

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

TASHA BEARD, MARLON BELL, KIMBERLY
CASTILLO, CALEB CHEELY, NORMA CRIOLLO,
DERICK GODFREY, JANELL TARVER, and
DASHANAE ROBERTS, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

McDONALD'S CORPORATION,
McDONALD'S U.S.A., LLC, McDONALD'S
RESTAURANTS OF NEW YORK, INC.,

Defendants.

Case No. 14-cv-1664 (KAM)(RER)

ECF CASE

AMENDED GLOBAL SETTLEMENT AGREEMENT

THIS AMENDED GLOBAL SETTLEMENT AGREEMENT, including all exhibits hereto (collectively, with the Amended Global Settlement Agreement, the "Agreement"), is made and entered into by Defendants McDonald's Corporation, McDonald's USA, LLC and McDonald's Restaurants of New York, Inc. ("Defendants") and by Plaintiffs Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, Janell Tarver, and Dashanae Roberts ("Plaintiffs"), on behalf of themselves and the Class that Plaintiffs seek to represent (as defined herein).

WHEREAS, on March 13, 2014, in a case styled *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), filed in the Eastern District of New York (the "Litigation"), Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, and Derick Godfrey sued Defendants in the United States District Court for the Eastern District of New York ("Court"). The putative class action complaint ("Complaint") included allegations under New York law on behalf of the Class and allegations under the Fair Labor Standards Act on behalf of the individual Plaintiffs;

WHEREAS, on July 31, 2014, Plaintiffs filed an Amended Complaint against Defendants in which they added two new Plaintiffs, Janell Tarver and Dashanae Roberts;

WHEREAS, on April 13, 2015, the Court indicated its intention to dismiss Derick Godfrey from the lawsuit for his failure to comply with a discovery order, and dismissed Derick Godfrey on October 15, 2015;

WHEREAS, Defendants deny all of the allegations against them and deny that they are liable for damages to anyone with respect to the causes of action asserted in the Litigation;

WHEREAS, Plaintiffs and Defendants engaged in a private mediation session and in arms-length negotiations and reached a settlement, the principal terms of which were memorialized in a Term Sheet signed by the Parties at the mediation;

WHEREAS, the Parties maintain their respective convictions as to the merits of the Litigation. Nonetheless, the Parties recognize that continued litigation, including any appeals, would be protracted, expensive, uncertain, and contrary to their respective best interests. Accordingly, the Parties believe that this Agreement is the most efficient and beneficial method to resolve the Litigation;

WHEREAS, this Agreement is intended to, and does, effectuate the full, final, and complete resolution of the allegations and claims that were asserted, or could have been asserted, in the Litigation, including any appeals, by Plaintiffs and/or the class members that Plaintiffs seek to represent.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to various terms defined elsewhere, the terms listed in this Section shall have the meanings ascribed to them for the purposes of this Agreement.

1.1 **Claims Administrator.** “Claims Administrator” means the entity jointly selected by the Parties to provide notice to the Class (as defined below) and administer payments under the terms of this Agreement.

1.2 **Defendants’ Counsel.** “Defendants’ Counsel” refers to Jones Day. For purposes of providing any notices required under this Agreement, Defendants’ Counsel shall refer to Matthew W. Lampe, 222 East 41st Street, New York, New York 10017.

1.3 **Class Counsel.** “Class Counsel” refers to Cohen Milstein Sellers & Toll PLLC and Gladstein, Reif & Meginniss, LLP. For purposes of providing any notices required under this Agreement, Class Counsel shall refer to Joseph M. Sellers, 1100 New York Ave., NW, Suite 500, Washington, DC 20005.

1.4 **Class; Class Member.** “Class” shall mean current and former employees of McDonald’s Restaurants of New York, Inc. (“McDonald’s”) who worked in a Covered Position in a restaurant owned and operated by McDonald’s in New York at any time during the Covered Period. A member of the class is a “Class Member.”

1.5 **Covered Position.** “Covered Position” shall mean hourly paid, non-exempt, non-managerial positions, which are identified in McDonald’s payroll system by payroll job class 9 (“Other Crew”) or payroll job class 7 (“Primary Maintenance”).

1.6 **Covered Period.** The “Covered Period” shall mean March 13, 2008 through the date of entry of the Order Granting Preliminary Approval, as defined in Section 1.11. For

purposes of this Agreement, “entry” of an Order shall mean that the Court has signed the Order and the Parties have received notification of the Order following its entry on the Court’s docket.

1.7 **Effective Date.** “Effective Date” shall be the date that all of the following have occurred:

(A) The Court has entered judgment and ruled on the motion for attorneys’ fees and reasonable costs pursuant to Section 3.2 and service payments pursuant to Section 3.3; and

(B) The judgment and the rulings on such motions have become Final. “Final” means the later of:

(1) The expiration of the governing time periods for seeking rehearing, reconsideration, appellate review and/or an extension of time for seeking appellate review, without any such actions being taken; or

(2) If rehearing, reconsideration, appellate review, and/or an extension of time for seeking appellate review is sought, 30 calendar days after any and all avenues of rehearing, reconsideration, appellate review, and/or extension of time have been exhausted; no such further action is permitted; the time for seeking such further action has expired; and the judgment has not been modified, amended, or reversed in any way.

1.8 **Fairness Hearing.** “Fairness Hearing” shall mean the hearing in the Litigation on a motion for judgment and final approval of this Agreement. The Parties will jointly file such a motion under the terms of this Agreement.

1.9 **Final Approval.** “Final Approval” shall mean the Court’s entry of an order and a judgment in a form agreed to by the Parties granting final approval to this Agreement and dismissing the Litigation with prejudice.

1.10 **Parties.** “Parties” or “Party” shall mean McDonald’s Corporation, McDonald’s USA, LLC, McDonald’s Restaurants of New York, Inc., and Plaintiffs. In the event that a class is certified, undersigned Class Counsel is authorized to represent the Plaintiffs and Qualified Class Members and to take positions in this matter on their behalf.

1.11 **Preliminary Approval.** “Preliminary Approval” shall mean the Court’s entry of an order (hereinafter “Order Granting Preliminary Approval”), in the form attached as **EXHIBIT A**, conditionally certifying the Class and preliminarily approving, inter alia, the terms and conditions of this Agreement, the manner and timing of providing notice to the Class, and the time period for opt-outs and objections.

1.12 **Qualified Class Member.** “Qualified Class Member” means a Class Member who does not opt out and who therefore becomes eligible for a Settlement Payment as described in Section 3.4.

1.13 **Qualified Settlement Fund or QSF.** “Qualified Settlement Fund” or “QSF” means the fund or account established by the Settlement Claims Administrator, within the meaning of Treasury Regulation § 1.468B-1, *et seq.*

1.14 **Settlement Checks.** “Settlement Checks” means the checks issued to Qualified Class Members for their share of the Net Settlement Amount (as defined herein) calculated in accordance with Paragraph 3.4(C) of this Agreement.

2. APPROVAL OF SETTLEMENT AND CLASS NOTICE

2.1 Retention of Claims Administrator.

(A) Within 7 calendar days of Preliminary Approval, the Parties shall retain a Claims Administrator, who shall be responsible for claims administration and various other duties described in this Agreement. The duties of the Claims Administrator shall be limited to those described in this Agreement, and the Claims Administrator shall have no discretion beyond that granted by this Agreement. The Claims Administrator and Class Counsel shall be required to agree in writing to treat information they receive and/or generate as part of the claims administration process as Highly Confidential and to use such information solely for purposes of claims administration, pursuant to the Stipulated Protective Order entered in this Litigation. The Claims Administrator shall not provide Class Counsel with access to any payroll data, names, addresses, or social security numbers of Class Members provided to or obtained by the Claims Administrator in connection with its duties under the terms of this Agreement. The Claims Administrator shall not provide Defendants’ Counsel with information regarding legal or factual inquiries made by Class Members to the Claims Administrator, or other communications from or with class members except as agreed by the Parties or otherwise required by this Agreement. In the event that the Claims Administrator receives such inquiries, the Claims Administrator may respond to routine inquiries and will refer inquiries requiring legal advice to Class Counsel. Nothing herein shall prevent the Claims Administrator from sharing with Defendants’ Counsel and Class Counsel the names of any Class Members who have opted out; the identity of any Class Members who raise legal inquiries with Class Counsel and any data regarding such Class Members that is necessary to address such inquiries; the status of any settlement checks and whether they have been cashed or deposited; objections to the settlement agreement; any other information that this Agreement permits the Claims Administrator to share; and/or any information that Class Counsel and Defendants’ Counsel agree the Claims Administrator may share. Except upon the consent of the other Party’s Counsel, neither Party’s Counsel shall have the authority or ability to expand the duties, responsibilities or authority of the Claims Administrator beyond those described in this Agreement.

(B) All fees and expenses of the Claims Administrator shall be paid out of the Total Settlement Amount, as defined by Section 3.1. The Claims Administrator shall be required to agree to a reasonable not-to-exceed cap for all fees and expenses for claims administration work. If the settlement is not given final approval by the Court or the Court’s judgment does not become Final, the Parties shall bear settlement administration fees and costs equally.

(C) Without limiting any duties set forth elsewhere in this Agreement:

(1) The Claims Administrator shall be responsible for mailing Notice (as defined below) and tax forms to Class Members; responding to Class Member inquiries; calculating settlement allocations; establishing and administering the QSF; collecting and evaluating tax forms submitted by Class Members and Class Counsel; distributing settlement payments; calculating and withholding Class Members' share of applicable payroll taxes (including, without limitation, federal, state, and local income tax withholding and the employee portion of FICA, Medicare and any applicable state or local employment taxes) ("Income Withholding and Employee Portion Payroll Taxes"); remitting such withheld Income Withholding and Employee Portion Payroll Taxes to the appropriate Taxing Authorities and fulfilling all tax reporting requirements with respect thereto; calculating the employer share of applicable payroll taxes (including, without limitation, FUTA, SUTA and the employer portion of FICA, Medicare and any applicable state or local employment taxes) ("Employer Portion Payroll Taxes"); remitting such Employer Portion Payroll Taxes (to be funded by McDonald's) to the appropriate Taxing Authorities and fulfilling all tax reporting requirements thereto; preparing and filing all tax returns necessary for the settlement and the QSF; preparing one or more declarations regarding the claims administration process; and performing such other duties as the Parties may jointly direct or as are specified herein, either in this Section 2.1(C) or elsewhere in this Agreement.

(2) The Claims Administrator shall mail the Notice of Settlement of Class Action ("Notice") to Class Members in accordance with Section 2.3.

(3) The Claims Administrator shall provide weekly reports to counsel for the Parties providing the status of the claims administration process, including: (1) the status of mailing the Notice to Class Members and employee ID numbers of Class Members for whom the Notice was returned as undeliverable; (2) the names of Class Members who submit Opt-Out Statements or objections; and (3) and the status of the claims administration process, distribution of the Settlement Checks, tax withholding and reporting, and other matters relating to the settlement.

