checks must be cashed within 90 days of mailing, and will become stale thereafter. For any Individual Settlement Award check that is uncashed within 90 days of mailing and becomes stale as a result, the Settlement Administrator will deposit those funds with the State of Michigan Department of Treasury as Unclaimed Property, so that the Settlement Class member can later retrieve the funds through the State of Michigan's Unclaimed Property website.

(p) All of the above Costs of Settlement Administration, including but not limited to the costs of providing notice and distributing the settlement payments to the Settlement Class members who timely submitted a Claim Form shall be paid out of the Settlement Payment.

18. **Notice pursuant to 28 U.S.C. § 1715.** The Settling Defendants will notify the appropriate government officials of the settlement sufficient to satisfy the requirements of 28 U.S.C. § 1715 no later than ten (10) days after Plaintiffs have filed

their Motion for Preliminary Approval, and file with the Court proof that such Notice has been provided at or before the time that Plaintiffs file their Motion for Final Approval.

19. **Final Approval Order.** The Parties agree to request that the Court enter a Final Order and Judgment of Classwide Settlement (the “Final Approval Order”) in the form attached hereto as Exhibit 4.

20. If the Court does not grant preliminary or final approval of the Settlement contemplated under this Agreement or if the Court’s Final Approval Order is reversed or substantially modified on appeal, or Settling Defendants exercise their rights under the Blow-Up provision, then the Judgment, this Agreement and the Settlement shall be null and void *ab initio* and all Parties shall have the same rights that they had prior to entering into this Agreement. The Gross Settlement Payment shall be returned to Settling Defendants, less any costs already incurred by the Settlement Administrator. If the Court requires non-substantive changes in the Preliminary or Final Approval Order, such non-substantive changes will not invalidate this Agreement, and the Parties will negotiate in good faith to meet the Court’s requirements.

21. **Effective Date.** The Effective Date shall be: (i) if any timely objections are filed, the date of expiration of the time to file appeals regarding the Final Approval Order, or the resolution of any such appeals in a way that does not alter the terms of the Settlement; or (ii) if no timely objections are filed, the date upon which the Court enters the Final Approval Order and Judgment.

22. **Final Order of Dismissal.** The Parties agree to direct their respective counsel to submit the Final Order of Dismissal, in the form attached as Exhibit 6, within fourteen (14) days of the Settlement Administrator's certification that all Individual Settlement Award checks have been mailed to Settlement Class members.

23. **Settlement Class Enjoined.** On the Effective Date, Plaintiffs and the other members of the Settlement Class who did not submit a timely Request for Exclusion (and any person or entity claiming by or through her, as heir, administrator, devisee, predecessor, successor, attorney, representative of any kind) will be forever barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against the Settling Defendants or their officers, directors, shareholders, members, partners, agents and employees of any kind, in any jurisdiction based on the Released Claims; and all persons shall be forever barred and permanently enjoined from filing, commencing, or prosecuting any other lawsuit as a class action against Settling Defendants and their officers, directors, shareholders, members, partners, agents and employees of any kind on behalf of members of the Settlement Class who have not submitted a timely Request for Exclusion if such other lawsuit is based on the Released Claims.

24. **Agreement as Defense.** The Settlement Agreement may be pled as a full and complete defense to any action, suit or other proceeding that may be instituted

or prosecuted with respect to any of the Released Claims. The Parties fully agree that this Agreement may be pled as necessary for the purpose of enforcing this Agreement in any court of competent jurisdiction.

25. **Jurisdiction of the Court.** The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their respective counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith

26. **Miscellaneous Provisions.**

(a) Notices to Plaintiffs and the Settlement Class shall be sent to Class Counsel at:

Darcie Brault
McKnight, Canzano, Smith, Radtke & Brault, P.C.
423 N. Main Street, Suite 200
Royal Oak, MI 48067

(b) Notices to the Settling Defendants shall be sent to:

C. Thomas Ludden
Lipson Neilson P.C.
3910 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48302

(c) This Agreement (including its exhibits) is intended to be a full and complete expression of the Parties' agreement. It supersedes any prior representation and agreement between the Parties or their legal counsel. This Agreement may not

be altered, amended, or extinguished except by a writing that expressly refers to this Agreement and is signed subsequent to the execution of this Agreement by all of the Parties.

(d) The Parties agree that they each shall undertake any required steps to effectuate the purposes and intent of this Agreement.

(e) The Parties agree that any rule of interpretation requiring ambiguities to be resolved against the drafting party shall not apply to the interpretation to this Agreement.

(f) This Agreement shall be governed by and interpreted by the laws of the State of Michigan without regard to any choice of law rules.

(g) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile, PDF email, and DocuSign signatures are acceptable for the execution of this Agreement.

(h) The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts.

(i) This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective agents, employees of any kind,

representatives, trustees, officers, directors, shareholders, members, partners, divisions, parent corporations, subsidiaries, heirs, assigns, and successors in interest.

(j) Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date set forth underneath their respective signatures.

DocuSigned by:
Jenna Ries
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Jenna Ries

Dated: March 31, 2022

Emily Anibal

Dated: March ___, 2022

MLMLM Corporation

By: Michael Dickerson
Its President

Dated: March ___, 2022

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: March ___, 2022

Katlyn Barber

Dated: March ___, 2022

Joanne Bishop

Dated: March ___, 2022

M.A.A.K.S., Inc.

By: Michael Dickerson
Its President

Dated: March ___, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: March ___, 2022

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Counsel for Plaintiffs and the Class

Dated: March __, 2022

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Joanne Bishop

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Emily Anibal

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Emily Anibal

Dated: March __, 2022

MLMLM Corporation

By: Michael Dickerson
Its President

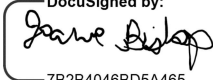
Dated: March __, 2022

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: March __, 2022

Katlyn Barber

Dated: March __, 2022

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Joanne Bishop

Dated: March ³¹__, 2022

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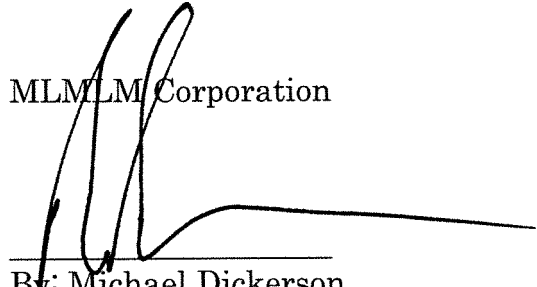
Katlyn Barber

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Emily Anibal

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MLMLM Corporation



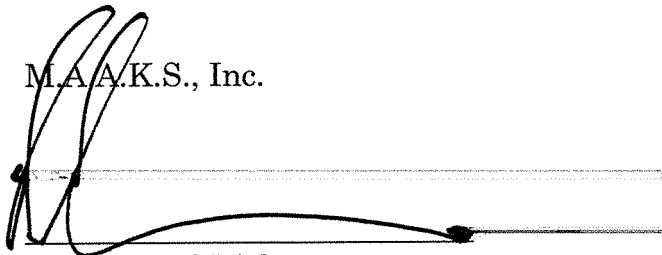
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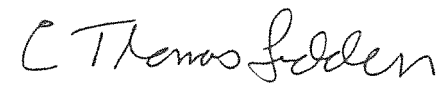


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Counsel for Plaintiffs and the Class

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Counsel for Settling Defendants

Dated: March 31, 2022

representatives, trustees, officers, directors, shareholders, members, partners, divisions, parent corporations, subsidiaries, heirs, assigns, and successors in interest.

(j) Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date set forth underneath their respective signatures.

Jenna Ries

Dated: March __, 2022

Katlyn Barber

Dated: March __, 2022

Emily Anibal

Dated: March __, 2022

Joanne Bishop

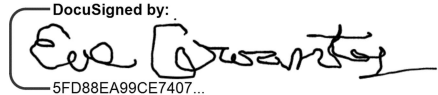
Dated: March __, 2022

MLMLM Corporation

M.A.A.K.S., Inc.

By: Michael Dickerson
Its President

Dated: March __, 2022

DocuSigned by:

5FD88EA99CE7407...

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: March ³¹__, 2022

By: Michael Dickerson
Its President

Dated: March __, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: March __, 2022

EXHIBIT 1

UNITED STATES DISTRICT COURT – WESTERN DISTRICT OF MICHIGAN

Notice of Settlement of Class Action

If You Were a Woman Who Worked in a Position Below the Level of Assistant Manager at the McDonald's Restaurant Located At 730 North Cedar Street In Mason, Michigan Since November 12, 2016, a Proposed Class Action Settlement May Affect Your Rights.

