

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiff Destinee Moliga (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined in Paragraph 2, below), on the one hand, and Defendant Qdoba Restaurant Corporation d/b/a Qdoba Mexican Eats Corporation (“Defendant”), on the other hand, in *Moliga v. Qdoba Restaurant Corporation*, King County Superior Court Case No. 23-2-11540-6 SEA (the “Action”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the Court. For purposes of this Settlement Agreement, Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties.”

SETTLEMENT AMOUNT

Pursuant to the terms and conditions set forth herein, Defendant will pay a maximum amount of \$3,800,000 (the “Maximum Settlement Fund”) and provide the equitable relief set forth in Paragraph 13 to resolve and release all of the claims as set forth in further detail hereafter in Paragraph 19, inclusive of all damages, settlement payments, attorneys’ fees and costs, service award, and settlement administration costs.

BACKGROUND

1. On June 27, 2023, Plaintiff filed the Class Action Complaint for Damages, Injunctive Relief, and Declaratory Relief (the “Complaint”) in the Action, alleging three causes of action: (1) Violation of RCW 49.58.110; (2) Injunctive Relief; and (3) Declaratory Relief. On July 18, 2023, Defendant removed the Action to the United States District Court, Case No. 2:23-cv-01084-BJR. Without waiving any rights, the Parties agreed to remand the Action to King County Superior Court in connection with this settlement.

2. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

Plaintiff and all individuals who, from January 1, 2023, through the date of preliminary approval, applied for a job opening in the State of Washington with the Defendant Qdoba Restaurant Corporation, where the job posting did not disclose the wage scale or salary range for the position.

“Settlement Class Members” refers to individual members of the Settlement Class.

3. The Settlement Class Period is January 1, 2023, through the date of preliminary approval.

4. Defendant represents that there are approximately 1,897 Settlement Class Members.

5. By entering into this settlement, Defendant does not admit to any wrongdoing or liability as it relates to the claims or related facts asserted in the Complaint, nor shall the settlement constitute an admission of any liability or the propriety of class certification for litigation purposes.

The settlement reflects the Parties' good faith compromise of the claims alleged, based upon assessment of the mutual risks and costs of further litigation.

6. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

SETTLEMENT TERMS

7. **Maximum Settlement Fund:** Defendant will pay a maximum amount of \$3,800,000, subject to the terms and provisions of this Settlement Agreement. This payment by Defendant shall settle and forever resolve all of the claims being released by this Settlement Agreement, and it will include: (a) all payments to Settlement Class Members; (b) all costs of settlement administration; (c) all attorneys' fees and costs; and (d) a service award to Plaintiff. The settlement payments are not being made for any other purpose and will not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendant. In addition, no individual receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

8. **Class Fund:** The Class Fund is the total payment to all Participating Class Members, plus 50 percent of any unclaimed amounts otherwise available to Settlement Class Members, plus attorneys' fees and costs, Plaintiff's service award, and Settlement Administrator's costs. "Participating Class Members" means those Settlement Class Members who submit a timely, valid Claim Form.

9. **Attorneys' Fees and Costs:** "Plaintiff's Counsel" refers to Plaintiff's Counsel in this Action, Emery Reddy, PLLC. Plaintiff's Counsel may apply to the Court for, and Defendant will not oppose, an award of attorneys' fees and costs in the amount of \$1,121,000 (29.5 percent of the Maximum Settlement Fund), in connection with their prosecution of this matter, and all of the work remaining to be performed by Plaintiff's Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings, carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees and costs shall be paid from the Maximum Settlement Fund. Plaintiff's Counsel represents that, other than Emery Reddy, PLLC, no individuals or law firms represent Plaintiff or the Settlement Class in connection with this Action or have any right to seek reimbursement of fees or expenses in connection with this Action.

10. **Service Award:** Subject to approval by the Court, Plaintiff will receive a service award in the amount of \$20,000 in consideration for serving as Class Representative. The service award is in addition to the settlement payment to which Plaintiff is entitled along with all other Settlement Class Members. Defendant will not oppose the requested service award. Plaintiff will receive a Form 1099 for her service award prepared by the Settlement Administrator, and she will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

11. **Lesser Award:** In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above in Paragraph 9, or for the service award referenced above in Paragraph 10, the Court's approval of any such lesser sum(s) shall not be grounds for Plaintiff or Plaintiff's Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiff's cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. If, after the exhaustion of any appellate review, any additional amounts remain which are distributable to the Settlement Class Members, the cost of administration of such additional payments will be paid out of such additional amounts, and the amounts remaining shall be added to the Class Fund and distributed to the Settlement Class Members. Any amount not awarded in attorneys' fees and costs, and/or service award, but which is not challenged via appeal by Plaintiff's Counsel, shall likewise be added to the Class Fund and distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