(4) The Claims Administrator shall take the following reasonable steps to obtain updated addresses of any Class Members for whom a Notice is returned by the Post Office as undeliverable: (1) process the name and address through the United States Postal Service's National Change of Address database; (2) perform address searches using public and proprietary electronic resources that lawfully collect address data from various sources such as utility records, property tax records, motor vehicle registration records, and credit bureaus; and (3) any other steps the Claims Administrator deems warranted. The Claims Administrator shall attempt re-mailings as described in Section 2.3(F) of this Agreement. The Claims Administrator shall notify Class Counsel and Defendants' Counsel of any Notice sent to a Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.

(5) The Claims Administrator shall keep accurate records of the dates on which it sends Notice to Class Members.

(6) The Claims Administrator shall promptly provide a current IRS Form W-9 of the QSF to McDonald's so as not to delay the deposit of the Total Settlement Amount into the QSF, as set forth at Section 5(C).

(7) The Claims Administrator shall keep accurate records of all Opt-Out Statements in accordance with Section 2.4.

(8) The Claims Administrator shall keep accurate records of all objections in accordance with Section 2.5.

(9) The Claims Administrator shall prepare and mail Settlement Checks to Qualified Class Members and make other payments as required by this Agreement. The Claims Administrator shall notify Qualified Class Members of the deadline described in Section 3.4(D) for cashing, depositing or otherwise negotiating Settlement Checks.

(10) The Claims Administrator shall provide counsel for the Parties with weekly reports showing the number of Settlement Checks that have been cashed, deposited or otherwise negotiated and any Settlement Checks that have been returned as undeliverable in accordance with Section 5(E).

(11) The Claims Administrator shall calculate and handle tax withholding, payment and reporting in accordance with Section 3.5 and, in furtherance of this responsibility, may request, as necessary, tax forms or other information from Class Members and Class Counsel (such as applicable state tax forms) in addition to those IRS forms required to be completed and submitted as provided in this Agreement.

(12) The Claims Administrator shall return to McDonald's any remaining amounts in the QSF within thirty (30) Days following the Check Cashing Period, in accordance with Section 3.4(D). Plaintiffs' Counsel shall have no liability to Class Members for any portion of the Unclaimed Settlement Amount returned to McDonald's as described in Section 3.4(D).

(13) Any other duties described elsewhere in this Agreement.

2.2 Preliminary Approval of Settlement. The Parties will submit this Agreement to the Court and will jointly file a Motion for an Order Preliminarily Approving the Class Action Settlement (the "Motion for Preliminary Approval"). In connection with the Motion for Preliminary Approval, the Parties shall also submit the proposed Preliminary Approval Order (in the form attached as **EXHIBIT A**), a proposed Notice (in the form attached as **EXHIBIT B**), a proposed Opt-Out Statement (in the form attached as **EXHIBIT C**), and proposed Individual Releases to be signed by the Plaintiffs in exchange for the service payments described in Section 3.3 (in the form attached as **EXHIBIT D**). In the Motion for Preliminary Approval, among other things, (i) the Parties shall seek preliminary approval of this Agreement, including settlement of the claims of the Class Members, and preliminary approval of the form of releases that are part of the settlement of the Litigation, and (ii) Plaintiffs shall seek (and Defendants will not oppose), for settlement purposes only, provisional certification of the Class under Fed. R. Civ. P. 23. Defendants will thereafter provide timely notice of such submission pursuant to the Class Action Fairness Act.

2.3 Notice of Settlement.

(A) Within 30 calendar days following Preliminary Approval, Defendants will provide the Claims Administrator and Class Counsel with a list, in electronic form, of the employee ID numbers of all Class Members, as well as their dates of employment while working in a Covered Position during the Covered Period up through Preliminary Approval as listed in McDonald's payroll system. Such information shall be treated as Highly Confidential pursuant to the Stipulated Protective Order entered in the Litigation. Defendants will also provide the Claims Administrator only with a list of names, last known addresses, and social security numbers for all such Class Members, which shall also be treated by the Claims Administrator as Highly Confidential.

(B) The data provided by Defendants to the Claims Administrator pursuant to this Agreement (other than address information) shall be conclusively presumed to be accurate.

(C) Promptly following Preliminary Approval by the Court, in an order in the form attached as **EXHIBIT A** hereto, the Claims Administrator shall prepare final versions of the following documents that incorporate the relevant dates and deadlines in the Court's order: (1) a Notice in the form attached as **EXHIBIT B**, and (2) an Opt-Out Statement in the form attached as **EXHIBIT C**.

(D) Prior to the Initial Mailing Deadline referenced below in Section 2.3(E), the Claims Administrator will make reasonable efforts, as determined exclusively by the Claims Administrator, to obtain valid current addresses for Class Members through the national change of address database, or other similar database approved by the Parties.

(E) Within 15 calendar days after the Defendants' delivery of the information referenced in Section 2.3(A) (the "Initial Mailing Deadline"), the Claims Administrator shall mail, via First Class United States mail, postage prepaid, the final versions of the documents referenced in Section 2.3(C) to each Class Member.

(F) After the initial mailing, for any Class Member for whom the documents referenced in Section 2.3(C) are returned by the post office as undeliverable, the Claims Administrator shall take the following additional reasonable steps to obtain the correct address for those Class Members: (1) process the name and address through the United States Postal Service's National Change of Address database; (2) perform address searches using public and proprietary electronic resources that lawfully collect address data from various sources such as utility records, property tax records, motor vehicle registration records and credit bureaus; and (3) any other steps that the Claims Administrator deems warranted. Where correct addresses are obtained, the Claims Administrator shall attempt to re-mail documents to those Class Members for whom the documents were returned by the post office as undeliverable. In no event shall the Claims Administrator attempt re-mailing of the Notice to any Class Member more than 60 calendar days after the date of the initial mailing. The Claims Administrator shall promptly notify Class Counsel and Defendants' Counsel of any documents returned by the post office as undeliverable.

2.4 Class Member Opt-Out.

(A) Any Class Member may request exclusion by “opting out.” To do so, a Class Member must submit a written and signed request for exclusion to the Claims Administrator, in the form of the Opt-Out Statement attached as **EXHIBIT C**.

(B) To be effective, a Class Member’s Opt-Out Statement must be sent to the Claims Administrator via First-Class United States mail, postage prepaid.

(C) The Opt-Out Statement must be postmarked no later than the date specified in the Notice. This date will be the first business day 75 calendar days after the Initial Mailing Deadline. The period of time between the Initial Mailing Deadline and 75-day deadline for opting out shall be referred to as the “Opt-Out Period.”

(D) The Claims Administrator shall stamp the postmark date on the original of each Opt-Out Statement that it receives. Within 3 business days of its receipt thereof, the Claims Administrator shall send to Class Counsel and Defendants’ Counsel copies of each such Opt-Out Statement, with all address and social security numbers redacted from them. This obligation shall be on-going, regardless of whether the Opt-Out Statement is timely or not.

(E) Within 5 calendar days after the end of the Opt-Out Period, the Claims Administrator shall file with the Clerk of Court copies of any timely submitted Opt-Out Statements. The filed copies shall be stamped as described in Section 2.4(D), and all address information and social security numbers shall be redacted from them. Additionally, within 5 calendar days after the end of the Opt-Out Period, the Claims Administrator shall send to Class Counsel and Defendants’ Counsel a final list of all persons who timely submitted Opt-Out Statements and stamped copies of any Opt-Out Statements received with Social Security Numbers and addresses redacted. The Claims Administrator shall retain the originals of all envelopes accompanying Opt-Out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

(F) Any Class Member who does not timely opt out will be bound by the release set forth in Section 4.

2.5 **Objections To Settlement.**

(A) Class Members (other than those who have opted out pursuant to Section 2.4) may object to the proposed settlement. To do so, an objector must first present his or her objections to the Claims Administrator in writing. Such objections must be sent to the Claims Administrator via First-Class United States mail, postage prepaid.

(B) Objections must be postmarked no later than the date specified in the Notice, which will be the first business day 75 calendar days after the Initial Mailing Deadline (to be specified in the Court’s order), and they must be received by the Claims Administrator no later than 20 days after the end of the Opt-Out Period. The Claims Administrator shall stamp the postmark date and the date received on the original of any such objection. Additionally, the Claims Administrator shall send copies of each objection to Class Counsel and Defendants’ Counsel by e-mail not later than 2 business days after receipt thereof. The Claims Administrator shall also file the date-stamped originals of any and all objections with the Clerk of Court within 30 calendar days after the end of the Opt-Out Period.

(C) An objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state his or her intention to do so at the time he/she submits his/her written objections to the Claims Administrator. No Class Member may speak at the Fairness Hearing unless he or she has filed a timely objection that complies with the procedures provided in Section 2.5(A) and (B). Those who file timely objections in written form need not attend or speak at the Fairness Hearing in order for the Court to consider their submission.

(D) The Parties may file with the Court written responses to any filed objections together with their motion for final approval of the settlement prior to the Fairness Hearing.

2.6 Motion for Judgment and Final Approval. Not later than 30 calendar days after the end of the Opt-Out Period, the Parties will file a Motion for Judgment and Final Approval in which: (1) Plaintiffs will request an order granting final certification, for settlement purposes, of the Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and (2) the Parties will request: (i) final approval of this Agreement, including a ruling that the Agreement is final, fair, reasonable, adequate, and binding on all Class Members who have not timely opted out pursuant to Section 2.4; (ii) entry of judgment in a form agreed to by the Parties and in accordance with this Agreement; (iii) dismissal of the Litigation with prejudice, subject to the Court's retention of jurisdiction to oversee enforcement of the Agreement; and (iv) an order approving as fair the individual releases in the form attached as **EXHIBIT D**. The Parties' Motion for Judgment and Final Approval will be considered separate and apart from the Court's consideration of any applications for attorneys' fees and costs and/or service payments, and the Court's ruling on any such separate applications will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Judgment and Final Approval. Defendants will not oppose Plaintiffs' request for an order granting final certification for settlement purposes only.

2.7 Settlement Checks. Within 60 days of the Effective Date or 14 days after the date on which the Court resolves any disputes under Section 5(B) of the Agreement, whichever is later, each Class Member who does not opt out pursuant to Section 2.4 will be sent a Settlement Check containing a Settlement Payment as described in Section 3.4(C), which will contain the following affirmation above the signature line on the back of the check:

"I understand and acknowledge that I am bound by the release of claims described in Section II.e. of the Notice I was provided in connection with the *Beard v. McDonald's* lawsuit."

2.8 Defendants' Right to Terminate Based On Excessive Opt-Outs. Defendants shall have the absolute discretionary right to terminate this Agreement at any time prior to Final Approval in the event that 500 or more Class Members timely submit Opt-Out Statements.