You May Be Entitled to Monetary Compensation.

You must file a Claim Form by [DATE] to receive money from the Settlement.

You must take action by [DATE] to preserve your legal rights.

A U.S. Federal Court has authorized this Notice.

It is not from a lawyer. You are not being sued.

You are receiving this notice because there is a proposed settlement of a class action lawsuit brought by Jenna Ries, Katlyn Barber, Emily Anibal, and Joanne Bishop (“Plaintiffs”) against McDonald’s USA, LLC, McDonald’s Corporation, MLMLM Corporation and MAAKS, Inc. (“Defendants”). The lawsuit is called *Jenna Ries, et al., v. McDonald’s USA, LLC, et al.*, No. 1:20-CV-00002-HYJ-RSK (W.D. Mich.), and is pending before Judge Hala Y. Jarbou, in the United States District Court for the Western District of Michigan.

In the lawsuit Plaintiffs brought sexual harassment claims on behalf of all women who worked in a position below the level of Assistant Manager at the McDonald’s restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks (“Banks”) since November 12, 2016 (the “Class”). The lawsuit alleges that Shift Manager Banks sexually harassed Plaintiffs and other female workers at the 730 North Cedar Street McDonald’s restaurant in Mason, Michigan, and created a hostile work environment.

The Defendants have denied and continue to deny all of Plaintiffs’ allegations in the lawsuit.

Rather than continue to litigate this lawsuit, Plaintiffs and Defendants MLMLM and MAAKS (the “Settling Defendants”) have reached a proposed settlement. The monetary value of the settlement is \$1.5 million dollars. Under the terms of the settlement, all Settlement Class members who file a timely Claim Form will receive a payment in an amount to be determined on a proportional basis that depends on the number of shifts they worked with Banks and the sexual harassment they experienced.

The Court dismissed Plaintiffs’ claims against McDonald’s USA and McDonald’s Corporation. The Court has not decided on the merits of Plaintiffs’ claims against the Settling Defendants, or Settling Defendants’ defenses.

The Court has preliminarily approved the settlement. However, settlement payments cannot be distributed until after the Court grants final approval of the settlement and after any possible appeals are resolved. You have been identified as a Class member entitled to receive a payment as part of the settlement.

Your legal rights are affected by the Court’s decision to certify a class, and you have various **choices** to make now. **You must act before [DATE] or you will lose your right to receive a payment as part of the settlement.** Please read the following pages carefully, including the *Summary of Your Rights and Choices* and the *Settlement Benefits and My Options* sections, which are below.

Summary of Your Rights and Choices:

*Your Legal Rights Are Affected Even If You Do Not Act.
Read This Notice Carefully.*

You May:	Effect of Choosing this Option:	Due Date:
<i>Exclude Yourself</i>	You can choose to get out of the Settlement Class and keep your right to sue Defendants on your own in regard to the claims in the lawsuit. To exclude yourself from participating in the settlement, you must follow the exclusion procedure below in <u>Section 11</u> .	<u>Postmarked or E-Mailed by Month XX, 2022</u>
<i>File Objection</i>	If you do not exclude yourself, you can remain a Class member but still write to the Court about why you disagree with the terms of the settlement. See Section 12. You should also proceed with the instructions below for the option, “Receive Payment from the Settlement Fund.”	<u>Postmarked or E-Mailed by Month XX, 2022</u>
<i>Appear at a Hearing</i>	If you do not exclude yourself, you can also ask to speak to the Court about the fairness of the settlement. You should also proceed with the instructions below for the option, “Receive Payment from the Settlement Fund.”	<u>The Final Approval Hearing will be on Month XX, 2022 at the Federal Courthouse in Lansing, Michigan, 113 Federal Building, 315 W Allegan Street, Lansing MI 48933.</u>
<i>Do Nothing</i>	You will be bound by the terms of the settlement as a member of the Settlement Class and will give up your rights to sue Defendants for any and all claims alleged in the lawsuit. You will not receive any payment from the Settlement Fund, however, unless and until you file the attached Claim Form. (See “Receive Payment from the Settlement Fund,” below.)	
<i>Receive Payment from the Settlement Fund</i>	If you wish to be included in the Class Settlement and receive payment from the Settlement Fund, you must file the attached Claim Form. See Section 7.	<u>Claim Form Postmarked, E-Mailed, or Submitted Online by Month XX, 2022</u>

BASIC INFORMATION.....	4
1. Why did I get this Notice.....	4
2. What is a Class Action?.....	4
3. What is this Class Action about?.....	4
4. Who are the Class Members?	4
5. Why is the Class Action Being Settled?.....	5
RECEIVING PAYMENT FROM SETTLEMENT FUND.....	5
6. How much will I receive from the Settlement?	5
7. What should I do to receive a payment from the Settlement Fund?.....	5
REMAINING IN THE CLASS	6
8. What happens if I do nothing and stay in the Class?	6
9. If I remain in the Class, what am I giving up?.....	6
EXCLUDING YOURSELF FROM THE CLASS.....	6
10. Why would I want to be excluded from the Class?	6
11. How do I exclude myself from the Class?.....	7
OBJECTING TO THE SETTLEMENT	
12. How do I object to the Settlement?.....	8
THE LAWYERS REPRESENTING YOU	9
13. Do I have a lawyer representing my interests in this case?	9
14. How Will the Lawyers be Paid?	9
15. How Will the Class Representatives be Paid?	9
THE COURT’S FINAL APPROVAL HEARING.....	10
16. When and Where will the Court Decide Whether to Approve the Settlement?	10
17. Do I have to attend the Hearing?	10
18. Can my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?	10
GETTING MORE INFORMATION	10
19. Where do I obtain more information?	10

BASIC INFORMATION

1. Why did I get this Notice?

The Court directed this Notice to be sent to you because Settling Defendants' records indicate that you are a member of the Settlement Class—that is, that you were a woman who worked below the level of Assistant Manager at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan, and worked one or more shifts with Shawn Banks since November 12, 2016—and therefore you are entitled to payment pursuant to the terms of the settlement.

If you are a member of the Settlement Class, the proposed settlement will affect your legal rights. Therefore, it is important that you read this Notice carefully. You have choices to make before the Court decides whether or not to approve the settlement.

2. What is a Class Action?

In a class action lawsuit, one or more people called "Representative Plaintiffs" sue one or more defendants on behalf of other people who may have similar claims. All these people together are a "class" or are "class members." A court determines whether it will allow a lawsuit to proceed as a class action. If it does, a trial then decides the lawsuit for everyone in the class or the parties may settle without a trial.

In a class action, one court resolves the common issues for everyone in the class—except for those people who choose to exclude themselves from the class.

3. What is this Class Action about?

The lawsuit alleges that Defendants operated a McDonald's restaurant in Mason, Michigan and that Shift Manager Shawn Banks sexually harassed female employees and created a hostile work environment in violation of state and federal law. Defendants deny these allegations.

The Court has approved the certification of a class of all women who worked in a position below the level of Assistant Manager at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016. The Court concluded that the question of whether the Settling Defendants are liable under Title VII of the Civil Rights of 1964 and Michigan's Elliot-Larsen Civil Rights Act are common issues deserving class action treatment.

Plaintiffs and Settling Defendants have reached a settlement in this case. The Court has not ruled on the merits of Plaintiffs' claims or on Settling Defendants' defenses. (The Court did dismiss McDonald's USA and McDonald's Corporation from the lawsuit.) Rather, the Court has simply certified a class against the Settling Defendants and tentatively approved the proposed settlement.

4. Who are the Settlement Class Members?

All women who worked in a position below the level of Assistant Manager at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016.

If you received this Notice, you have been determined through Settling Defendants' time records to be an eligible Settlement Class Member.

As such, you qualify for a payment from the settlement fund, so long as you submit a valid Claim Form no later than [DATE}.

5. Why is the Class Action Being Settled?

This matter is being settled because Settling Defendants and Plaintiffs have agreed to a settlement of this case in order to avoid the costs and risks of trial.

SETTLEMENT BENEFITS AND MY OPTIONS

6. How much will I receive from the Settlement?

The settlement agreement, if approved, provides monetary benefits to the Class.

As part of the settlement, Settling Defendants have agreed to pay \$1,500,000 to the Class. This is called the Settlement Fund. Each Class Member who submits a valid and timely Claim Form will receive a proportional share of the Settlement Fund.