12. **Settlement Administrator's Costs:** Subject to the Court's approval, the Parties agree that CAC Services Group LLC will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures the Class List to be provided by Defendant, so that it is updated prior to the Class Notice ("Notice") and Claim Form being mailed, printing and mailing the Court-approved Notice, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Settlement Class Members' shares of the Class Fund, preparing and mailing of settlement checks, responding to Settlement Class member inquiries as appropriate, preparing any appropriate or required tax returns and tax forms in connection with the settlement fund and settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator will coordinate the calculations of the payroll taxes and deductions, if any, with Defendant to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendant by government taxing authorities, they are made in compliance with Defendant's tax withholding and remittance obligations for such payments. All costs for the Settlement Administrator's services will be paid out of the Maximum Settlement Fund and shall not exceed \$30,000.

13. **Equitable Relief.** Within 7 days after execution of this Settlement Agreement, Defendant will ensure that all of its postings for jobs located in Washington comply with RCW 49.58.110. Specifically, Defendant will disclose in each posting for each job opening the wage scale or salary range, and a general description of all of the benefits and other compensation to be offered to the hired applicant. "Posting" means any solicitation intended to recruit job applicants for a specific available position, including recruitment done directly by an employer or indirectly through a third party, and includes any postings done electronically, or with a printed hard copy, that includes qualifications for desired applicants.

14. **Compilation of Class List:** Within 14 days after the Preliminary Approval Order is entered (see paragraph 21 below) issued, Defendant will provide to Plaintiff's Counsel and the Settlement Administrator the full name, last known address, phone number, and email address of each Settlement Class member during the Settlement Class Period (the "Class List"). The

Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing of the Notice to the Settlement Class and will calculate the estimated settlement award for each Settlement Class member. Within 7 days after receipt of the Class List, the Settlement Administrator will provide the estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel.

15. **Notice Period:** Within 14 days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members, by email (if available), and also by first-class mail, at their last known address or such other address as located by the Settlement Administrator, the Court-approved Notice and Claim Form. The Notice mailed to all Settlement Class Members will advise each Settlement Class member of his or her estimated payment amount and of his or her right to submit a Claim Form, request exclusion, or object to the settlement. Settlement Class Members shall have 30 days from the date of mailing to submit a Claim Form, request exclusion, or object.

- a. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 30 days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that he or she wishes to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Moliga v. Qdoba Restaurant Corporation.*"); and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed.
- b. **Objection Procedure:** Any Settlement Class member who wishes to object must submit the objection in writing to Court and the Parties' Counsel, postmarked no later than 30 days from the date of mailing of the Notice. To be considered valid, an objection must include: (i) the Settlement Class member's full name, address, telephone number, and e-mail address; (ii) the case name and number; (iii) the reasons why he or she objects to the settlement; (iv) the name and address of his or her attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class member and/or his or her attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which he or she (directly or through an attorney) has filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case name, court, and docket number, of all other cases in which his or her attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) the Settlement Class member's (or his or her attorney's) signature and date signed. If a Settlement Class member wishes to object to the settlement, he or she must not request exclusion.
- c. Any Notices returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice is returned as undeliverable, such person shall be permitted 30 days from any re-mailing of the Notice to submit a Claim Form, request exclusion, or object to the class action settlement.

- d. After the Notice is mailed, the Settlement Administrator will provide weekly updates on the status of claims, requests for exclusion, and objections.
- e. No later than 5 days after the end of the Notice Period, the Settlement Administrator will provide to Plaintiff's Counsel and Defendant's Counsel: (1) a report identifying Settlement Class Members, requests for exclusion, and objections; and (2) a draft declaration regarding Notice.

16. **No Solicitation of Exclusions or Objections:** The Parties will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from or object to the settlement.

17. **Challenges to Class List:** To be considered timely, any dispute regarding the settlement payment or the underlying data used to calculate the settlement payment must be submitted to the Settlement Administrator by the Settlement Class member within 30 days of the mailing of the Notice. In response to any dispute raised by a proposed Settlement Class member about their omission from the Class List, Defendant will first verify the information contained in the proposed Settlement Class member's personnel file and payroll records. Unless the proposed Settlement Class member can establish that he or she should have been included on the Class List based on documentary evidence, Defendant's records will control. Plaintiff's Counsel and Defendant's Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendant and the proposed Settlement Class Member and shall be the final arbiter of disputes relating to a proposed Settlement Class member's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for the purpose of administering Notice of the settlement, subject to final review, determination, and approval by the Court.