2.9 Effect of Termination or Failure to Obtain Preliminary or Final Approval. In the event that this Agreement is not approved in its entirety by the Court, and/or the Court does not grant Preliminary Approval or Final Approval; or in the event that this Agreement is terminated, cancelled, declared void, or fails to become effective in accordance with its terms; or

if the judgment agreed to by the Parties does not become Final; or if the Effective Date does not occur, the Parties shall proceed as follows:

- (A) Defendants shall have no obligation to make any payments provided for by this Agreement.
- (B) The Term Sheet (previously agreed to by the Parties) and this Agreement (other than the non-admission provisions in Section 4.4 and this Section 2.9) shall be deemed null and void, and their terms and provisions shall have no further force or effect.
- (C) Neither this Agreement, nor any other related papers or orders, nor the negotiations leading to the Agreement shall be cited to, used, or deemed admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.
- (D) The Litigation shall proceed without prejudice as if this Agreement had not been executed, unless the Parties jointly agree to: (1) seek reconsideration or appellate review of the decision to deny Preliminary Approval or Final Approval in the form agreed to by the Parties, or (2) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement.
- (E) The Parties shall not be deemed to have waived any claims, objections, defenses, or arguments with respect to the issue of class action certification or the merits of Plaintiffs' claims in the Litigation or any other issue, but rather shall retain the right to assert or dispute all claims and allegations, to assert or dispute all applicable defenses, and to assert or dispute the propriety of class action certification on all applicable grounds.
- (F) Any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.
- (G) None of the information provided by Defendants to Plaintiffs or Class Counsel for purposes of settlement negotiations only or obtained by Plaintiffs or Class Counsel about Class Members as a result of the settlement approval process shall be used by Plaintiffs or Class Counsel in the Litigation, unless the information is obtained later through the litigation process.
- (H) Notwithstanding any other provision of this Agreement, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid to Class Counsel, or reducing the amount of any service payment, shall constitute grounds for cancellation or termination of this Agreement or grounds for limiting any other provision of the judgment agreed upon by the Parties. Class Counsel retains and reserves all rights to appeal or seek reconsideration of any order of the Court reducing the amount of attorneys' fees or costs to be paid to Class Counsel and/or any order of the Court reducing the amount of any service payment.

- (I) If this Agreement is terminated after Notice is sent, or if for any other reason the Effective Date does not occur after Notice is sent, the Claims Administrator shall provide notice to all Class Members informing them that the settlement did not become effective, that as a result, no payments will be made to Qualified Class Members under this Agreement, and that the Litigation will continue, along with any additional information jointly agreed to by Class Counsel and Defendants. Such notice shall be mailed by the Claims Administrator via United States First Class Mail, postage prepaid, to the addresses to which Notice was sent. The costs of such mailing shall be split equally between the Parties.
- (J) If the Class has already been certified for settlement purposes, the Parties agree that the order certifying the class will be vacated and that the Class that was certified as part of this Agreement shall be decertified and that the Parties shall jointly move as soon as practicable to obtain an order granting decertification. The Parties' joint motion for decertification shall be made without prejudice to Plaintiffs' right to make a subsequent motion for Class Certification. The fact of certification shall not be cited to, used, or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. The Parties agree that the Plaintiffs may move for Class Certification in the course of the litigation that resumes and that the joint motion for decertification shall not be cited to, used, or admissible in connection with any future motion for Class Certification.
- (K) In the event that Defendants terminate this Agreement pursuant to Section 2.8, Defendants shall incur the costs of mailing notice as set forth in Section 2.9(I).

3. CONSIDERATION

3.1 **Total Settlement Amount.** McDonald's agrees to pay \$1,500,000 ("Total Settlement Amount") into the QSF, which shall cover, resolve, and fully satisfy any and all amounts due under this Agreement, including but not limited to: (1) all payments to be made to Plaintiffs and Class Members pursuant to this Agreement; (2) all attorneys' fees and costs approved by the Court; (3) any court-approved service payments; and (4) the costs of settlement administration subject to the cap provided in Section 2.1(B). Under no circumstance shall Defendants be required to pay or contribute any monies in excess of the Total Settlement Amount, except as required to fund Employer Portion Payroll Taxes pursuant to Section 3.5(B) below.

3.2 Attorneys' Fees and Costs.

At the Fairness Hearing, Class Counsel may petition the Court for a payment of 30% of the Total Settlement Amount as an award of attorneys' fees, and reimbursement of reasonable litigation costs and expenses. Defendants will not oppose such a fee and cost application. All fees and costs approved by the Court shall be paid from the Total Settlement Amount. Prior to making any payment of such fees and costs to Class Counsel, Class Counsel shall have provided validly completed current IRS Forms W-9 to the Claims Administrator. Class Counsel understand and agree that such payment shall be Defendants' full, final, and complete payment

of all attorneys' fees and costs associated with Class Counsel's representation of individuals in connection with the Litigation, and that the fee and cost award by the Court shall supersede and extinguish, as of the Effective Date, any prior agreement between Class Counsel and any Plaintiff (and/or, as the case may be, any Class Member) concerning attorneys' fees and costs associated with the Litigation. Defendants shall have no additional liability for any fees and costs associated with the Litigation. The amount of any attorneys' fees or costs sought but not awarded shall become part of the Net Settlement Amount to be distributed to Qualified Class Members.

3.3 Service Payments.

(A) At the Fairness Hearing, Plaintiffs, through counsel, will apply for \$3,000 each in service payments to be deducted from the Total Settlement Amount.

(B) Defendants will not oppose any such application, provided however that each Plaintiff will not receive his or her service payment until: (1) the Court approves the payment and the form of the individual release attached as **EXHIBIT D**, (2) the Plaintiff has provided to Defendants' Counsel an individual release in the form attached as **EXHIBIT D** that he or she executed after the Court approves the service payment and form of the individual release, and (3) any applicable revocation period has expired without revocation by the Plaintiff.

(C) Any service payments approved by the Court shall be paid from the Total Settlement Amount.

(D) Prior to making any service payment to any Plaintiff pursuant to Section 3.3, such Plaintiff shall have provided a validly completed current IRS Form W-9 to the Claims Administrator.

(E) The service payments and the requirements for obtaining such payments set forth in this section are separate and apart from, and in addition to, other recovery to which Plaintiffs might be entitled and other requirements for obtaining such recovery under other provisions of this Agreement.

(F) The service payments shall constitute special awards to Plaintiffs and shall not be considered as a payment of overtime, salary, wages, and/or compensation to any Plaintiff under the terms of any company benefit plan or for any purpose except for tax purposes as provided under Section 3.5. The receipt of service payments shall not affect the amount of, contribution to, or benefit under any company benefit plan.

3.4 Settlement Payments.

(A) A Class Member who does not opt out pursuant to Section 2.4 will be deemed eligible for a payment hereunder. Regardless of whether or not he or she signs, negotiates, deposits, endorses, or cashes the Settlement Check, any Class Member who does not opt out pursuant to Section 2.4 is subject to the release set forth in Section 4.

(B) Settlement payments to Qualified Class Members shall not be considered as a payment of overtime, salary, wages, and/or compensation to any Qualified Class Member

under the terms of any company benefit plan or for any purpose except for tax purposes as provided under Section 3.5. The receipt of settlement payments shall not affect the amount of contribution to or level of benefits under any company benefit plan.

(C) The Claims Administrator shall calculate “Settlement Payments” for each Qualified Class Member. All Settlement Payments to Qualified Class Members shall be paid from the Total Settlement Amount. The Settlement Payments shall be calculated as follows:

(1) The Claims Administrator shall determine a “Net Settlement Amount,” which shall equal the Total Settlement Amount (as described in Section 3.1) minus the reserve set aside for reasonable costs of settlement administration (as described in Section 2.1), the amount of attorneys’ fees and reimbursement for costs approved by the Court (as described in Section 3.2), and the service payments to Plaintiffs (as described in Section 3.3).

(2) Each Qualified Class Member whose Settlement Payment (as calculated using the formula in Section 3.4(C)(3)) is less than \$4, shall receive a Settlement Payment of \$4 (“Alternate Payment”). The sum of the Alternate Payments shall be deducted from the Net Settlement Amount before the proportional share of other Qualified Class Members is calculated.

(3) For Qualified Class Members who do not receive the Alternate Payment described in the preceding subsection, each Qualified Class Member’s proportionate share of the Net Settlement Amount shall be determined according to the following formula as calculated by the Claims Administrator based on data provided by Defendants as described in Section 5 (in agreeing to this formula, which implements the Parties’ compromise as to the resolution of claims, Defendants do not admit that any Class Member’s claim has merit):

(a) The Net Settlement Amount, minus the Alternate Payments described in Section 3.4(C)(2) above, shall be allocated to two “Time Periods” as follows: One-sixth will be allocated to the time period from March 13, 2008 through April 5, 2011 (“Pre-2011 Time Period”), and 5/6 will be allocated to the time period after April 5, 2011 through Final Approval (“Post-2011 Time Period”).

(b) For each weekly “Pay Period” in which the Qualified Class Member held a Covered Position from March 13, 2008 through Final Approval, the Qualified Class Member will receive points based on his/her hours worked, as follows:

(i) If the Qualified Class Member’s REG hours are twenty (20) hours or fewer, he or she will be given .5 points for that weekly Pay Period.

(ii) If the Qualified Class Member’s REG hours are greater than twenty (20) but not more than thirty (30), he or she will be given .75 points for that weekly Pay Period.

(iii) If the Qualified Class Member's REG hours are more than thirty (30), he or she will be given 1 point for that weekly Pay Period.

(iv) The weekly "Pay Period" refers to each "Pay Period End Date" for which the Qualified Class Member has worked any number of hours in the REG pay code ("REG hours").

(c) The Claims Administrator shall determine each Qualified Class Member's points for Pay Periods in the pre-2011 Time Period and the post-2011 Time Period.

(d) The Claims Administrator shall determine each Qualified Class Member's "Distribution Percentage" for the pre-2011 Time Period and post-2011 Time Period by dividing the Qualified Class Member's total points for each respective Time Period by the total points for all Qualified Class Members in each respective Time Period.

(e) The Claims Administrator shall determine each Qualified Class Member's "pre-2011 Settlement Payment" and "post-2011 Settlement Payment" by multiplying each Qualified Class Member's Distribution Percentage for each respective Time Period by the Net Settlement Amount (less the sum of the Alternate Payments described in Section 3.4(C)(2)) allocated to each respective Time Period.

(f) The Claims Administrator will then add together each Qualified Class Member's pre-2011 Settlement Payment and post-2011 Settlement Payment to determine each Qualified Class Member's Settlement Payment.