As described below in Section 14, if the settlement is approved, the attorneys representing the Class (“Class Counsel”) will have their attorneys’ fees and litigation costs paid by Settling Defendants out of the Settlement Fund. Also, as described below in Section 15, Plaintiffs are requesting that the Court approve Incentive Payments from the Settlement Fund. All Settlement funds remaining after Court-approved attorneys’ fees, litigation expenses, administration costs, and Incentive Payments will be paid to Settlement Class members. This is called the Net Settlement Fund.

Each Settlement Class member who files a timely Claim Form will be paid a proportional share of the Net Settlement Fund based on the number of shifts she worked with Shawn Banks on or after November 12, 2016, and the amount and manner of sexual harassment she experienced based upon the point system described below. The number of shifts each Settlement Class Member worked with Shawn Banks will be determined from Settling Defendants’ time punch records.

Points will be allocated as follows: (a) Class members who worked between one and 10 shifts with Shawn Banks will receive one point; (b) Class members who worked between 11-50 shifts with Shawn Banks will receive two points ; (c) Class members who worked between 51-99 shifts with Shawn Banks will receive three points; (d) Class members who worked 100 or more shifts with Shawn Banks will receive four points; (e) Class Members who were inappropriately touched by Shawn Banks will receive up to two points; (f) Class Members who had sexual relations with Shawn Banks because he pressured or coerced her to do so will receive up to two points; and (g) Class Members who were forced to quit rather than continue to work in the hostile work environment created by Shawn Banks, or who were terminated after reporting the harassment, will receive two points. Each Settlement Class member will receive a proportional cash payment based on the number of points received in comparison with all the other Settlement Class members who file a timely Claim Form.

7. What should I do to receive a payment from the Settlement?

To receive your share of the Net Settlement Fund, you must fill out the Claim Form that is included with this Notice truthfully under penalty of perjury, date and sign it, and submit it, by first class United States mail (postmarked on or before **Month XX, 2022**) in the enclosed postage prepaid envelope or by e-mail (on or before **Month xx, 2022, at 11:59 p.m.**), or through the website (on or before **Month xx, 2022 at 11:59 p.m.**) to:

Ries v. McDonald's Settlement Administrator
Settlement Services, Inc.
P.O. Box 10269
Tallahassee, FL 32302-2269

claims@ssiclaims.com

www.mcdonaldsmasonsettlement.com

Only one Claim Form is needed, and only one Claim Form will be accepted.

YOU MUST SUBMIT A TIMELY CLAIM FORM TO RECEIVE A CASH PAYMENT.

If you file a Claim Form to receive a payment from the Settlement Fund, you will receive an IRS Form 1099-MISC for the amount of the payment made to you. **You will be responsible for the payment of any federal and state taxes due as a result of the cash payment.**

You should seek the advice of a tax professional if you have any questions about the tax implications of this settlement.

REMAINING IN THE CLASS

8. What happens if I do nothing and stay in the Settlement Class?

If you do nothing, you will be included in the Settlement Class, and you will be bound by the terms and conditions of the Settlement. If you do nothing, you will not receive a payment out of the Settlement Fund, but you will still be bound by the terms and conditions of the Settlement.

9. If I remain in the Settlement Class, what am I giving up?

If the Court approves the settlement, you will have released all Defendants from any further claims related to the matters raised in this lawsuit, meaning that you cannot ever sue any of the Defendants about the issues raised by this lawsuit based upon conduct that occurred prior to the Effective Date of the settlement.

The full text of the release is in Paragraph 7 of the Settlement Agreement, which is available on the website at www.mcdonaldsmasonsettlement.com. Should you have any questions about the release, you may contact Class Counsel.

If you remain in the Settlement Class, you are entitled to a payment from the Settlement Fund. You must submit a Claim Form by [DATE] to receive a payment. If you do not submit a Claim Form, and you do not exclude yourself from the Settlement Class, you are still bound by the terms and conditions of the Settlement, meaning that you are still giving up your right to sue any of the Defendants for the released claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

10. Why would I want to be excluded from the Settlement Class?

You do not have to take part in the settlement or be a member of the Settlement Class. You can exclude yourself from the settlement by "opting out." If you exclude yourself, you will not get a payment from the Settlement Fund. If you exclude yourself, you cannot object to the settlement.

Any Court orders in the case will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit against the Defendants.

If you have sued any of the Defendants and want to continue with your suit, you need to personally ask to be excluded from the Settlement Class. If you exclude yourself, you will not be legally bound by the Court's judgments in this case. Similarly, if you wish to start your own lawsuit against any of the Defendants, you must exclude yourself from the Settlement Class. Should you do so, you will have to hire and pay your own lawyer for that lawsuit and prove your own claims. If you do exclude yourself so you can start your own lawsuit against Defendants, you should talk to your own lawyer immediately, because your claims may be subject to a statute of limitations, meaning that your deadline to file a lawsuit will expire.

11. How do I exclude myself from the Settlement Class?

If you are a member of the Settlement Class and wish to be excluded from the settlement, you must send a written request, signed by you personally, which includes all of the following:

- Your legal name, and any other name you used while working at the McDonald's restaurant at 730 North Cedar Street in Mason, Michigan.
- Your current address and telephone number;
- The name and number of the lawsuit: *Jenna Ries, et al., v. McDonald's USA, LLC, et al.*, No. 1:20-CV-00002-HYJ-RSK (W.D. Mich.).
- A statement that you want to be excluded from the Class and the settlement, signed personally by you.

All exclusion requests must be mailed first class United States mail, postmarked on or before **Month XX, 2022**, to:

Ries v. McDonald's Settlement Administrator
Settlement Services, Inc.
P.O. Box 10269
Tallahassee, FL 32302-2269

Any request for exclusion must contain your personal signature, which shall be an indication to the Court that you wish to be excluded from the Class. You cannot exclude yourself by phone or by e-mail. Further, if you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU WRITE A STATEMENT REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT, SIGN IT, AND TIMELY MAIL IT, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE CLAIMS AGAINST DEFENDANTS REGARDING THE MATTERS RESOLVED IN THIS SETTLEMENT. SHOULD YOU WISH TO EXCLUDE YOURSELF FROM THIS SETTLEMENT, IT IS IMPORTANT THAT YOU FOLLOW THE ABOVE INSTRUCTIONS CAREFULLY.

12. How do I object to the Settlement?

If you don't like the Settlement, you may file an objection to it. This means you can tell the Court that you disagree with the Settlement or some of its terms. For example, you can say you don't think the Settlement is fair, or that you object to the amount of the attorneys' fees, costs, or expenses. The Court will consider your views but may approve the Settlement anyway.

You can object **only** if you do not exclude yourself from the Settlement Class (i.e., you do not "opt out"). If you do exclude yourself from the Settlement Class (i.e., you "opt out"), as outlined in Section 11, above, you cannot object to the Settlement's terms.

To object, either you or a lawyer of your own choosing must prepare an objection that contains all of the following:

1. The name and title of the lawsuit: *Jenna Ries, et al., v. McDonald's USA, LLC, et al.*, No. 1:20-CV-00002-HYJ-RSK (W.D. Mich.);
2. A written statement listing your objections and clearly specifying the reasons for **each** objection;
3. A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to talk about your objections; and
4. Copies of documents (if any) you or your lawyer will provide at the Final Approval Hearing.

Your objection(s) must be filed with the Court and mailed to the Settlement Administrator no later than **Month XX, 2022**. Any objection postmarked after that date will be rejected.

To File an Objection, Mail it to:

Clerk of the Court
United States District Court
Western District of Michigan
113 Federal Building
315 W Allegan St
Lansing MI 48933

Mail a copy of the Objection to:

Ries v. McDonald's Settlement Administrator
Settlement Services, Inc.
P.O. Box 10269
Tallahassee, FL 32302-2269

Objections postmarked after **Month XX, 2022** are untimely and will not be considered by the Court.

Even if you object to the settlement, you may still file a Claim Form. If you want to receive your share of payment if the Court approves the settlement, file a Claim Form by **[DATE]** as instructed in Section 7.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer representing my interests in this case?

Yes. The Court has appointed law firms to represent you and other Class Members. These lawyers are referred to as Class Counsel, and include:

Darcie R. Brault (P43804)
McKnight, Canzano Smith,
Radtke & Brault, P.C.
423 N. Main Street, Suite 200`
Royal Oak, MI 48067

Eve H. Cervantez
Altshuler Berzon, LLP
177 Post Street, Suite 300
San Francisco, CA 94108

Gillian Thomas
American Civil Liberties Union
Women's Rights Project
125 Broad St., 18th Floor
New York 10004-2454

You may contact Class Counsel via email at masonclassaction@altber.com or by telephone at (888) 843-7043.