18. **Payments to Settlement Class Members/Participating Class Members:**

- a. Settlement Class Members must submit a timely, valid Claim Form to receive a payment. The named Plaintiff is not required to submit a Claim to receive her share of settlement funds. Settlement Class Members who submit a timely, valid Claim Form are referred to as "Participating Class Members."
- b. All Settlement Class Members will be eligible to receive an equal share of the Maximum Settlement Amount pursuant to the following formula: (Maximum Settlement Amount – attorney fees and costs – service award – settlement administration expenses) / total number of Settlement Class Members = pro rata payment ("Settlement Payment"). For example, assuming the Court approves the fees and expenses listed in Paragraphs 9-10 and 12 above, the formula to calculate each Settlement Class Member's payment would be: $(\$3,800,000 - \$1,121,000 - \$20,000 - \$30,000) / 1,897 = \$1,385.87$. Thus, under this example, each Participating Class Member would receive \$1,385.87 each.
- c. Settlement payments will be characterized as statutory damages and interest. The Settlement Administrator will prepare a 1099 for each Participating Class Member

that reflects their settlement payment.

- d. After 120 days following the date upon which the Settlement Administrator sends payments to Participating Class Members, 50 percent of any individual settlement payment amounts associated with Participating Class Members' uncashed checks will be sent by the Settlement Administrator to the State of Washington with the associated name of the Participating Class Member pursuant to Washington's Unclaimed Property Act (RCW 63.29, et seq.); the remaining 50 percent shall be returned to the Defendant.
- e. Plaintiff, Defendant, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Participating Class Members will be required to pay all federal, state or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Participating Class Members agree to indemnify and hold Defendant harmless from any claim for unpaid taxes for the Settlement Payment from any taxing authority.

19. **Settlement Class Member Release:** Upon final approval of this Settlement Agreement by the Court, each Participating Class Member who does not submit a timely request exclusion in accordance with the procedures set forth in Paragraph 15(a) will release (i) Defendant and its parents, subsidiaries, affiliates, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that are, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), investors, owners, joint ventures, joint employers, alter-egos, divisions, insurers, insurance policies and benefit plans, or any other entity with an interest in or obligation regarding Defendant's liabilities, (ii) each of the past, present, and future officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries and attorneys of the entities and plans described in this sentence, and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (the "Released Parties") from all claims during the Settlement Class Period that were or could have been asserted against Defendant by Plaintiff and members of the Settlement Class based on the facts and claims asserted in Plaintiff's Complaint, including any claims under any state, federal, or local law, to the fullest extent permitted by law (the "Released Class Claims").

20. **Court Approval:** Except as otherwise provided above, the failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As agreed to above, this paragraph does not apply to the failure of the Court to approve the attorneys' fees and costs in Paragraph 9 or the service award in Paragraph 10. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in this action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this action or any other action or proceeding for any purpose.

21. **Preliminary Approval Order:** The Parties shall promptly seek the Court's approval of this settlement. As soon as practicable after execution of this Settlement Agreement, Plaintiff and Plaintiff's Counsel shall apply to the Court for the entry of a Preliminary Approval Order which would accomplish the following: (a) preliminarily approves the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class and appoints Plaintiff as Settlement Class Representative and Timothy W. Emery of Emery Reddy, PLLC as Settlement Class Counsel for purposes of the settlement only; (c) preliminarily approves the Settlement Administrator selected by the Parties and approves payment of the Settlement Administrator's reasonable costs; (d) preliminarily approves an award of attorneys' fees and costs to Plaintiff's Counsel, subject to final review and approval by the Court; (e) preliminarily approves a service award to Plaintiff, subject to final review and approval by the Court; (f) approves, as to form and content, the proposed Notice and Claim Form; (g) directs the emailing and mailing of the Notice and Claim Form to the Settlement Class Members; and (h) schedules a final approval hearing on the question of whether the settlement, including the payment of attorneys' fees and costs and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 7 days before filing the motion for preliminary approval, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments. Defendant's Counsel shall promptly provide Plaintiff's Counsel a redline draft with any proposed changes.

22. **Final Approval Order:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiff's Counsel will submit a proposed final order and judgment ("Final Approval Order"): (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees and costs to Plaintiff's Counsel; (c) approving a service award to Plaintiff; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiff and Settlement Class Members from initiating or pursuing any claims settled herein and released by this settlement; and (f) dismissing the Action on the merits and with prejudice. Not later than 7 days prior to the submission of the motion(s) seeking the foregoing, Plaintiff's Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendant's Counsel for their review and comments. Defendant's Counsel shall promptly provide Plaintiff's Counsel a redline draft with any proposed changes.