(D) The Claims Administrator will determine the Unclaimed Settlement Amount, which is the total amount that remains in the Settlement Fund from Settlement Checks or Service Awards that are not cashed, deposited, or otherwise negotiated on or before the day that is 180 days from the date of the initial mailing of the Settlement Checks ("Check Cashing Period"). There shall be a 10-day grace period following the end of the Check Cashing Period to allow banking, financial, or other institutions to process any and all Settlement Checks cashed, deposited, or otherwise negotiated during the 180-day period. All Settlement Checks cleared through these institutions during the 10-day grace period shall be honored and be excluded from the Unclaimed Settlement Amount. The Unclaimed Settlement Amount, if any, shall revert to McDonald's. The Court's Order of Final Approval shall include a provision directing the reverter of the Unclaimed Settlement Amount on a date that is 190 days after the date of the initial mailing of Settlement Checks.

3.5 Taxability of Payments.

(A) For tax purposes, 50% of the respective Settlement Payments made to the respective payees pursuant to Section 3.4 shall be treated as back wages (the "Wage Portion"),

and 50% of such payments shall be treated as liquidated damages and interest (the “Non-Wage Portion”).

(B) The Claims Administrator, as administrator of the QSF making such payments, shall report the Wage Portion of the Settlement Payments to the respective payees and to the United States Internal Revenue Service and to other appropriate taxing authorities (“Taxing Authority” or “Taxing Authorities”) on IRS Forms W-2. Such Wage Portion of the Settlement Payments shall be subject to applicable Income Withholding and Employee Portion Taxes, as determined by the Claims Administrator as administrator of the QSF making such payments. McDonald’s shall bear the cost of the Employer Portion Payroll Taxes due with respect to such Wage Portion of the Settlement Payments, which Employer Portion Payroll Taxes will not come out of the Total Settlement Amount. The Claims Administrator shall provide to Defendants a calculation (in reasonable detail) of the Employer Portion Payroll Taxes due with respect to the Wage Portion of the Settlement Payments no later than fifteen (15) Days prior to the date such Employer Portion Payroll Taxes are due to be remitted to the applicable Taxing Authorities under applicable law. No later than 5 Days prior to such date, the Claims Administrator shall revise such calculation to take into account any reasonable comments to such calculation timely delivered by the Defendants. In the case of any dispute between the Defendants and the Claims Administrator as to such comments, the Defendants and the Claims Administrator agree to submit such dispute to an independent nationally-recognized accounting firm mutually agreeable to Defendants and the Claims Administrator, whose decision shall be binding on the Defendants and the Claims Administrator; provided that if the Employer Portion Payroll Taxes are due to be remitted to the applicable Taxing Authorities prior to such decision, the amount as determined by the Defendants shall be paid into the QSF and remitted to the applicable Taxing Authorities in accordance with the remainder of this Section 3.5(B), and any excess of the amount determined by the accounting firm over such amount so paid and remitted shall be further paid into the QSF after the accounting firm issues its decision and remitted to the applicable Taxing Authorities in accordance with the remainder of this Section 3.5(B). McDonald’s shall pay an amount equal to the Employer Portion Payroll Taxes determined pursuant to this Section 3.5(B) into the QSF no later than two (2) days prior to such due date for remittance by the Claims Administrator to the applicable Taxing Authorities. The Claims Administrator shall timely remit all such Employer Portion Payroll Taxes (received in accordance with the preceding sentence) and all applicable Income Withholding and Employee Portion Taxes to the appropriate Taxing Authorities.

(C) The Claims Administrator, as administrator of the QSF, shall report the Non-Wage Portion of the Settlement Payments pursuant to this Section to the respective payees and Taxing Authorities, to the extent required by law, under the payees’ names and federal taxpayer identification numbers on IRS Forms 1099, and such payments shall be paid without deductions for taxes and withholdings, except as required by law, as determined by the Claims Administrator as administrator of the QSF making such payments.

(D) The Claims Administrator, as administrator of the QSF, shall report to the respective payees and to the Taxing Authorities on IRS Forms 1099 any service payments made pursuant to Section 3.3, and such payments shall be paid without deductions for taxes and withholdings, except as required by law, as determined by the Claims Administrator as administrator of the QSF making such payments.

(E) The Claims Administrator, as administrator of the QSF, shall report the fees and costs paid to Class Counsel pursuant to Section 3.2 to Class Counsel and to the Taxing Authorities on IRS Forms 1099, under Class Counsel's respective federal taxpayer identification numbers. Payment of such fees and costs to Class Counsel shall be made without deductions for taxes and withholdings, except as required by law, as determined by the Claims Administrator as administrator of the QSF making such payments.

(F) In the event that it is subsequently determined by any Taxing Authority that any recipient of any payment made pursuant to this Agreement owes any additional taxes with respect to any such payment made under this Agreement, it is expressly agreed that liability for such taxes rests exclusively with the recipient and that Defendants will not be responsible for the payment of such taxes, including any interest and penalties.

(G) The Defendants shall have no liability or responsibility whatsoever for taxes of the QSF, Plaintiffs, any Class Member, Class Counsel, or any other person, or for the filing of any tax returns, information reports or other documents with the Internal Revenue Service or any other taxing authority with respect thereto. Each recipient of any payment made pursuant to this Agreement will be solely responsible for all taxes, interest and penalties owed by the recipient with respect to any payment received pursuant to this Agreement, and will indemnify, defend, and hold Defendants and the Claims Administrator harmless from and against any and all taxes and interest as a result of such recipient's failure to timely pay such taxes. Plaintiffs, on behalf of the Class, acknowledge and agree that Defendants have provided no advice as to the taxability of the payments received pursuant to this Agreement.

(H) For tax purposes:

(1) McDonald's shall be the "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1) to the QSF with respect to the amounts transferred;

(2) The Claims Administrator shall be the "administrator" of the QSF within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)(2) or any other applicable law on or with respect to the QSF, and in accordance with Section 3.5(B) of this Agreement; and

(3) McDonald's and the Claims Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Treasury Regulation § 1.468B-1(j).

4. RELEASE

4.1 Release of Claims.

By operation of the entry of the judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement, each Plaintiff and each

Class Member who does not timely opt out pursuant to Section 2.4 forever and fully releases Defendants and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a Defendant in the Litigation (collectively, the “Released Parties”) from any and all past and present matters, claims, demands, causes of action, and appeals of any kind, whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, local, or other applicable law, which any such individual has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that arise out of or relate to the facts, acts, transactions, occurrences, events or omissions alleged in the Litigation and that arose during any time that such individual was employed by McDonald’s in a Covered Position up until the date of the entry of the order granting Final Approval (“Released Claims”). The Released Claims include without limitation claims asserted in the Litigation, including but not limited to in the Complaint, Amended Complaint, and discovery, and any other claims based on state, federal, local or other applicable law governing uniforms or work attire, failure to make payments related to uniform costs or uniform maintenance, failure to provide uniforms or maintain uniforms, and failure to pay for time spent maintaining or costs incurred in maintaining uniforms, including without limitation claims under the New York Minimum Wage Act, New York Labor Law §§ 650 *et seq.*, New York Wage Payment Act, New York Labor Law §§ 190 *et seq.*, the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 137, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, the Fair Labor Standards Act (“FLSA”), and all other statutes and regulations relating to the foregoing.

4.2 Release of Attorneys’ Fees and Costs. Class Counsel and Plaintiffs, on behalf of the Class and each individual member of the Class, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Defendants and Released Parties for attorneys’ fees or costs associated with the Litigation and Class Counsel’s representation of any and all individuals in the Litigation. Class Counsel further understand and agree that any fee payments approved by the Court will be Defendants’ full, final, and complete payment of all attorneys’ fees and costs associated with Class Counsel’s representation of these individuals. Defendants shall have no additional liability for any attorneys’ fees and costs associated with the Litigation.

4.3 No Assignment. Class Counsel and Plaintiffs, on behalf of the Class and each individual member of the Class, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

4.4 Non-Admission of Liability. By entering into this Agreement, Defendants in no way admit any violation of law or any liability whatsoever to Plaintiffs, Class Members, or any other individual, individually or collectively, all such liability being expressly denied. Likewise, by entering into this Agreement, Defendants in no way admit to the suitability of this case for

class action litigation other than for purposes of settlement. Rather, Defendants enter into this agreement to avoid further protracted litigation and to resolve and settle all disputes. Settlement of the Litigation, negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of the Defendants or of the truth of any of the factual allegations asserted in the Litigation; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendants in any civil, criminal, administrative, or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class certification or administration other than for purposes of administering this Agreement. The Parties understand and agree that this Agreement and all exhibits hereto are settlement documents and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

5. PLAN OF DISTRIBUTION

(A) Within 30 calendar days after Final Approval, McDonald's will provide the Claims Administrator with payroll data containing the regular hours worked by each Class Member for each Pay Period during which the Class Member held a Covered Position during the time period March 13, 2008 through Final Approval. This data, and any other data provided by McDonald's to the Claims Administrator pursuant to this Agreement shall be conclusively presumed to be accurate. This data will also be considered Highly Confidential pursuant to the Stipulated Protective Order entered in this Litigation.

(B) Within 20 calendar days after the Effective Date, the Claims Administrator shall provide to Class Counsel and Defendants' Counsel a proposed plan of distribution of the Total Settlement Amount, containing the employee id numbers of and proposed distribution to Qualified Class Members ("Plan of Distribution"). At the same time, the Claims Administrator shall also provide an itemized list of its costs and expenses and all other amounts to be deducted from the Total Settlement Amount (which shall not exceed the agreed-upon cap referred to in Section 2.1(B)). Each Party shall have 7 calendar days from receipt of the Plan of Distribution to serve the other Party and the Claims Administrator with any corrections to the Plan of Distribution, or to comment on the administrative costs and expenses or other deductions. The Claims Administrator shall make any changes to the Plan of Distribution mutually agreed upon by the Parties in writing and then serve the final Plan of Distribution within 7 calendar days of receiving the last of such corrections. If the Parties disagree over the Plan of Distribution, they will submit any disagreement to the Court for resolution.

(C) Within 30 calendar days after the Effective Date or 7 calendar days after the Court resolves any disagreement submitted to the Court pursuant to Section 5(B), McDonald's will transfer to the Claims Administrator, to be maintained in one or more QSFs, the Total Settlement Amount.

(D) Within 60 calendar days after the Effective Date, or 14 calendar days after the date on which the Court resolves any disputes under Section 5(B), whichever is later, the

Claims Administrator will distribute the funds in the QSF as of such date (“QSF Balance”) by making the following payments:

(1) Reimbursing Class Counsel for all costs and expenses approved by the Court as described in Section 3.2;

(2) Paying Class Counsel their Court-approved attorneys’ fees as described in Section 3.2;

(3) Paying Plaintiffs any Court-approved Service Payments as described in Section 3.3, provided that each Plaintiff will not receive his or her service payment until: (1) the Court approves the payment and the form of the individual release attached as **EXHIBIT D**, and (2) the Plaintiff has provided to Defendants’ Counsel an individual release in the form attached as **EXHIBIT D** that he or she executed after the Court approves the service payment and form of the individual release, and (3) any applicable revocation period has expired without revocation by the Plaintiff; and

(4) Paying each Qualified Class Member his or her Settlement Payment as described in Section 3.4(C).