You will not be charged directly by Class Counsel for their services, but they will ask the Court to award them a fee from the Settlement Fund. After they file it, their request for attorneys' fees will be available on the website mcdonaldsmasonsettlement.com. More information about Class Counsel and their experience is available at the website www.mcdonaldsmasonsettlement.com.

If you so desire, you may hire your own attorney. However, you will be responsible for paying that attorney's fees and expenses yourself.

14. How Will the Lawyers be Paid?

The lawyers who represent the Class will ask the Court for reimbursement of their out-of-pocket expenses and an award of attorneys' fees based on their work in this case. The amount of attorneys' fees and costs to be awarded will be determined solely by the Court. Under the terms of the settlement agreement and subject to Court approval, Class Counsel will request that the Court award 25% of the Gross Settlement Fund, that is, \$375,000 in attorneys' fees and \$70,000 as reimbursement of their out-of-pocket costs associated with prosecuting this case and effectuating the settlement.

These attorneys' fees and litigation expenses approved by the Court will be paid directly out of the Settlement Fund.

The settlement agreement provides further details on attorney fees payable to Class Counsel, and a copy of the settlement agreement may be obtained on the website, www.mcdonaldsmasonsettlement.com.

15. How Will the Class Representatives be Paid?

To compensate the Class Representatives (Jenna Ries, Katlyn Barber, Joanne Bishop, and Emily Anibal) for their work in this case on behalf of the Class and for the release of any individual claims they may have, the Class Representatives will each be awarded up to \$10,000 Incentive Payment (if

approved by the Court), in addition to their regular settlement payments. The Incentive Payments will be subtracted from the Settlement Fund.

THE COURT'S FINAL APPROVAL HEARING

16. When and Where will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **Month, XX, 2022 at X:XX A.M.** At this hearing, the Court will consider whether or not the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the settlement.

The Hearing will be held at: United States District Court for the Western District of Michigan, the Honorable Hala Y. Jarbou, 113 Federal Building, 315 W Allegan Street, Lansing MI 48933.

17. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer questions the Court may have, but you may appear at your own expense. If you send a written objection, the Court will consider it. You may also pay your own lawyer to attend the hearing if you desire.

18. Can my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?

Yes. If you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Attorney's Notice of Appearance and any your written objections are postmarked or received by the Court and Settlement Administrator by **Month XX, 2022**. If you do this, however, you will have to pay your lawyer to appear yourself.

GETTING MORE INFORMATION

19. Where can I get more information?

If you want additional information, you may call or email Class Counsel at the address and telephone number listed above in Section 13.

You may also call the Settlement Administrator toll free at (833) 967-3924 or email them at claims@ssi.claims.com.

In addition, the Settlement Administrator has created a specific website containing relevant documents, including the class action complaint, complete settlement agreement, and Claim Form: www.mcdonaldsmasonsettlement.com.

The specific terms of the settlement are outlined in the legal documents that have been filed with the Court. You can also look at and copy these documents at any time during regular office hours at the Office of the Clerk of Court for the United States District Court for the Western District of Michigan, 113 Federal Building, 315 W. Allegan Street, Lansing MI 48933. If you have a PACER account, you may view the documents on the Court's CM/ECF website.

**PLEASE DO NOT CONTACT THE COURT REGARDING
THE CONTENTS OF THIS NOTICE**

EXHIBIT 2

Ries, et al. v. McDonald's, et al.

United States District Court for the Western District of Michigan

Case Number 20-cv-0002-HYJ-RSK

Claim Form

Some of the parties to the class action lawsuit, *Ries, et al. v. McDonald's et al.*, have reached a class action settlement of \$1.5 million on behalf of all women who worked in a position below the level of Assistant Manager at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016 (the "Class").

Based on the McDonald's restaurant's records, you are a member of the Class, and are entitled to payment from the settlement, **but only if** you fill out, sign, date, and return this Claim Form by **DATE**.

If you want to receive your share of money from this class action settlement, you must complete and return this Claim Form by [date] to the Settlement Administrator by U.S. mail, email, or website submission, as described in Paragraph 5.

GENERAL INSTRUCTIONS

1. **Purpose of this Claim Form.** The Settlement Administrator will use the responses on this Claim Form to help determine the amount of money you should receive from the class action settlement. If you fill out, sign, date and return this Claim Form by [DATE], you will receive a payment from the settlement fund. The amount of money that you will receive is based, in part, on the number of shifts that you worked with Shawn Banks at the McDonald's restaurant located at 730 North Cedar Street in Mason since November 12, 2016, as determined by records maintained by Settling Defendants, MLMLM and MAAKS. Your responses on the Claim Form will also help to determine the amount of money that you will receive.
2. **Your answers on the Claim Form will be confidential.** All of your responses on this Claim Form will be kept confidential. The Claim Form will be viewed only by four people: (a) the Court-appointed Settlement Administrator; (b) your lawyers ("Class Counsel," Gillian Thomas and the ACLU Women's Rights Project, Eve Cervantez and Altshuler Berzon LLP, and Darcie Brault and McKnight Canzano Smith Radtke & Brault P.C.); (c) the Settling Defendants, MLMLM and MAAKS, and their lawyers (Tom Ludden and Angela Jackson); and (d) possibly, the judge. MLMLM, MAAKS, and their lawyers may review personnel files or other records to validate information in this Claim Form. The goal of all of these individuals' review of the Claim Form is to ensure that all Settlement Class members are paid fairly.
3. **Your answers must be truthful.** You must sign and date the Claim Form and swear that your responses are truthful under penalty of perjury. Your responses may be verified by examination of your employment records and your prior sworn testimony and/or declaration, if any.

4. **You may need to provide additional information.** The Settlement Administrator may contact you to obtain additional information, and you will need to respond and provide that additional information, if requested.
5. **How and when to submit this form.** To be eligible to receive money from the Settlement Fund, you must fill out this Claim Form truthfully under penalty of perjury, date and sign it, and submit it, by first class United States mail (postmarked on or before **Month XX, 2022**) in the enclosed postage prepaid envelope or by e-mail (on or before **Month xx, 2022, at 11:59 p.m.**), or through the website (on or before **Month xx, 2022 at 11:59 p.m.**) to:

Ries v. McDonald's Settlement Administrator
Settlement Services, Inc.
P.O. Box 10269
Tallahassee, FL 32302-2269

claims@ssicclaims.com

www.mcdonaldsmasonsettlement.com

6. **If you have questions.** If you have questions about the Notice or this Claim Form, or if you need help filling out the Claim Form or submitting the Claim Form, please contact Class Counsel via email at masonclassaction@altber.com or by telephone at (888) 843-7043. One of Class Counsel's jobs is to answer your questions and help you fill out the Claim Form. Please do not call the judge, the Clerk of Court, McDonald's, MLMLM/MAAKS, or lawyers for MLMLM/MAAKS or McDonald's.
7. **If you move or change contact information.** If you move or change your physical address, email address, and/or phone number after you have submitted the Claim Form, please contact the Settlement Administrator by email at claims@ssicclaims.com or by telephone at (833) 967-3924. If you move or change your contact information and do not tell the Settlement Administrator about the change, you may not receive your money from the settlement fund.

Section A: Basic Information

Name:

Other name(s) you used while working at the McDonald's restaurant:

Mailing Address:

Cell Phone Number:

Home Phone Number (if your home and cell phone numbers are the same, please enter that number in both blanks):

Email Address (if you do not have an email address state "none"):

Section B: Questions About Sexual Harassment

1. Did Shawn Banks ever touch you in a way that made you uncomfortable: Yes No
2. If you answered yes to Question 1 above, how often did Shawn Banks touch you in a way that made you uncomfortable (check one box):

Once

A few times

Many times

Almost every shift I worked with him

3. If you answered yes to Question 1 above, please briefly describe how, when, and how frequently Shawn Banks touched you in a way that made you feel uncomfortable:

4. Did you have sexual relations with Shawn Banks because he pressured or coerced you to do so: Yes No

5. If you answered yes to Question 4 above, please briefly describe how, when, and how frequently Shawn Banks pressured or coerced you into having sexual relations:

6. Did you leave or quit your position at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan, rather than continue to work in the hostile work environment created by Shawn Banks: Yes No

7. If you answered yes to Question 6 above, please describe briefly when and why you quit or left, and whether you had a new job lined up at the time that you quit or left:

_____.

8. Were you fired and/or did you face other punishment for reporting sexual harassment at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan: Yes
No
9. If you answered yes to Question 8 above, please describe briefly when you reported the sexual harassment and to whom, and when you were fired and/or faced other punishment, and by whom:

As long as you sign and date the Claim Form, and return it to the Settlement Administrator by [DATE], you will receive a payment from the Settlement Fund, with the amount based on (a) the number of shifts that you worked with Shawn Banks, as determined from MLMLM/MAAKS records and (b) your answers to the above questions. You must answer all questions honestly, and by signing the Claim Form you swear to the truthfulness of your answers under penalty of perjury.