23. **Effective Date:** This Settlement Agreement shall become effective when the settlement is considered "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" mean: (a) in the event that the Court has entered the Final Approval Order and there were no timely objections filed, or that any timely objections have been withdrawn, then upon the passage of the applicable date for any interested party to seek appellate review of the Court's Final Approval Order without a timely appeal being filed; or, (b) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court's Final Approval Order, without a timely appeal having been filed; or, (c) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be Final when the applicable appellate courts have rendered a final decision or opinion affirming the Court's final approval without material modification, and a mandate has been entered (i.e., the applicable date for seeking further appellate

review has passed without such further review being sought, or if such review is sought, the exhaustion thereof), such that the Final Approval Order is not subject to further adjudication, appeal, or review. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Settlement Agreement; (b) Defendant shall have no obligation to make any payments to the Settlement Class Members, Plaintiff, or Plaintiff’s Counsel; (c) any Preliminary Approval Order, Final Approval Order, or judgment, shall be vacated; and (d) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

24. **Funding of Settlement:** Within 30 days of entry of the Effective Date, Defendant shall transfer \$3,800,000 to the Qualified Settlement Fund, an account specifically created by the Settlement Administrator for the administration of this settlement (“Funding Date”). Within 14 days of the Funding Date, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement payments from the Class Fund to all Participating Class Members ; (b) Plaintiff’s Counsel’s attorneys’ fees and costs; (c) Plaintiff’s service award; and (d) the Settlement Administrator’s costs. Participating Class Members will have 120 days from the date of issuance to cash their settlement checks.

25. **Residual Funds:** “Residual Funds” are funds that remain after the payment of all approved Participating Class Member payments, attorneys’ fees and costs, service award, and settlement administration costs (i.e., the unclaimed amount otherwise available to Settlement Class Members who did not submit claims to receive payment). Fifty (50) percent of the Residual Funds shall be disbursed to the Legal Foundation of Washington, and fifty (50) percent of the Residual Funds shall revert to Defendant.

26. **Deadlines:** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CR 6(a), such time period shall be continued to the following business day. For illustrative purposes, and recognizing that certain of the deadlines listed herein may be continued due to unforeseen delay of the part of the Parties and/or by order of the Court, the following schedule provides an outline of the deadlines required under this Settlement Agreement:

EVENT	DATE
Plaintiff’s Counsel to provide draft of Motion for Preliminary Approval of Settlement to Defendant’s Counsel	21 days after execution of the Settlement Agreement
Plaintiff’s Counsel to File Motion for Preliminary Approval of Settlement	28 days after execution of the Settlement Agreement
Preliminary Approval Order	TBD

Defendant's Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List	14 days after Preliminary Approval Order
Settlement Administrator to provide estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel	7 days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Mailing of Notice, start of Notice Period	14 days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	30 days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 days after end of Notice Period
Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval	7 days prior to the deadline to file the Motion for Final Approval
Plaintiff's Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 90 days after the Preliminary Approval Order
Final Approval Order	TBD
Effective Date	TBD
Funding Date	30 days after the Effective Date (the "Funding Date")
Mailing of settlement checks, payment of attorneys' fees & costs, service award, and settlement administration costs	14 days after the Funding Date
Deadline for Plaintiff's Counsel to file Satisfaction of Judgment	30 days after the mailing of settlement checks

Deadline for Participating Class Members to cash settlement checks	120 days after mailing of settlement checks
Residual Funds to be distributed as follows: 50 percent sent to the State of Washington in accordance with RCW 63.29, 50 percent revert to Defendant	121 days after mailing of settlement checks

27. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

28. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

29. **Publicity:** Plaintiff agrees she will only discuss the terms of this Settlement in declarations submitted to the Court to establish Plaintiff Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement. Plaintiff also agrees that she shall not publish the terms of the Settlement in any media, issue any press releases or public statements regarding the Action or Settlement, identify Defendant or Defense Counsel by name or other identifying information in any media, or have any communications with the press or media about the Action or the Settlement. Plaintiff's Counsel represents that they have no present intention to publish or issue any press releases or public statements regarding the Action or Settlement except in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement."

30. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

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

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

33. **Attorneys' Fees and Costs:** The prevailing party in any dispute related to the enforcement of this Settlement Agreement shall be entitled to reasonable attorneys' fees and costs related to the dispute.

34. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

35. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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

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

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

Dated: Mar 21 2024

Destinee Moliga
Plaintiff Destinee Moliga, individually and on behalf of the Class

Dated: 3/14/24

Mel Tucker
Defendant Qdoba Restaurant Corporation
By: Mel Tucker
Its: Chief Financial Officer