(E) After the Claims Administrator sends each Qualified Class Member his or her Settlement Payments as described in Section 5(D)(4), the Claims Administrator shall provide counsel for the Parties with weekly reports showing the number of Settlement Checks that have been cashed, deposited or otherwise negotiated and any Settlement Checks that have been returned as undeliverable.

(F) The Claims Administrator shall use reasonable efforts to make a second mailing to Qualified Class Members whose Settlement Checks are returned because of incorrect addresses. Any additional efforts undertaken shall be at the sole discretion of the Claims Administrator. All efforts of the Claims Administrator to send Settlement Checks to Qualified Class Members shall cease no later than 120 calendar days after the Claims Administrator makes the initial mailing of the Settlement Checks. Any Settlement Check not deposited, cashed or otherwise negotiated by the Qualified Class Member within the Check Cashing Period defined in Section 3.4(D) shall be void. Payment will be stopped on such check, and the amount thereof shall become part of the Unclaimed Settlement Amount as described in Section 3.4(D).

(G) In connection with the foregoing, the Claims Administrator will also timely mail all associated tax forms described in Section 3.5.

6. MISCELLANEOUS

6.1 **Cooperation Between The Parties; Further Acts.** The Parties shall cooperate fully with each other and shall use reasonable efforts to obtain the Court’s approval of this Agreement and all of its terms. Each of the Parties, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

6.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein. All prior and contemporaneous negotiations and understandings between the Parties, including but not limited to the Global Settlement Agreement that was filed with the Court on November 24, 2015, shall be deemed merged into this Agreement. The Parties agree that this Agreement shall not affect the enforceability of any independent separation agreement or release agreement entered into by any Class Member.

6.3 **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiffs and the Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

6.4 **Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering this Agreement.

6.5 **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

6.6 **Construction.** This Agreement shall be construed in accordance with the laws of the State of New York. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement; therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

6.7 **Force and Effect.** Following the Effective Date, if any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

6.8 **Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated hereby. The Court shall not have jurisdiction to modify the terms of the Agreement or to increase Defendants' payment obligations hereunder.

6.9 **Waivers, etc. to be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

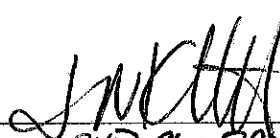
6.10 **Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Parties had signed the same instrument.

6.11 **Facsimile & Email Signatures.** Any signature made and transmitted by facsimile or email for the purposes of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.

6.12 **Signature by Class Counsel.** By their signatures below, Class Counsel execute this Agreement as to the duties and obligations herein that pertain to Class Counsel.

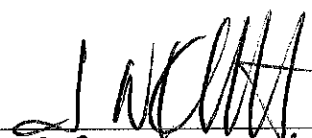
DATED: December __, 2015

McDonald's Restaurants of New York, Inc.

By: 
Its: SVP, Chief Counsel

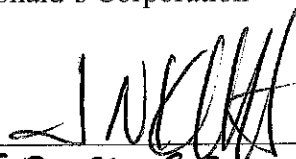
DATED: December __, 2015

McDonald's USA, LLC

By: 
Its: SVP, Chief Counsel

DATED: December __, 2015

McDonald's Corporation

By: 
Its: SVP, Chief Counsel

DATED: December __, 2015

COHEN MILSTEIN SELLERS & TOLL
PLLC

By: _____
Joseph Sellers, Class Counsel

DATED: December __, 2015

GLADSTEIN, REIF & MEGINNISS, LLP

By: _____
Jim Reif, Class Counsel

DATED: December __, 2015

McDonald's Restaurants of New York, Inc.

By: _____
Its: _____

DATED: December __, 2015

McDonald's USA, LLC

By: _____
Its: _____


DATED: December __, 2015

McDonald's Corporation

By: _____
Its: _____

DATED: December 14, 2015

COHEN MILSTEIN SELLERS & TOLL
PLLC

By: 
Joseph M. Sellers, Class Counsel

DATED: December 14, 2015

GLADSTEIN, REIF & MEGINNISS, LLP

By: 
Jim Reif, Class Counsel

By: _____
Plaintiff Tasha Beard

By: _____
Plaintiff Marlon Bell

By: _____
Plaintiff Kimberly Castillo

By: _____
Plaintiff Caleb Cheely

By: _____
Plaintiff Norma Criollo

By: _____
Plaintiff Janell Tarver

By: _____
Plaintiff Dashanae Roberts

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

TASHA BEARD, MARLON BELL, KIMBERLY CASTILLO, CALEB CHEELY, NORMA CRIOLLO, DERICK GODFREY, JANELL TARVER, and DASHANAE ROBERTS, on behalf of themselves and others similarly situated,

Plaintiffs,

v.

McDONALD'S CORPORATION,
McDONALD'S U.S.A., LLC, McDONALD'S RESTAURANTS OF NEW YORK, INC.,

Defendants.

Case No. 14-cv-1664 (KAM)(RER)

ECF CASE

[PROPOSED] ORDER OF PRELIMINARY APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT

After engaging in months of discovery and participating in a private mediation session, Defendants McDonald's Corporation, McDonald's USA, LLC and McDonald's Restaurants of New York, Inc. ("Defendants") and Plaintiffs Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, Janell Tarver, and Dashanae Roberts ("Plaintiffs"), on behalf of themselves and a Class defined herein, have negotiated a settlement of this litigation. The terms of the proposed settlement are set forth in the proposed Global Settlement Agreement, with exhibits ("Settlement Agreement").

On November 24, 2015, the Parties filed a Motion for an Order Preliminarily Approving the Class Action Settlement (the "Motion"), attaching the Settlement Agreement. In the Motion, Plaintiffs requested that this Court provisionally certify for settlement purposes only a class under Federal Rule of Civil Procedure 23, and Defendants agreed not to contest certification for settlement purposes only. The Parties also requested that the Court grant preliminary approval to the Settlement Agreement, including the plan of allocation in that Agreement, and that the Court approve a proposed Notice of Settlement of Class Action ("Class Notice," attached hereto as

Exhibit B to the Settlement Agreement) and a proposed Opt-Out Statement (attached hereto as Exhibit C to the Settlement Agreement). Having reviewed the Settlement Agreement and Motion, along with the Plaintiffs' and Defendants' prior submissions in this matter, the Court now FINDS, CONCLUDES, AND ORDERS as follows:

I. Background

Plaintiffs in this lawsuit are or were employed by McDonald's Restaurants of New York, Inc. in hourly, non-exempt, non-managerial roles. Plaintiffs bring class-wide claims under the New York Labor Law ("NYLL") for statutory payments related to maintenance of uniforms, liquidated damages, interest, and attorneys' fees and costs. Plaintiffs also bring individual claims under the Fair Labor Standards Act ("FLSA") and NYLL for time spent maintaining their uniforms. Defendants dispute Plaintiffs' claims and deny any liability for these claims. Nonetheless, the Plaintiffs and Defendants have entered into the Settlement Agreement solely for the purposes of compromising and settling their disputes in this matter.

II. Definition Of The Settlement Class

As part of the Settlement Agreement, Defendants have agreed not to oppose, for settlement purposes only, provisional certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3) of the following settlement class (the "Class"):

Current and former employees of McDonald's Restaurants of New York, Inc. ("McDonald's") who worked in hourly paid, non-exempt, non-managerial positions (identified in McDonald's payroll system by payroll job class 9 ("Other Crew") or payroll job class 7 ("Primary Maintenance")) in a restaurant owned and operated by McDonald's in New York at any time from and including March 13, 2008 through the date of entry of the Order Granting Preliminary Approval.

III. Rule 23 Certification of the Class

Preliminary settlement approval, provisional class certification, and appointment of class counsel have several practical purposes, including avoiding the costs of litigating class status

while facilitating a global settlement, ensuring all class members are notified of the terms of the proposed Agreement, and setting the date and time of the final approval hearing. *See In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 790-92 (3d Cir. 1995) (noting practical purposes of provisionally certifying settlement class); *Dorn v. Eddington Sec., Inc.*, No. 08 Civ. 10271, 2011 WL 382200, at *1 (S.D.N.Y. Jan. 21, 2011) (conditionally certifying wage and hour settlement class and granting preliminary approval of settlement).

This Court finds that Plaintiffs meet all of the requirements for class certification under Federal Rule of Civil Procedure 23(a) and (b)(3) for the present purposes of settlement only. Plaintiffs have demonstrated that their class is sufficiently numerous, that there are common issues across the class, that the Plaintiffs' claims are typical of the class, and that the Plaintiffs and their attorneys would be effective Class Representatives and Class Counsel, respectively, as required under Rule 23(a). The Court also finds that the common issues identified by Plaintiffs predominate over any individual issues in the case and that a class action is superior in this context to other modes of litigating this dispute. The Court need not address the issue of manageability because the class certification request is made in the context of settlement only, and thus finds that the purported Class satisfies the necessary elements of Rule 23(b)(3) as well. Therefore, pursuant to Rule 23(c) and (e), the Court certifies this class for the purposes of settlement, notice, and award distribution only at this time.

Should this Settlement not receive final approval, be overturned on appeal, or otherwise not reach completion, the class certification granted above shall be dissolved immediately upon notice from the Plaintiffs and Defendants and shall have no further effect in this case or in any other case. Plaintiffs will thereafter be permitted to seek class certification in the course of litigation under Federal Rule of Civil Procedure 23, and Defendant will retain the right to contest

whether this case should be maintained as a class action. The fact of prior certification for settlement purposes only shall have no impact on any future class certification decision in this case.

IV. Appointment Of Class Representative And Class Counsel

Plaintiffs Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, Janell Tarver, and Dashanae Roberts are appointed as class representatives of the Class under Rule 23. This appointment shall have no bearing on their request for service awards, which the Court will consider at the final approval stage. Should this settlement not be finally approved, this appointment shall be null and void.

Joseph M. Sellers of Cohen Milstein Sellers & Toll PLLC and James Reif of Gladstein, Reif & Meginniss, LLP are appointed as Class Counsel for the Class. This appointment shall have no bearing on counsel's request for fees and costs, which the Court will consider at the final approval stage. Should this settlement not be finally approved, this appointment shall be null and void.