Attestation: I swear or affirm under penalty of perjury under the laws of the United States of America that my responses on this Claim Form are, to the best of my knowledge, true and correct. I understand that the Settlement Administrator may request additional information from me. I understand that my responses may be verified by examination of my employment records and prior sworn testimony and/or declaration, if any.

Date:

Signature:

Please submit your completed and signed claim form by [Response Date] to

Ries v. McDonald's Settlement Administrator
Settlement Services, Inc.
P.O. Box 10269
Tallahassee, FL 32302-2269

claims@ssicclaims.com

www.mcdonaldsmasonsettlement.com

EXHIBIT 3

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JENNA RIES, KATLYN BARBER, JOANNE
BISHOP, and EMILY ANIBAL, on behalf of
themselves and all those similarly situated,

Plaintiffs,

Case No. 20-cv-0002-HYJ-RSK

v.

Hon. Hala Y. Jarbou

McDONALD'S USA, LLC, McDONALD'S
CORPORATION, MLMLM CORPORATION
d/b/a McDONALD'S, and M.A.A.K.S., Inc.
d/b/a McDONALD'S of Williamston,

Mag. Judge Ray Kent

Defendants.

**PROPOSED ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Jenna Ries, Katlyn Barber, Joanne Bishop, and Emily Anibal, and MLMLM Corporation and M.A.A.K.S., Inc., (collectively, the "Parties"), by and through their undersigned attorneys, hereby submit this proposed Order for Preliminary Approval of Class Action Settlement:

The Court having reviewed and considered Plaintiffs' Motion for Preliminary Approval and supporting materials, including the Parties' Settlement Agreement, filed by Class Counsel, and Settling Defendants' Statement of Non-Opposition;

The Court having held a hearing on the Motion for Preliminary Approval on _____ where the Parties presented oral argument for preliminary approval of Class Action Settlement, including a description of the details of their settlement, plan of allocation, and notice plan, and otherwise fully advising the Court as to the settlement efforts that led to the Parties' Settlement Agreement; and

The Court having fully considered the record and the requirements of law; and good cause appearing;

**THE COURT HEREBY MAKES THE FOLLOWING FINDINGS AND ORDERS
AS FOLLOWS:**

1. The Court has subject matter jurisdiction under 28 U.S.C. §1331, and venue is proper in this district.

2. The Court has personal jurisdiction over Plaintiffs, Settlement Class Members, and the Settling Defendants, MLMLM and M.A.A.K.S.

3. The Court previously found that Plaintiffs established the necessary prerequisites for class certification under Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure. (ECF No. 285).

4. The Court previously certified the following class under Rule 23(b)(3):

All women who worked in a position below the level of Assistant Manager at Defendants' McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016 (the "Class").

(ECF No. 286).

5. The Court previously certified the following Title VII subclass under Rule 23(b)(3):

All members of the Class who worked during at least one shift with Shawn Banks since January 12, 2019.

(ECF No. 286).

6. The Court previously appointed attorneys Darcie R. Brault of McKnight, Canzano, Smith, Radtke & Brault, P.C, Eve H. Cervantez of Altshuler Berzon, LLP, and Gillian Thomas of the American Civil Liberties Union as Class Counsel for the Class. (ECF No. 286).

7. To the extent not otherwise defined herein, all defined terms in this Order shall have the meaning assigned in the Settlement Agreement.

8. The Parties have provided this Court with sufficient information to enable it to determine whether to provide notice to the class concerning the terms of the proposed settlement.

9. Based on the Parties' showing, it appears likely that the Court will be able to grant final approval to the proposed Settlement under Fed. R. Civ. P. 23(e)(2), based on the following:

10. It appears the Settlement was the result of the Parties' good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arm's length negotiations. The Settlement is not the result of collusion.

11. The proceedings that occurred before the Parties reached the Settlement, including the Court's rulings on summary judgment and class certification, gave counsel the opportunity to assess this case's strengths and weaknesses and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses.

12. Based on Plaintiffs' motion and the Court otherwise being fully advised in the premises, the Court finds that the proposed slight modification of the Class definition to remove any perceived ambiguity, without changing the substance of the Class definition or the individuals encompassed within the Settlement Class, is reasonable.

13. Based on Plaintiffs' motion and the Court otherwise being fully advised in the premises, the Court finds that the proposed settlement appears to treat class members equitably relative to each other and to be a fair, reasonable, and adequate resolution of a bona fide dispute between Settling Defendants and Plaintiffs Jenna Ries, Katlyn Barber, Joanne Bishop, and Emily Anibal, and all other Settlement Class Members.

14. The Court has carefully reviewed the Settlement Agreement and finds that the Settlement appears fair, reasonable, and adequate and meets the standards for preliminary approval under Rule 23(e). Accordingly, the Court preliminarily approves all terms of the Settlement and all of its Exhibits.

15. The Court certifies the following Settlement Class:

All women who worked in a position below the level of Assistant Manager at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016 (the "Class").

16. Plaintiffs' motion for preliminary approval of class action settlement is GRANTED.

17. The Court approves the proposed notice plan and Notice finding it reasonably adequate and in conformity with the requirements of constitutional notice and Rule 23.

11. The Court orders that each potential Class Member who wishes to be excluded from the Settlement Class to opt-out per the instructions set forth in the Class Settlement Notice and no later than sixty (60) days after the mailing of the Class Settlement Notice;

12. Settling Defendants and Class Counsel shall provide the Settlement Administrator selected by the Parties with mailing addresses and other contact information specified in the Settlement Agreement, within 14 days from entry of this order. Notice shall be effectuated according to the Parties' proposed notice plan and no later than 28 days from entry of this order;

13. A fairness hearing, for purposes of determining whether the Settlement should be finally approved, shall be held before this Court on _____, 2022 at _____; [at least 130 days from date of order, to allow time for notice, opt outs/objections, and filing of a reply brief commenting on objections]

14. The Court has reviewed and approves the following deadlines and briefing schedule, unless otherwise amended by the Court.

Settling Defendants and Class Counsel to provide postal addresses and other information specified in Settlement Agreement to the Settlement Administrator	Within 14 days from entry of Preliminary Approval Order
Class Settlement Notice mailed	Within 28 days from entry of Preliminary Approval Order
Motion for Final Approval and Motion for Attorney's Fees and Expenses shall be filed	Within 60 days from entry of Preliminary Approval Order
Deadline for Objections, Objection Briefs, Claim Forms, and Opt Outs Forms	Within 60 days from Notice Mailing Date
Response Briefs to Objections, if any, and update on Notice mailing and Claim Forms, shall be filed	Within 120 days from entry of Preliminary Approval Order
Hearing on Motions for Final Approval and Attorneys' Fees and Expenses	TBD by Court [approximately 130 days from entry of Preliminary Approval Order]

15. Any Class Member who has not properly and timely requested exclusion from the Settlement Class shall be bound in the event the Court issues a Final Order Approving Settlement;

16. The parties are ordered to carry out the Settlement and this Order according to the terms of the Settlement Agreement, or substantial similar agreement if approved at the final fairness hearing, using good faith and with reasonable judgment; and

17. The Court reserves the right to amend or alter this Order as necessary to remain consistent with the Parties' Settlement Agreement, the requirements of Rule 23, and due process.

Dated: _____

HALA Y. JARBOU
UNITED STATES DISTRICT JUDGE

EXHIBIT 4

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JENNA RIES, KATLYN BARBER, JOANNE
BISHOP, and EMILY ANIBAL, on behalf of
themselves and all those similarly situated,

Plaintiffs,

v.

Case No. 20-cv-0002-HYJ-RSK

Hon. Hala Y. Jarbou

McDONALD'S USA, LLC, McDONALD'S
CORPORATION, MLMLM CORPORATION
d/b/a McDONALD'S, and M.A.A.K.S., Inc.
d/b/a McDONALD'S of Williamston,
Defendants.

