UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JAMAAL LLOYD and ANASTASIA JENKINS, individually and on behalf of all others similarly situated, and on behalf of the W BBQ Holdings, Inc. Employee Stock Ownership Plan, Plaintiffs, v. ARGENT TRUST COMPANY, HERBERT WETANSON, GREGOR WETANSON, and STUART WETANSON, BBQ TRUST and its trustees and beneficiaries, and GREGOR WETANSON 2015 GIFT TRUST and its trustees and beneficiaries, Defendants.	Case No. 1:22-cv-04129-DLC-SDA

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Jamaal Lloyd and Anastasia Jenkins, individually and as Class Representatives ("Plaintiffs" or "Class Representatives"), have moved, pursuant to Federal Rule of Civil Procedure 23, for an order finally approving the Settlement of this Lawsuit, in accordance with the Class Action Settlement Agreement dated April 8, 2026 (the "Settlement Agreement" or "Settlement"), which sets forth the terms and conditions for a proposed settlement of this Lawsuit, and for an award of fees and expenses.

The Court, having held a Fairness Hearing on August 14, 2026 and having read and considered the Settlement Agreement, the Motions, the exhibits thereto, and any comments submitted, HEREBY ORDERS that:

1. Definitions. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

2. **Settlement.** Plaintiffs, on behalf of themselves and all Class Members, on the one hand, and Defendants Argent Trust Company ("Argent"), Herbert Wetanson, Gregor Wetanson, Stuart Wetanson, BBQ Trust and its trustees, and the Gregor Wetanson 2015 Gift Trust and its trustees (collectively the "Defendants") on the other hand, have negotiated the Settlement to this Lawsuit to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against the Releasees (as defined in the Settlement Agreement).

3. **Jurisdiction.** This Court has jurisdiction over the subject matter of this Lawsuit and over all parties. Venue in this Court is proper.

4. **Settlement Class.** The Court fully and finally certifies a Settlement Class of all participants in the W BBQ Holdings, Inc. Employee Stock Ownership Plan on or after July 29, 2016 who vested in whole or in part under the terms of the ESOP, and those participants' beneficiaries. Excluded from the class are Defendants and their immediate family members, any fiduciary of the ESOP, and any current or former officers or directors of W BBQ.

5. **Class Notice.** The Class Notice was disseminated to members of the Class in accordance with the terms set forth in the Settlement Agreement and the Court's Preliminary Approval Order. The form and method of notifying Class Members of the terms and conditions of the Settlement Agreement satisfied the requirements of Federal Rule of Civil Procedure 23, the United States Constitution, due process, and applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto of the terms and conditions of the Settlement Agreement and the right to object and appear at the Fairness Hearing. The Class Notice program involved notice to all members of the Class who could be identified through reasonable effort, and was supplemented by a Settlement website,

telephone support line, and email.

6. **CAFA Notice.** The notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

7. **Objections.** There were no objections to the Settlement from any of the Parties, any members of the Class, or any other persons.

8. **Final Approval.** The Settlement Agreement was entered into in good faith and represents a fair, reasonable, and adequate Settlement that is in the best interests of the Class Members. The Settlement Agreement is the product of arm's-length settlement negotiations between the Parties and their counsel, which were facilitated by an experienced mediator, following discovery, motions practice, and substantial trial preparation. The consideration provided by the Settlement is fair, reasonable, and adequate in light of the claims asserted in the action and the risks, costs, and delay of continued litigation and trial. Further, the Settlement Agreement treats all Class members equitably and provides for a fair and efficient method of distribution. Accordingly, the Settlement Agreement is hereby fully and finally approved in all respects, and the Parties are hereby directed to effectuate its terms.

9. **Independent Fiduciary.** The Settlement was reviewed by an independent fiduciary, Fiduciary Counselors Inc., which also has approved the Settlement and the release of the claims therein.

10. **Dismissal.** The Court hereby dismisses with prejudice the Lawsuit and all of Plaintiffs' and the Class's Released Claims, on behalf of themselves, the Plan, and their administrators, beneficiaries, estates, executors, heirs, representatives, and assigns, against all Releasees, without any costs to any of the Parties except as provided for in the Settlement Agreement and approved by the Court.

11. **Released Claims.** Upon the Final Settlement Date, the Releasors shall fully release, covenant not to sue, and dismiss with prejudice all Claims arising from the facts alleged in any of the complaints Plaintiffs filed in the Lawsuit, or that were or could have been brought in the Lawsuit on the same factual predicate as the Claims alleged in any of the complaints Plaintiffs filed in the Lawsuit, except for Claims to enforce the Settlement, as provided for in the Settlement Agreement.

Upon the Final Settlement Date, Defendants shall release Plaintiffs and Class Members from the Released Claims as provided for in the Settlement Agreement.

12. **Attorneys' Fees and Litigation Expenses.** Class Counsel's request for an award of $6,200,000 in attorneys' fees and $727,406.93 in litigation expenses is approved.

13. **Settlement Administration Expenses.** Class Counsel's request for settlement administration expenses in the amount of $35,000 is also approved. The Court has approved these expenses ($20,000 to the Settlement Administrator and $15,000 to the Independent Fiduciary who was retained to review the Settlement on behalf of the Plan pursuant to applicable regulations) and finds that they are reasonable and appropriate.

14. **Class Representative Service Awards.** Plaintiffs' request for class representative service awards in the amount of $10,000 each to Plaintiffs Jamaal Lloyd and Anastasia Jenkins is denied.

15. **Continuing Jurisdiction of the Court.** This Court retains jurisdiction over the Parties and all Class Members to administer, construe, and enforce the Settlement Agreement in

accordance with its terms for the mutual benefit of the Parties, without affecting the finality of this Final Approval Order.

IT IS SO ORDERED.

Dated: August 17, 2026

Denise Cote

HON. DENISE COTE
U.S. DISTRICT COURT JUDGE