V. Disposition Of Settlement Class If Settlement Agreement Does Not Become Effective

If, for any reason, the Settlement Agreement ultimately does not become effective, Defendants shall have no obligation to make any payments provided for in the Settlement Agreement; the Settlement Agreement, this Order and any other Court Orders, and/or settlement negotiations shall not be cited to, used in, or admissible in any other proceedings with respect to any issues therein; the lawsuit shall proceed as if the Settlement Agreement had not been executed; Defendants' agreement not to oppose certification of the settlement class shall be null and void in its entirety; this Order certifying the settlement class shall be vacated; the Plaintiffs and Defendants shall return to their respective positions in this lawsuit as those positions existed

immediately before the Plaintiffs and Defendants executed the Settlement Agreement; and none of the information provided by Defendants for the purposes of settlement negotiations or approval shall be used in the lawsuit.

VI. Preliminary Approval Of The Terms Of The Settlement Agreement, Including The Proposed Plan Of Allocation

The Court has reviewed the terms of the Settlement Agreement and the description of the Settlement in the Motion papers. Based on that review, the Court concludes that the Settlement is within the range of possible settlement approval such that notice to the Class is appropriate.

The Court has also read and considered the declaration of Joseph Sellers in support of preliminary approval. Based on review of that declaration, the Court concludes that the Settlement was negotiated at arms length and is not collusive. The Court further finds that Class Counsel were fully informed about the strengths and weaknesses of the Class's case when they entered into the Settlement Agreement.

As to the proposed plan of allocation, the Court finds that the proposed plan is rationally related to the relative strengths and weaknesses of the respective claims asserted. The proposed plan of allocation is also within the range of possible approval such that notice to the Class is appropriate.

Accordingly, the Court hereby grants preliminary approval to the Settlement Agreement and the Plan of Allocation.

VII. Approval Of The Form And Manner Of Distributing Class Notice and Opt-Out Statement

The Parties have also submitted for this Court's approval a proposed Class Notice and a proposed Opt-Out Statement. The Court now considers each of these documents in turn.

The proposed Class Notice and Opt-Out Statement ("Notice Materials") appear to be the

best notice practicable under the circumstances and allow the Class Members a full and fair opportunity to consider the proposed settlement and to develop a response. The proposed plan for distributing the Notice Materials presents a reasonable method calculated to reach all Class Members who would be bound by the settlement.

The Notice Materials satisfy Federal Rule of Civil Procedure 23(c)(2)(B) and adequately put Class Members on notice of the proposed settlement. They fairly, plainly, accurately, and reasonably provide Class Members with appropriate information about: (1) the nature of this litigation, the claims and defenses therein, the settlement class at issue, the identity of Class Counsel, and the essential terms of the Settlement Agreement and Settlement; (2) Class Counsel's forthcoming application for attorneys' fees and other payments that will be deducted from the settlement fund; (3) how to participate in the Settlement; (4) this Court's procedures for final approval of the Settlement Agreement and Settlement; (5) how to challenge or opt-out of the Settlement, if they wish to do so; (6) the date, time and place of the final approval hearing; and (7) how to obtain additional information regarding this litigation, the Settlement Agreement, and the Settlement.

The Court, having reviewed the proposed Notice Materials, finds that the proposed plan for distributing these materials provides the best notice practicable, satisfies the notice requirements of Rule 23(e), and satisfies all other legal and due process requirements. Accordingly, the Court hereby Orders as follows:

1. The form and manner of distributing the proposed Notice Materials are hereby approved.

2. Promptly following the entry of this Order, the Claims Administrator shall prepare final versions of the Notice Materials, incorporating into the Notice the relevant dates and deadlines set forth in this Order.

3. Within 30 calendar days of the date of entry of this Order, Defendants will provide the Claims Administrator and Class Counsel with the information regarding Class Members in accordance with the Settlement Agreement.

4. Prior to sending out the Notice Materials, the Claims Administrator will make reasonable efforts to obtain valid current addresses for Class Members through the national change of address database, or other similar database approved by the parties.

5. Within 15 calendar days after receiving the information regarding Class Members specified in the Settlement Agreement, the Claims Administrator shall mail, via First Class United States Mail, postage prepaid, the final version of the Class Notice, along with the Opt-Out Statement, using each Class Member's last known address as recorded in McDonald's payroll system. The Claims Administrator will take reasonable steps to obtain correct addresses for every Class Member prior to mailing; for any Class Members whose notice is returned as undeliverable, it will (1) process the name and address through the United States Postal Service's National Change of Address database; (2) perform address searches using public and proprietary electronic resources that lawfully collect address data from various sources such as utility records, property tax records, motor vehicle registration records and credit bureaus; and (3) take any other steps it deems warranted. The Claims Administrator shall promptly notify Class Counsel and Defendants' Counsel of any mail sent to Class Members that is returned as undeliverable. In no event shall the Claims Administrator make any mailing to any Class Member more than 60 calendar days after the initial mailing.

6. The Claims Administrator shall take all other actions in furtherance of claims administration as are specified in the Settlement Agreement.

VIII. Procedures For Final Approval Of The Settlement

A. Fairness Hearing

The Court hereby schedules, for _____, at the hour of _____, a hearing to determine whether to grant final approval of the Settlement (including the class certification), the Settlement Agreement, and the Plan of Allocation (the “Fairness Hearing”). At the Fairness Hearing, the Court also will consider any petition that may be filed for the payment of attorneys’ fees and costs/expenses to Class Counsel and any service payments to be made to the Plaintiffs. Class Counsel shall file their petition for an award of attorneys’ fees and reimbursement of costs/expenses and the petition for an award of service payments no later than 30 days after the end of the Opt-Out Period.

B. Deadline To Request Exclusion From The Settlement

Class Members who wish to be excluded from the Settlement must submit a written and signed request to opt out to the Claims Administrator using the “Opt-Out Statement” form provided with the Class Notice. To be effective, such Opt-Out Statements must be mailed to the Claims Administrator and postmarked by a date certain to be specified on the Notice, which will be 75 calendar days after the Claims Administrator makes the initial mailing of the notice (“Opt-Out Period”).

The Claims Administrator shall stamp the postmark date of the Opt-Out Statement on the original of each Opt-Out Statement that it receives and shall serve copies of each Statement, with Social Security Numbers and addresses redacted, on Class Counsel and Defendants’ Counsel not later than 3 business days after receipt thereof. The Claims Administrator also shall, within 5

calendar days after the end of the Opt-Out Period, provide Class Counsel and Defendants' Counsel with (1) stamped copies of any Opt-Out Statements, with Social Security Numbers and addresses redacted, and (2) a final list of all Opt-Out Statements with any Social Security Numbers and addresses redacted. Also within 5 calendar days after the end of the Opt-Out Period, the Claims Administrator shall file with the Clerk of the Court copies of any timely submitted Opt-Out Statements with Social Security Numbers and addresses redacted. The Claims Administrator shall retain the stamped originals of all Opt-Out Statements and originals of all envelopes accompanying Opt-Out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

C. Deadline For Filing Objections To Settlement

Class Members who wish to present objections to the proposed settlement at the Fairness Hearing must first do so in writing. To be considered, such objections must be (1) mailed to the Claims Administrator postmarked by a date certain, to be specified on the Notice, which shall be 75 calendar days after the initial mailing by the Claims Administrator of such Notice and (2) received by the Claims Administrator no later than 20 calendar days after the end of the Opt-Out Period.

The Claims Administrator shall stamp the postmark date and the date received on the original and send copies of each objection to Class Counsel and Defendants' Counsel by e-mail not later than 2 business days after receipt thereof. The Claims Administrator shall also file the date-stamped originals of any and all objections with the Clerk of Court within 30 calendar days after the end of the Opt-In Period.

D. Deadline For Filing Motion For Judgment And Final Approval

No later than 30 calendar days after the end of the Opt-Out Period, Plaintiffs and Defendants will submit a joint Motion for Judgment and Final Approval of the Settlement Agreement and Settlement.

E. Plaintiffs' And Class Members' Release

If, at the Fairness Hearing, this Court grants Final Approval to the Settlement Agreement and Settlement, Plaintiffs and each individual Class Member who does not timely opt out will release claims, by operation of this Court's entry of the Judgment and Final Approval, as described in Section 4 of the Settlement Agreement, regardless of whether he or she signs, negotiates, endorses, deposits, or cashes his or her Settlement Check.

F. Releases of Plaintiffs

In addition, Plaintiffs will execute individual releases in exchange for any court-approved service payments.

G. Qualification for Payment

Any Class Member who does not opt out will qualify for payment and will be sent a check containing his or her distribution of the Settlement after final approval of the settlement.

H. Reverter to McDonald's of Unclaimed Funds

Class Members shall have 180 days from the date of the initial mailing of the Settlement Checks to cash, deposit, or otherwise negotiate their settlement award. Ten days after this 180-day period, the Claims Administrator will determine the amount of unclaimed funds remaining in the Settlement Fund. As part of Final Approval, the Court will order that the unclaimed settlement money remaining in this fund, if any, shall revert to McDonald's on the date that is 190 days after the initial mailing of the Settlement Checks.

DATED: _____

Hon. Kiyo A. Matsumoto
United States District Judge

EXHIBIT B

Notice of Settlement of Class Action

United States District Court for the Eastern District of New York
A federal court authorized this notice. This is not a solicitation from a lawyer.

RE: *Beard, et al. v. McDonald's Corp., et al., E.D.N.Y. Case No. 14-cv-1644*

TO: All hourly, non-exempt, non-managerial employees who work or have worked in one or more of the McDonald's owned-and-operated restaurants in the state of New York on any day(s) on or after March 13, 2008 and on or before **[DATE OF PRELIMINARY APPROVAL ORDER]**.

READ THIS CLASS NOTICE TO LEARN MORE ABOUT YOUR RIGHTS.

There is a proposed settlement of claims against McDonald's Corporation, McDonald's U.S.A., LLC, and McDonald's Restaurants of New York, Inc. (collectively, "McDonald's") in a lawsuit filed in the U.S. District Court for the Eastern District of New York. You are receiving this Class Notice because payroll records show that you work or worked for McDonald's Restaurants of New York, Inc. on one or more day(s) from March 13, 2008 through **[DATE OF PRELIMINARY APPROVAL ORDER]**.

This Class Notice advises you of your rights and explains how you can:

1. Recover your share of the settlement money, if the Court approves the settlement,
2. Object to the settlement, and/or
3. Exclude yourself from the settlement ("opt out").

A final settlement hearing will be held at the federal courthouse in Brooklyn on **[DATE]** to determine whether the settlement should be finally approved.

If the Court grants final approval, the settlement will resolve and release all claims you may have against McDonald's for cleaning and maintaining your uniform and related claims as described in Section II.e. below. This settlement does not resolve or release other claims that you may have against McDonald's that are outside the scope of the Release described in Section II.e. If you do not want to participate in the settlement and you do not want to be bound by the release described in Section II.e., you must exclude yourself by opting out, as set forth below.

If the proposed settlement is approved by the Court, you will automatically be mailed a settlement check after the Effective Date of the Settlement, unless you opt out as set forth below. If you received this Class Notice by mail at your correct address, you do not need to take any further steps to participate in this settlement.