Mag. Judge Ray Kent

**PROPOSED ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL APPROVAL**

This matter having come before the Court for consideration of Plaintiffs' application for Final Approval of Class Action Settlement, in accordance with the Parties' Settlement Agreement:

Plaintiffs Jenna Ries, Katlyn Barber, Joanne Bishop, and Emily Anibal ("Plaintiffs") and MLMLM Corporation and M.A.A.K.S., Inc., ("Settling Defendants") reached a Class settlement (the "Settlement");

Plaintiffs submitted the Settlement Agreement together with Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement to the Court;

The Court gave its preliminary approval of the Settlement on _____, 2022 (the "Preliminary Approval Order") and directed the Parties to provide notice to the Class of the proposed Settlement and the Final Approval Hearing by regular mail to all Settlement Class members and by email to the extent email addresses were available;

The Parties effectuated notice to the Settlement Class in accordance with the Preliminary Approval Order;

Plaintiffs submitted their Motion for Final Approval of Class Settlement, Award of Attorneys' Fees and Expenses, and Approval of Incentive Awards on _____ 2022; and

On _____, 2022, the Court conducted the Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate, whether the Settlement should be granted final approved by this Court, whether Class Counsel's request for attorneys' fees in the amount of \$375,000 and reimbursement of expenses in the amount of \$70,000 should be awarded; and whether the request for an incentive award to each of the Named Plaintiffs in the amount of \$10,000 should be approved; and

After reviewing the pleadings and evidence filed in support of final approval of the Settlement as well as Plaintiffs' requested award for attorney's fees, reimbursement of expenses and Incentive Awards and supporting documentation, and hearing the attorneys for the Parties;

It is on this _____ day of _____, 2022, ORDERED and ADJUDGED that the Court finds and orders as follow:

1. All terms herein shall have the same meaning as defined in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this litigation and over the Parties to this matter including all Settlement Class Members.
3. The Court confirms its previously preliminary findings in the Preliminary Approval Order. (ECF No. XXX).

4. Notice to the Settlement Class required by Rule 23(e) has been provided in accordance with the Court's Preliminary Approval Order, by mailing such Notice by first-class mail, and by emailing such Notice where emails were available. The Settlement Claims (Settlement Services, Inc.), also placed the Notice on its website, mcdonaldsmasonsettlement.com. Thus, notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

5. The Settlement was a result of arm's-length negotiation by experienced counsel with an understanding of the strengths and weaknesses of their respective cases, guided by this Court's rulings on summary judgment and class certification. Among the factors that they considered are those set forth in the Plaintiffs' Motions for Preliminary and Final Approval of the Class Action Settlement. The Parties have agreed to the Settlement without any admission of wrongdoing by Settling Defendants, which has been denied, and to avoid further expense, uncertainty, inconvenience, and interference with their ongoing business. As part of this litigation, Class Counsel has conducted a detailed investigation of the facts and analyzed the relevant legal issues. Although the Class Representatives and Class Counsel believe that the claims asserted in the Third Amended Complaint have merit, they also have examined the benefits to be obtained under the Settlement now compared to the costs, risks, and delays associated with the continued litigation of these claims.

6. The Settlement is fair, reasonable and adequate, treats Class members equitably relative to each other, and serves the best interests of the Settlement Class, in light of all the relevant factors including the benefits afforded to the Settlement Class, the complexity, expense, uncertainty and duration of litigation, and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

7. The Parties and Settlement Class Members have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of this Settlement.

8. The Court previously certified the following class under Rule 23(b)(3):

All women who worked in a position below the level of Assistant Manager at Defendants' McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016 (the "Class").

(ECF No. 286).

9. As part of finally approving the Settlement, and pursuant to the Parties' request as part of the Settlement Agreement, the Court slightly modifies the final Settlement Class definition to avoid any ambiguity:

All women who worked in a position below the level of Assistant Manager at the McDonald's restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016 (the "Class").

10. The Settlement Agreement submitted by the Parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, adequate, and in the best interests of the Settlement Class. In particular, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the class;
- (B) the Settlement was negotiated at arm's length;
- (C) the relief provided for the Settlement Class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of the claims process; and
 - (iii) the attorney's fees, which this Court has independently reviewed.
- (D) The Plan of Allocation treats Settlement Class Members equitably relative to each other.

11. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms.

12. The Parties and each person within the definition of the Settlement Class are hereby bound by the terms and conditions of the Settlement Agreement, except for those who have duly and timely excluded themselves. Attached to this Final Order and Judgment as Exhibit A is a list of the names of each Settlement Class Member who has filed a timely and proper request for exclusion from the Settlement Class under the procedures set forth in the Settlement Agreement.

13. The Litigation is hereby dismissed with prejudice and without costs, except as to the Court-approved attorneys' fees and litigation expenses to Class Counsel. The Court hereby awards \$_____ in attorneys' fees [requested amount \$375,000] and \$_____ in litigation expenses [requested amount \$70,000]. This Judgment has been entered without any admission by any Party as to the merits of any allegation in this Litigation and shall not constitute a finding of either fact or law as to the merits of any claim or defense asserted in the Litigation.

14. Released Claims of all Settlement Class Members are hereby fully, finally and forever released, discharged, compromised, settled, relinquished and dismissed with prejudice against all of the Released Parties.

15. Members of the Settlement Class and their successors and assigns are hereby permanently barred and enjoined from asserting, commencing, prosecuting or continuing to prosecute, either directly or indirectly, in any manner, any Released Claim against any one of the Released Parties in any forum, with the exception of any Settlement Class Members who have duly and timely excluded themselves.

16. The Settlement Agreement, Settlement related documents and/or the Court's approval thereof, does not constitute, and is not to be used or construed as any admission by

Settling Defendants or by any Released Party of any allegations, claims or alleged wrongdoing.

17. The Court approves an award of \$10,000 to each of the Plaintiffs: Jenna Ries, Katlyn Barber, Joanne Bishop, and Emily Anibal, as a reasonable payment for their efforts, expenses and risk as Plaintiffs in bringing this action, which shall be paid by Defendant as provided in the Settlement Agreement.

18. Without affecting the finality of this judgment, the Court's retained jurisdiction of this Settlement also includes the administration and consummation of the Settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction of, and the Parties and all Settlement Class Members are hereby deemed to have submitted to the exclusive jurisdiction of this Court for, any suit, action, proceeding or dispute arising out of or relating to this Final Order and Judgment, the Settlement Agreement, or the Applicability of the Settlement Agreement.

19. The Court finds that the Settlement Class Members were given a full and fair opportunity to object to the Settlement, to exclude themselves from the Settlement Class and/or to appear at the final fairness hearing pursuant to the requirements set forth in the Settlement Agreement and Preliminary Approval Order.

20. The Objection[s] filed are hereby [denied]. [Explanation to be added if any objections filed, and revised proposed order filed]

21. The Court finds that no just reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed to enter final judgment.

Dated: _____

HALA Y. JARBOU
UNITED STATES DISTRICT JUDGE

EXHIBIT 5

Shift Overlap Chart

Summary Statistics			
Class Member	Total Overlap Hours	Class Period	Total Overlap Shifts
Abigail G. Teremi	72.77		30
Alexis M. Lafraugh	51.70		14
Alicia M. Mckenzie	4.82		4
Alissa D. Malcolm	13.43		5
Allysa M. Herban	28.05		6
Amanda R. Koehler	5.85		2
Amanda S. Green	16.67		7
Amelia A. Mills	17.58		7
Antonia L. Severs	102.82		29
Ashley E. Densteadt	564.45		170
Ashley K. Hoskins	211.45		63
Belinda Llabjani	162.80		64
Blake N. Ettinger	92.07		36
Breanna Adams	120.28		29
Breanne M. Hendrick	23.35		8
Brenda K. Marshall	10.93		6
Briann Risner	17.80		8
Brianna N. Barber	92.98		24
Brianna Slocum	135.60		49
Caitlin A. Hunt	63.20		28
Caitlin M. Merz	159.30		44
Carlee R. Kibiloski	5.40		1
Chantae K. McCormick-Downer	251.18		86
Chelsea N. Brasseur	27.67		14
Cheyenne-Mar Goddard	30.82		8
Chloe E. Anderson	86.62		27
Cimone G. Downer	96.17		36
Cindy M. Sword	576.42		163
Clara J. White	56.75		23
Courtney T. Geren	204.62		58