If your contact information has changed or changes at any time before the final distribution, you are responsible for providing your updated information to the Claims Administrator.

The information provided in this Class Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all such terms and releases (for class members who do not opt-out) are explained in the Settlement Agreement that is on file with the Court. If the settlement is not approved by the Court or does not become final for some other reason, Plaintiffs' case against McDonald's will continue.

I. DESCRIPTION OF THE LAWSUIT

This lawsuit was filed on March 13, 2014. Plaintiffs Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, Janell Tarver, and Dashanae Roberts ("Plaintiffs") brought the lawsuit on behalf of themselves and all other current and former hourly, non-managerial employees employed directly by McDonald's Restaurants of New York, Inc. in corporately owned and operated (non-franchised) restaurants in New York on any day(s) from March 13, 2008 through **[DATE OF PRELIMINARY APPROVAL ORDER]**.

Plaintiffs asserted that McDonald's required them to wear and to wash a uniform but did not make weekly uniform maintenance payments to Plaintiffs and other hourly, non-managerial employees for washing their uniforms, as required by New York law. Plaintiffs sought payment of these amounts, interest, liquidated damages for McDonald's failure to pay these amounts, and attorneys' fees and costs. To review Plaintiffs' Complaint in more detail, you may request it from the Clerk of Court, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11222

McDonald's denies these allegations and denies that it engaged in any wrongdoing. For example, McDonald's denies that it was required to make uniform maintenance payments because it provided its employees with a sufficient number of uniforms that could be washed with other clothes. However, McDonald's has entered into this settlement to fully and finally resolve this case against it, based on the terms in the Settlement Agreement, and to avoid the burden, expense, and uncertainty of litigation. McDonald's does not admit any liability or wrongdoing by entering into the Settlement Agreement.

The lawsuit is currently before Judge Kiyoo Matsumoto in the United States District Court for the Eastern District of New York. The judge has not made any decisions on the merits of the case. On **[date]**, the judge certified this matter as a class action for settlement purposes only and granted preliminary approval of the proposed settlement, subject to a final hearing that will take place on **[date]**.

II. SUMMARY OF THE SETTLEMENT AGREEMENT

a. People Included in the Proposed Settlement

The Class included in the proposed settlement is all current and former hourly, non-exempt employees who were not managers and who worked at any restaurant in New York State that was or is owned and operated directly by McDonald's Restaurants of New York, Inc. at any time from March 13, 2008 through **[DATE OF PRELIMINARY APPROVAL ORDER]**.

If you are receiving this Notice, you will be included in the proposed settlement unless you opt-out as described below.

b. Amount and Timing of the Proposed Settlement

McDonald's Restaurants of New York, Inc. has agreed to pay \$1,500,000 to resolve Plaintiffs' claims against it, if the Court approves the proposed settlement and the Settlement Agreement.

From the total amount of the settlement, Plaintiffs will request that the Court approve the following payments: (1) up to \$450,000 for Plaintiffs' Counsel's attorneys' fees, litigation costs and expenses; (2) approximately \$55,000 for the Claims Administrator for the costs of administering the settlement; (3) \$3,000 each in service awards for the Named Plaintiffs who brought this case: Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, Janell Tarver and Dashanae Roberts. After these payments are deducted, it is expected that approximately \$974,000 will remain to be distributed amongst class members as the "Net Settlement Amount." Each class member who does not opt out will receive a settlement check. Any amounts that remain in the fund because class members do not cash their checks will revert back to McDonald's Restaurants of New York, Inc. 190 days after the checks are sent out.

c. Calculation of Individual Class Member Awards

Each class member's share of the Net Settlement Amount will be based on the allocation described in the Settlement Agreement and summarized as follows:

Payroll records reflect that there are currently approximately **[INSERT NUMBER OF CLASS MEMBERS AT DATE OF PRELIMINARY APPROVAL ORDER]** class members. Your Individual Award will be a proportionate share of the Net Settlement Amount based on the number of weeks you worked for McDonald's Restaurants of New York, Inc., your hours worked during each of those weeks, and the date(s) of the week(s) you worked. Your award will also depend on how many class members opt-out and whether the Court approves the request for attorney's fees and service awards.

More specifically, for each week worked, the class member will receive .5 points for less than 20 hours worked, .75 points for 20-30 hours worked, and 1 point for 30+ hours worked. The Claims Administrator will divide the class member's total points for weeks on or before April 5, 2011 by the total points for all class members on or before April 5, 2011. The Claims Administrator will do the same for weeks worked after April 5, 2011. The Claims Administrator will allocate 1/6 of the Net Settlement Amount to weeks worked on or before April 5, 2011, and the remaining 5/6 of the Net Settlement Amount to weeks worked after April 5, 2011. Each class member's percent of the total points in each time period will be used to determine their total award from each of these sets of money. Any class member who would otherwise receive no payment using the above calculations will receive an alternate payment of \$4. These alternate payments will be subtracted from the Net Settlement Amount prior to the fund being allocated to the pre-April 5, 2011 and post-April 5, 2011 time periods.

d. Tax Matters

Half of the payment you receive in this settlement will be treated as pay for hours worked and will have taxes deducted like any other paycheck. The other half will not be treated like pay for hours worked and will not have any taxes taken out (unless you do not have a valid Social

Security Number or Individual Taxpayer Identification Number (ITIN), in which case federal law requires a 28% backup withholding be taken from this portion of your payment as well). You will be responsible for paying any taxes due on this second amount, as determined by the relevant taxing authority.

e. Release

When the Court gives final approval to the settlement, each Class Member who does not opt out will release McDonald's and its affiliated entities from all claims "that arise out of or relate to the facts... alleged in the Litigation and that arose during any time that such individual was employed...in a Covered Position up until the date of the entry of the order granting Final Approval ("Released Claims")." Under the Settlement Agreement, "[t]he Released Claims include without limitation claims asserted in the Litigation, including but not limited to in the Complaint, Amended Complaint, and discovery, and any other claims based on state, federal, local or other applicable law governing uniforms or work attire, failure to make payments related to uniform costs or uniform maintenance, failure to provide uniforms or maintain uniforms, and failure to pay for time spent maintaining or costs incurred in maintaining uniforms, including without limitation claims under the New York Minimum Wage Act, New York Labor Law §§ 650 et seq., New York Wage Payment Act, New York Labor Law §§ 190 et seq., the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 137, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, the Fair Labor Standards Act ("FLSA"), and all other statutes and regulations relating to the foregoing." This Release applies to each defendant in this case (McDonalds Corporation, McDonald's U.S.A., LLC, and McDonald's Restaurants of New York, Inc.), including their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a Defendant in the Litigation. Full details about the Release and the complete language of the Release are included in the Settlement Agreement.

When claims are "released," that means that you cannot sue McDonald's for any of the claims covered by the release. If you do not timely opt out of this settlement, you will be considered to have released all claims covered by the Release even if you do not sign, cash, endorse, deposit, or otherwise negotiate your check.

III. LAWYERS

The Court has approved and appointed lawyers to represent all members of the class. Class Counsel is Joseph Sellers of Cohen Milstein Sellers & Toll PLLC and James Reif of Gladstein, Reif & Meginniss, LLP. Their fees will be paid out of the settlement fund as described above, and you will not be charged separately for these lawyers.

If you wish to be represented by your own lawyer, you may hire one at your own expense. If you do hire your own lawyer, you have the right to enter an appearance in the lawsuit through that attorney if you choose.

IV. HOW TO EXCLUDE YOURSELF OR "OPT OUT" OF THE SETTLEMENT

If you do not wish to participate in the settlement, you may exclude yourself by "opting out" of the settlement. If you opt out, you will not receive any money from the settlement, and

you will not give up any of your claims against McDonald's. To opt out, you must personally sign the attached Opt-Out Statement and mail it to the Claims Administrator at the following address:

[INSERT CLAIMS ADMINISTRATOR ADDRESS]

To be valid, the Opt-Out Statement must be mailed to the Claims Administrator and postmarked no later than **[75 DAYS FROM DATE OF INITIAL MAILING]**. Requests to opt out that do not include all required information, or that are not submitted within the deadline, will be considered invalid and ineffective. The settlement will continue to be fully binding on any class member who submits an invalid Opt-Out Statement.

V. HOW TO OBJECT TO THE SETTLEMENT

If you do not want to opt out but believe that the Court should not approve the settlement or any of its terms for any reason, you may object to the proposed settlement. To object, you must submit a written statement to the Claims Administrator with your name, telephone number, and current address. Your statement should state all the reasons you believe the Court should not approve the settlement. To file your objection, you must mail your statement to:

[INSERT CLAIMS ADMINISTRATOR ADDRESS]

To be valid, any objections must be postmarked no later than **[75 DAYS AFTER DATE OF INITIAL MAILING]** and received by the Claims Administrator no later than **[20 DAYS AFTER END OF OPT-OUT PERIOD]**. Class members who fail to make objections as described above and in the Settlement Agreement will be considered to have waived any objections and will not be permitted to make any objections to the settlement either now or on an appeal. The settlement will be fully binding on them.

At the final settlement hearing on **[date]**, counsel for Plaintiffs and McDonald's will ask the Court to approve the settlement and the settlement agreement. *You are not required to appear at the hearing to receive your share of the settlement.* If you want to appear and be heard at the hearing, you must tell the Court in your statement that you (and/or your attorney) intend to appear at the settlement hearing. You do not have to be represented by a lawyer to object, but you can if you choose. You will be solely responsible for the fees and costs of your own attorney, should you choose to hire one.

VI. HEARING ON THE SETTLEMENT

The Court has granted preliminary approval of the settlement, concluding preliminarily that it is fair, adequate, and reasonable and that the proposed distribution of the settlement is fair, adequate and reasonable. The Court has scheduled a final approval hearing for the settlement on **[date, time]** at the United States District Courthouse, 1053 Manhattan Avenue, Brooklyn, New York 11222, in Courtroom Number **[number]**. At that hearing, the Court will review the proposed settlement and make a final decision on whether it is fair, reasonable, and adequate and whether it should be finally approved. The Court will also decide the amount of attorneys' fees/costs and service payments at that time.

You are welcome, but not required to, attend this hearing, whether you agree with or object to the proposed settlement. You will be permitted to speak at the hearing only if you timely object to the settlement in the way described above.

VII. WHAT IF I NEED MORE INFORMATION?

The full terms of the Settlement Agreement, including the release of claims that will bind you as a class member if you do not opt out and the formula for calculating individual settlement amounts, are on file with the Court.

If you have any questions or would like more information, contact [**CLAIMS ADMINISTRATOR INFORMATION**]. You may also contact any of the counsel for Plaintiffs listed below.