Dana L. Fancher	31.72	13
Daytona M. Bishop	44.53	14
Deanna L. Hosek	20.63	8
Debra M. Clark	101.67	33
Diane M. Murray	35.37	15
Donna M. Miller	2.55	1
Elizabeth I. Eddy	2.27	1
Emily C. Anibal	79.17	23
Emily J. Bacon	159.07	68
Emma Schopp	17.57	5
Emma Surbrook	143.47	42
Erin B. Smith	4.87	2
Gillian S. Heckman	36.27	12
Hajriz Sylejmani	21.93	4
Hanna L. Christian	15.83	7
Hannah L. Dexter	1.10	1
Hannah L. Evans	187.42	83
Hannah R. Chrome	108.63	33
Hunter P. Harp	15.62	10
Jenna D. Ries	578.17	158
Jennie R. Charles	26.57	7
Jennifer Greathouse	67.18	22
Jennifer Johnson	1.52	1
Jennifer L. Allen	13.70	5
Joanne R. Bishop	8.72	6
Joelynn E. Ferris	196.62	48
Julia C. Vowels	122.22	30
Justice Russell	2.55	1
Justine A. Kassab	809.37	201
Kadie A. Smith	19.12	6
Kara A. Sweet	138.28	56
Katlyn M. Barber	462.90	126
Kayla M. Lawrence	36.97	10
*Kaylyn McGuire	231.23	82

Kelandra Mackley	830.25	242
Lacey L. Gray	26.47	9
Laurel L. Jones	545.25	125
Leaha J. Sinnaeve	72.87	19
Leighann T. Rice	354.17	105
**Linda Scott	19.45	12
Madison S. Ruthruff	6.23	4
Mckayla P. Keller	100.92	28
Melissa S. Silva	380.47	92
Mercedes K. Hicks	7.55	3
Michelle Ries	28.18	11
Nancy J. Kendle	114.52	66
Nicole D. Luna	27.97	7
Nina M. Kroupa	34.30	11
Olivia M. Daft	10.98	5
Rene Ressler	132.38	26
Rosalina L. Moreno	45.63	21
Sandra L. Frechette	164.63	86
Sarah C. Johnson	24.98	9
Serena T. Willet	12.27	3
Sheila Mainville	43.80	22
Shelia M. Hablitzel	792.40	281
Sherri A. Miodowski	17.80	6
Shiloh R. Barton	5.25	4
Sierra Y. Daniels	27.58	10
Soroyia R. Simpkins	81.77	16
Tammy S. Pasch	177.82	38
Tara M. Cataline	68.20	14
Tatiana M. Harju	23.82	8
Taylor I. Kirby	74.77	26
Taylor Tilley	40.00	18
Tiffany L. Bolton	5.83	2
Unity C. Rodriguez	22.55	11

*Kaylyn McGuire's time records are incomplete for the date range 02/20/2018 - 03/16/2019. It is possible that she had up to an additional 108 shifts on which she overlapped with Shawn Banks, for a total possible shift overlap of 190 shifts.

**Linda Scott's time records are incomplete for the date range 03/04/2018 - 03/16/2019. It is possible that she had up to an additional 56 shifts on which she overlapped with Shawn Banks, for a total possible shift overlap of 68 shifts.

Class Period - Sorted 3 Ways

Alphabetically				By Shift - Descending Order				By Hours - Descending Order			
Class Member	Total Overlap Hours	Total Overlap Shifts	Class Member	Total Overlap Hours	Total Overlap Shifts	Class Member	Total Overlap Hours	Total Overlap Shifts	Class Member	Total Overlap Hours	Total Overlap Shifts
Abigail G. Teremi	72.77	30	Shella M. Hablitzel	792.40	281	Kelandra Mackley	830.25	242	Kelandra Mackley	830.25	242
Alexis M. LaFraugh	51.70	14	Kelandra Mackley	830.25	242	Justine A. Kassab	809.37	201	Justine A. Kassab	809.37	201
Alicia M. Mckenzie	4.82	4	Justine A. Kassab	809.37	201	Ashley E. Densteadt	564.45	170	Shella M. Hablitzel	792.40	281
Alissa D. Malcolm	13.43	5	Ashley E. Densteadt	564.45	170	Cindy M. Sword	576.42	163	Jenna D. Ries	578.17	158
Allysa M. Herban	28.05	6	Cindy M. Sword	576.42	163	Jenna D. Ries	578.17	158	Cindy M. Sword	576.42	163
Amanda R. Koehler	5.85	2	Jenna D. Ries	578.17	158	Ashley E. Densteadt	564.45	170	Ashley E. Densteadt	564.45	170
Amanda S. Green	16.67	7	Katlyn M. Barber	462.90	126	Laurel L. Jones	545.25	125	Laurel L. Jones	545.25	125
Amelia A. Mills	17.58	7	Laurel L. Jones	462.90	126	Katlyn M. Barber	462.90	126	Katlyn M. Barber	462.90	126
Antonia L. Severs	102.82	29	Leighann T. Rice	354.17	105	Melissa S. Silva	380.47	92	Melissa S. Silva	380.47	92
Ashley E. Densteadt	564.45	170	Melissa S. Silva	380.47	92	Leighann T. Rice	354.17	105	Leighann T. Rice	354.17	105
Ashley K. Hoskins	211.45	63	Chantae K. McCormick-Downer	251.18	86	Chantae K. McCormick-Downer	251.18	86	Chantae K. McCormick-Downer	251.18	86
Belinda Liabjani	162.80	64	Sandra L. Frechette	164.63	86	*Kaylyn McGuire	231.23	82	*Kaylyn McGuire	231.23	82
Blake N. Ettinger	92.07	36	Hannah L. Evans	187.42	83	Ashley K. Hoskins	211.45	63	Ashley K. Hoskins	211.45	63
Breanna Adams	120.28	29	*Kaylyn McGuire	231.23	82	Courtney T. Geren	204.62	58	Courtney T. Geren	204.62	58
Breanne M. Hendrick	23.35	8	Emily J. Bacon	159.07	68	Joelynn E. Ferris	196.62	48	Joelynn E. Ferris	196.62	48
Brenda K. Marshall	10.93	6	Nancy J. Kendle	114.52	66	Hannah L. Evans	187.42	83	Hannah L. Evans	187.42	83
Briann Risner	17.80	8	Belinda Liabjani	162.80	64	Tammy S. Pasch	177.82	38	Tammy S. Pasch	177.82	38
Brianna N. Barber	92.98	24	Ashley K. Hoskins	211.45	63	Sandra L. Frechette	164.63	86	Sandra L. Frechette	164.63	86
Brianna Slocum	135.60	49	Courtney T. Geren	204.62	58	Belinda Liabjani	162.80	64	Belinda Liabjani	162.80	64
Caitlin A. Hunt	63.20	28	Kara A. Sweet	138.28	56	Caitlin M. Merz	159.30	44	Caitlin M. Merz	159.30	44
Caitlin M. Merz	159.30	44	Brianna Slocum	135.60	49	Emily J. Bacon	159.07	68	Emily J. Bacon	159.07	68
Carlee R. Kibiloski	5.40	1	Joelynn E. Ferris	196.62	48	Emma Surbrook	143.47	42	Emma Surbrook	143.47	42
Chantae K. McCormick-Downer	251.18	86	Caitlin M. Merz	159.30	44	Kara A. Sweet	138.28	56	Kara A. Sweet	138.28	56
Chelsea N. Brasseur	27.67	14	Emma Surbrook	143.47	42	Brianna Slocum	135.60	49	Brianna Slocum	135.60	49
Cheyenne-Mar Goddard	30.82	8	Tammy S. Pasch	177.82	38	Rene Ressler	132.38	26	Rene Ressler	132.38	26
Chloe E. Anderson	86.62	27	Blake N. Ettinger	92.07	36	Julia C. Vowels	122.22	30	Julia C. Vowels	122.22	30
Cimone G. Downer	96.17	36	Cimone G. Downer	96.17	36	Breanna Adams	120.28	29	Breanna Adams	120.28	29
Cindy M. Sword	576.42	163	Debra M. Clark	101.67	33	Nancy J. Kendle	114.52	66	Nancy J. Kendle	114.52	66
Clara J. White	56.75	23	Hannah R. Chrome	108.63	33	Hannah R. Chrome	108.63	33	Hannah R. Chrome	108.63	33
Courtney T. Geren	204.62	58	Abigail G. Teremi	72.77	30	Antonia L. Severs	102.82	29	Antonia L. Severs	102.82	29
Dana L. Fancher	31.72	13	Julia C. Vowels	122.22	30	Debra M. Clark	101.67	33	Debra M. Clark	101.67	33
Daytona M. Bishop	44.53	14	Antonia L. Severs	102.82	29	Mckayla P. Keller	100.92	27	Mckayla P. Keller	100.92	27
Deanna L. Hosek	20.63	8	Breanna Adams	120.28	29	Cimone G. Downer	96.17	36	Cimone G. Downer	96.17	36
Debra M. Clark	101.67	33	Caitlin A. Hunt	63.20	28	Brianna N. Barber	92.98	24	Brianna N. Barber	92.98	24
Diane M. Murray	35.37	15	Mckayla P. Keller	100.92	28	Blake N. Ettinger	92.07	36	Blake N. Ettinger	92.07	36
Donna M. Miller	2.55	1	Chloe E. Anderson	86.62	27	Chloe E. Anderson	86.62	27	Chloe E. Anderson	86.62	27
Elizabeth I. Eddy	2.27	1	Rene Ressler	132.38	26	Soroya R. Simpkins	81.77	16	Soroya R. Simpkins	81.77	16
Emily C. Anibal	79.17	23	Taylor I. Kirby	74.77	26	Emily C. Anibal	79.17	23	Emily C. Anibal	79.17	23
Emily J. Bacon	159.07	68	Brianna N. Barber	92.98	24	Taylor I. Kirby	74.77	26	Taylor I. Kirby	74.77	26
Emma Schopp	17.57	5	Clara J. White	56.75	23	Leaha J. Sinnaeve	72.87	19	Leaha J. Sinnaeve	72.87	19
Emma Surbrook	143.47	42	Emily C. Anibal	79.17	23	Abigail G. Teremi	72.77	30	Abigail G. Teremi	72.77	30
Erin B. Smith	4.87	2	Jennifer Greathouse	67.18	22	Tara M. Cataline	68.20	14	Tara M. Cataline	68.20	14
Gillian S. Heckman	36.27	12	Sheila Mainville	43.80	22	Jennifer Greathouse	67.18	22	Jennifer Greathouse	67.18	22
Hajiriz Sylejmani	21.93	4	Rosalina L. Moreno	45.63	21	Caitlin A. Hunt	63.20	28	Caitlin A. Hunt	63.20	28
Hanna L. Christian	15.83	7	Leaha J. Sinnaeve	72.87	19	Clara J. White	56.75	23	Clara J. White	56.75	23
Hannah L. Dexter	1.10	1	Taylor Tilley	40.00	18	Alexis M. LaFraugh	51.70	14	Alexis M. LaFraugh	51.70	14
Hannah L. Evans	187.42	83	Soroya R. Simpkins	81.77	16	Rosalina L. Moreno	45.63	21	Rosalina L. Moreno	45.63	21

Hannah R. Chrome	108.63	33	Diane M. Murray	15	39.97	44.53	14
Hunter P. Harp	15.62	10	Alexis M. LaFraugh	14	51.70	43.80	22
Jenna D. Ries	578.17	158	Chelsea N. Brasseur	14	27.67	40.00	18
Jennie R. Charles	26.57	7	Daytona M. Bishop	14	44.53	36.97	10
Jennifer Greathouse	67.18	22	Tara M. Cataline	14	68.20	36.27	12
Jennifer Johnson	1.52	1	Dana L. Fancher	13	31.72	35.37	15
Jennifer L. Allen	13.70	5	Gillian S. Heckman	12	36.27	34.30	11
Joanne R. Bishop	8.72	6	**Linda Scott	12	19.45	31.72	13
Joelynn E. Ferris	196.62	48	Michelle Ries	11	28.18	30.82	8
Julia C. Vowels	122.22	30	Nina M. Kroupa	11	34.30	28.18	11
Justice Russell	2.55	1	Unity C. Rodriguez	11	22.55	28.05	6
Justine A. Kassab	809.37	201	Hunter P. Harp	10	15.62	27.97	7
Kadie A. Smith	19.12	6	Kayla M. Lawrence	10	36.97	27.67	14
Kara A. Sweet	138.28	56	Sierra Y. Daniels	10	27.58	27.58	10
Katlyn M. Barber	462.90	126	Lacey L. Gray	9	26.47	26.57	7
Kayla M. Lawrence	36.97	10	Sarah C. Johnson	9	24.98	26.47	9
*Kaylyn McGuire	231.23	82	Breanne M. Hendrick	8	23.35	24.98	9
Kelandra Mackley	830.25	242	Briann Risner	8	17.80	23.82	8
Lacey L. Gray	26.47	9	Cheyenne-Mar Goddard	8	30.82	23.35	8
Laurel L. Jones	545.25	125	Deanna L. Hosek	8	20.63	22.55	11
Leaha J. Sinnaeve	72.87	19	Tatiana M. Harju	8	23.82	21.93	4
Leighann T. Rice	354.17	105	Amanda S. Green	7	16.67	20.63	8
**Linda Scott	19.45	12	Amelia A. Mills	7	17.58	19.45	12
Madison S. Ruthruff	6.23	4	Hanna L. Christian	7	15.83	19.12	6
McKayla P. Keller	100.92	28	Jennie R. Charles	7	26.57	17.80	8
Melissa S. Silva	380.47	92	Nicole D. Luna	7	27.97	17.80	6
Mercedes K. Hicks	7.55	3	Allysa M. Herban	6	28.05	17.58	7
Michelle Ries	28.18	11	Brenda K. Marshall	6	10.93	17.57	5
Nancy J. Kendle	114.52	66	Joanne R. Bishop	6	8.72	16.67	7
Nicole D. Luna	27.97	7	Kadie A. Smith	6	19.12	15.83	7
Nina M. Kroupa	34.30	11	Sherri A. Miodowski	6	17.80	15.62	10
Olivia M. Daft	10.98	5	Alissa D. Malcolm	5	13.43	13.70	5
Rene Ressler	132.38	26	Emma Schopp	5	17.57	13.43	5
Rosalina L. Moreno	45.63	21	Jennifer L. Allen	5	13.70	12.27	3
Sandra L. Frechette	164.63	86	Olivia M. Daft	5	10.98	10.98	5
Sarah C. Johnson	24.98	9	Alicia M. McKenzie	4	4.82	10.93	6
Serena T. Willet	12.27	3	Hajriz Sylejmani	4	21.93	8.72	6
Sheila Mainville	43.80	22	Madison S. Ruthruff	4	6.23	7.55	3
Shelia M. Habitzel	792.40	281	Shiloh R. Barton	4	5.25	6.23	4
Sherri A. Miodowski	17.80	6	Mercedes K. Hicks	3	7.55	5.85	2
Shiloh R. Barton	5.25	4	Serena T. Willet	3	12.27	5.83	2
Sierra Y. Daniels	27.58	10	Amanda R. Koehler	2	5.85	5.40	1
Sorovia R. Simpkins	81.77	16	Erin B. Smith	2	4.87	5.25	4
Tammy S. Pasch	177.82	38	Tiffany L. Bolton	2	5.83	4.87	2
Tara M. Cataline	68.20	14	Carlee R. Kibiloski	1	5.40	4.82	4
Tatiana M. Harju	23.82	8	Donna M. Miller	1	2.55	2.55	1
Taylor J. Kirby	74.77	26	Elizabeth I. Eddy	1	2.27	2.55	1
Taylor Tilley	40.00	18	Hannah L. Dexter	1	1.10	2.27	1
Tiffany L. Bolton	5.83	2	Jennifer Johnson	1	1.52	1.52	1
Unity C. Rodriguez	22.55	11	Justice Russell	1	2.55	1.10	1

*Kaylyn McGuire's time records are incomplete for the date range 02/20/2018 - 03/16/2019. It is possible that she had up to an additional 108 shifts on which she overlapped with Shawn Banks, for a total possible shift overlap of 190 shifts.

**Linda Scott's time records are incomplete for the date range 03/04/2018 - 03/16/2019. It is possible that she had up to an additional 56 shifts on which she overlapped with Shawn Banks, for a total possible shift overlap of 68 shifts.

EXHIBIT 6

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JENNA RIES, KATLYN BARBER, JOANNE
BISHOP, and EMILY ANIBAL, on behalf of
themselves and all those similarly situated,

Plaintiffs,

v.

McDONALD'S USA, LLC, McDONALD'S
CORPORATION, MLMLM CORPORATION
d/b/a McDONALD'S, and M.A.A.K.S., Inc.
d/b/a McDONALD'S of Williamston,
Defendants.

Case No. 20-cv-0002-HYJ-RSK

Hon. Hala Y. Jarbou

Mag. Judge Ray Kent

STIPULATED FINAL ORDER FOR DISMISSAL WITH PREJUDICE

This matter having come before the Court on stipulation of the parties, and the Court
being fully advised in the premises;

IT IS HEREBY ORDERED that this action is hereby dismissed with prejudice and
without costs to either party except for those costs to be paid pursuant to the Order Granting
Final Approval of the Settlement reached in this matter.

IT IS SO ORDERED.

Dated: _____

HALA Y. JARBOU
UNITED STATES DISTRICT JUDGE

Approved for Entry:

By: /s/ Darcie R. Brault
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