JOSEPH M. SELLERS
MIRIAM NEMETH
Cohen, Milstein, Sellers & Toll, PLLC
1100 New York Ave NW, Suite 500
Washington, DC 20005
Telephone: (202) 408-4600

JAMES REIF
Gladstein, Reif, & Meginniss, LLP
817 Broadway, 6th Floor
New York, NY 10003
Telephone: (212) 228-7727

DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR COUNSEL FOR MCDONALD'S WITH ANY QUESTIONS.

EXHIBIT C

OPT-OUT STATEMENT

**Tasha Beard, Marlon Bell, Kimberly Castillo, Caleb Cheely, Norma Criollo, Janell Tarver,
and Dashanae Roberts**

v.

**McDonald's Corporation, McDonald's USA, LLC and McDonald's Restaurants of New
York, Inc.**

**SUBMIT THIS FORM ONLY IF YOU DO NOT WISH TO REMAIN A CLASS
MEMBER. IF YOU SUBMIT THIS FORM, YOU WILL NOT BE ELIGIBLE TO
RECEIVE ANY MONEY FROM THE SETTLEMENT.**

I wish to opt out of the Settlement of the *Tasha Beard et al. v. McDonald's Corporation et al.* case captioned above. I understand that by opting out, I will be excluded from the Settlement and will receive no money from the Settlement. I understand that in any separate lawsuit, it is possible that I may receive nothing or less than I would have received if I had participated in the Settlement in this lawsuit. I understand that any separate lawsuit by me will be undertaken at my own expense and at my own risk. I understand that Counsel for the Class will not represent my interests if I opt out.

Print Name

Social Security Number

Signature

**SEND TO CLAIMS ADMINISTRATOR AT
[ADDRESS]**

**MUST BE MAILED BY UNITED STATES FIRST CLASS MAIL
AND POSTMARKED NO LATER THAN [DATE]**

**WE ADVISE YOU TO KEEP A COPY FOR YOUR RECORDS—YOU MAY WISH TO
MAIL RETURN RECEIPT REQUESTED**

EXHIBIT D

GENERAL RELEASE ("RELEASE")
OF PLAINTIFF AND CLASS REPRESENTATIVE
CALEB CHEELY

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement ("Settlement Agreement") entered into in *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the "Litigation"), Plaintiff Caleb Cheely ("Plaintiff") agrees to release and hereby does release McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of New York, Inc. ("Defendants"), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter "Released Parties"), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the "Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act ("ERISA"), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission ("EEOC"), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff acknowledges that he or she has had sufficient time to review and consider this Release prior to its execution. Further, Plaintiff is hereby advised to consult with his or her attorney about this Release

prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____

BY: _____
Caleb Cheely

NOTARIZATION

State of New York

County of _____

Subscribed and sworn to me this _____ day of _____, 2016 by
_____ who personally proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

GENERAL RELEASE ("RELEASE")
OF PLAINTIFF AND CLASS REPRESENTATIVE
NORMA C. CRIOLLO

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement ("Settlement Agreement") entered into in *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the "Litigation"), Plaintiff Norma C. Criollo ("Plaintiff") agrees to release and hereby does release McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of New York, Inc. ("Defendants"), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter "Released Parties"), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the "Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act ("ERISA"), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission ("EEOC"), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff is hereby given the opportunity to take a period of at least twenty-one days to consider this Release. In the event Plaintiff signs this Release before that time, Plaintiff certifies, by such execution, that he or she knowingly and voluntarily waived the right to the full twenty-one days, for reasons personal to Plaintiff, with no pressure from any of the Released Parties to do so.

Plaintiff is hereby advised to consult with his or her attorney about this Release prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

This Release is not effective or enforceable for the period of seven days after Plaintiff signs it, and Plaintiff may revoke it during that time frame. If Plaintiff does not revoke prior to the conclusion of the seventh day after Plaintiff signs this Release, this Release will become fully enforceable at that time.

Revocation of this Release by Plaintiff will in no way alter his or her rights and obligations under the Settlement Agreement, including the release of claims set forth therein, except that Plaintiff will no longer be entitled to any service payment pursuant to Section 3.3 of the Settlement Agreement.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____ BY: _____
Norma C. Criollo

NOTARIZATION
State of New York
County of _____

Subscribed and sworn to me this _____ day of _____, 2016 by
_____ who personally proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

GENERAL RELEASE ("RELEASE")
OF PLAINTIFF AND CLASS REPRESENTATIVE
DASHANAE ROBERTS

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement ("Settlement Agreement") entered into in *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the "Litigation"), Plaintiff Dashanae Roberts ("Plaintiff") agrees to release and hereby does release McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of New York, Inc. ("Defendants"), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter "Released Parties"), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the "Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act ("ERISA"), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission ("EEOC"), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff acknowledges that he or she has had sufficient time to review and consider this Release prior to its execution. Further, Plaintiff is hereby advised to consult with his or her attorney about this Release

prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____

BY: _____
Dashanae Roberts

NOTARIZATION
State of New York
County of _____

Subscribed and sworn to me this ____ day of _____, 2016 by
_____ who personally proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

GENERAL RELEASE (“RELEASE”)
OF PLAINTIFF AND CLASS REPRESENTATIVE
JANELL TARVER

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement (“Settlement Agreement”) entered into in *Beard et al. v. McDonald’s Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the “Litigation”), Plaintiff Janell Tarver (“Plaintiff”) agrees to release and hereby does release McDonald’s Corporation, McDonald’s USA, LLC, McDonald’s Restaurants of New York, Inc. (“Defendants”), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter “Released Parties”), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the “Released Claims”). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act (“ERISA”), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission (“EEOC”), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff acknowledges that he or she has had sufficient time to review and consider this Release prior to its execution. Further, Plaintiff is hereby advised to consult with his or her attorney about this Release

prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____

BY: _____
Janell Tarver

NOTARIZATION
State of New York
County of _____

Subscribed and sworn to me this _____ day of _____, 2016 by
_____ who personally proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

GENERAL RELEASE ("RELEASE")
OF PLAINTIFF AND CLASS REPRESENTATIVE
KIMBERLY CASTILLO

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement ("Settlement Agreement") entered into in *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the "Litigation"), Plaintiff Kimberly Castillo ("Plaintiff") agrees to release and hereby does release McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of New York, Inc. ("Defendants"), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter "Released Parties"), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the "Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act ("ERISA"), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission ("EEOC"), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff acknowledges that he or she has had sufficient time to review and consider this Release prior to its execution. Further, Plaintiff is hereby advised to consult with his or her attorney about this Release

prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____

BY: _____
Kimberly Castillo

NOTARIZATION

State of New York

County of _____

Subscribed and sworn to me this ____ day of _____, 2016 by
_____ who personally proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

GENERAL RELEASE ("RELEASE")
OF PLAINTIFF AND CLASS REPRESENTATIVE
MARLON BELL

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement ("Settlement Agreement") entered into in *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the "Litigation"), Plaintiff Marlon Bell ("Plaintiff") agrees to release and hereby does release McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of New York, Inc. ("Defendants"), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter "Released Parties"), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the "Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act ("ERISA"), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission ("EEOC"), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff acknowledges that he or she has had sufficient time to review and consider this Release prior to its execution. Further, Plaintiff is hereby advised to consult with his or her attorney about this Release

prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____

BY: _____
Marlon Bell

NOTARIZATION
State of New York
County of _____

Subscribed and sworn to me this ____ day of _____, 2016 by
_____ who personally proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

GENERAL RELEASE ("RELEASE")
OF PLAINTIFF AND CLASS REPRESENTATIVE
TASHA BEARD

In exchange for good and valuable consideration described in Section 3.3 of the Global Settlement Agreement ("Settlement Agreement") entered into in *Beard et al. v. McDonald's Corporation et al.*, Case No. 14-cv-1664 (KAM) (RER), in the United States District Court for the Eastern District of New York (the "Litigation"), Plaintiff Tasha Beard ("Plaintiff") agrees to release and hereby does release McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of New York, Inc. ("Defendants"), and each of their owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, hereinafter "Released Parties"), from any and all past and present matters, claims, demands, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, regulation, in equity or otherwise, whether based on theories of contract or tort, and whether arising under federal, state, or other applicable law, which Plaintiff has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon or arise out of any facts, acts, transactions, events or omissions occurring at any time up through and including the date that Plaintiff executes this Release (the "Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any claims under federal, state or local law based on alleged unpaid wages, failure to pay for uniform costs or maintenance, unpaid minimum wages or overtime, denial of meal periods and rest breaks, denial of waiting time, on-call, standby time, or reporting time payments, denial of spread of hours pay, failure to pay wages upon termination, failure to provide itemized wage statements, failure to provide wage notices, unfair competition, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing. The Released Claims also include without limitation claims arising from Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of Title 42 of the United States Code, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act ("ERISA"), the Americans with Disabilities Act, the Equal Pay Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the New York Minimum Wage Act, the New York Wage Payment Act, the New York Labor Law, and the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, and all other statutes and regulations relating to the foregoing. This Release also covers the claims delineated in Section 4 of the Settlement Agreement.

This Release does not release or waive (i) claims arising after the execution of this Release, or (ii) any right to file a charge with the United States Equal Employment Opportunity Commission ("EEOC"), but Plaintiff agrees to forfeit any monetary recovery or other personal relief should the EEOC or any other agency pursue claims on his or her behalf.

Plaintiff agrees that he or she has voluntarily executed this Release on his or her own behalf, and also on behalf of any heirs, agents, representatives, successors and assigns that Plaintiff may have now or in the future.

Plaintiff acknowledges that the payment provided to him or her in exchange for this Release constitutes consideration for the Release, in that it is a payment to which Plaintiff would not have been entitled had Plaintiff not signed this Release.

Plaintiff acknowledges that he or she has had sufficient time to review and consider this Release prior to its execution. Further, Plaintiff is hereby advised to consult with his or her attorney about this Release

prior to executing this Release. Plaintiff hereby acknowledges that he or she did, prior to executing this Release, consult with his or her attorney about this Release.

In case any part of this Release is found or held to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Release shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York.

Plaintiff represents and acknowledges that, in executing this Release, Plaintiff has not relied upon any representation or statement not set forth herein made by any of the Released Parties or by any of the Released Parties' agents, representatives, or attorneys.

Any signature made and transmitted by facsimile, copy or .pdf for the purposes of executing this Release shall be deemed an original signature for purposes of this Release.

Plaintiff hereby acknowledges that he or she understands and agrees to this Release.

This Release has been approved by the Court as part of its approval of the settlement of the Litigation.

DATED: _____

BY: _____
Tasha Beard

NOTARIZATION

State of New York

County of _____

Subscribed and sworn to me this _____ day of _____, 2016 by _____ who personally proved to me on the basis of satisfactory evidence to be the person who appeared before me.