

ADDENDUM TO SETTLEMENT AGREEMENT (the “ADDENDUM”)

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

WHEREAS MAAKS, Inc. was later added as a defendant to the Litigation;

WHEREAS Plaintiffs and Defendants MLMLM Corporation and MAAKS, Inc. (“Settling Defendants”) entered into a Settlement Agreement (“Agreement”) that was preliminarily approved by the Court on April 5, 2022;

WHEREAS, the Agreement provided that “Settlement Class membership shall be determined by reference to a chart showing shift overlap with Shawn Banks, derived from Settling Defendants’ time punch data, and approved by Class Counsel and Settling Defendants’ counsel, attached hereto as Exhibit 5 (“Shift Overlap Chart”);

WHEREAS, after the Court preliminarily approved the Agreement, including Exhibit 5 thereto, the Parties discovered four women who may have worked overlapping shifts with Shawn Banks who were not included on Exhibit 5;

WHEREAS, after the Court preliminarily approved the Agreement, including Exhibit 5 thereto, the Parties discovered some clerical errors in transcribing time punch data for calculating the shift overlaps set forth in Exhibit 5;

WHEREAS, there are five women for whom Settling Defendants’ time punch records are incomplete, and for some days, provide information only about which days the women worked, but not the precise times that the women worked, thus making it impossible to determine with certainty their precise shift overlap with Shawn Banks;

WHEREAS, the Agreement provides that it shall be posted on the public website for this

class action lawsuit, but the Parties now believe that Exhibit 5 thereto, which identifies by first and last name each Settlement Class member, should not be publicly posted in its entirety, in order to protect the privacy interests of Settlement Class members;

WHEREAS, Plaintiffs and Class Counsel have concluded that the terms and conditions provided for in the Agreement and this Addendum are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving the Litigation;

WHEREAS, the Settling Defendants and their counsel have determined that it is appropriate and in the best interests of the Settling Defendants to resolve the Litigation upon the terms and conditions the Agreement and Addendum provide;

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

WHEREAS, the Parties agree to enter into this Addendum as described herein, subject to the approval of the Court, upon the terms and conditions set forth herein:

1. **Recitals**. The recitals stated above are incorporated herein and made a part hereof.
2. **Incorporation of Addendum in Agreement**. The Agreement and all of its terms shall remain in full force and effect, except as expressly revised by this Addendum.
3. **The Settlement Class**. The “Settlement Class” is defined as “All women who worked in a position below the level of Assistant Manager at the McDonald’s restaurant located at 730 North Cedar Street in Mason, Michigan during at least one shift with Shawn Banks since November 12, 2016.” Settlement Class membership shall be determined by reference to a corrected chart showing shift overlap with Shawn Banks, derived from Settling Defendants’ time punch data, and approved by Class Counsel and Settling Defendants’ counsel, attached hereto as Exhibit 7 (“Amended Shift Overlap Chart”). The original Shift Overlap Chart, Exhibit 5 to the Agreement,

shall no longer be used.

4. **Allocation of Payments to the Settlement Class.** The Plan of Allocation set forth in the Agreement provides, *inter alia*, for certain points to be allocated to Settlement Class members based on the number of shifts that they worked with Shawn Banks, based on Settling Defendants' time punch records, as follows: One point allocated to each Settlement Class member who worked between one and 10 shifts or fraction thereof with Shawn Banks, two points allocated to each Settlement Class member who worked between 11-50 shifts with Shawn Banks, three points allocated to each Settlement Class member who worked between 51-99 shifts with Shawn Banks, and four points allocated to each Settlement Class member who worked 100 or more shifts with Shawn Banks, as set forth in the Shift Overlap Chart, Exhibit 5.

(a) That portion of the Plan of Allocation is hereby amended to incorporate the Amended Shift Overlap Chart, Exhibit 7, in place of Exhibit 5.

(b) For those Settlement Class members for whom Settling Defendants' time punch records are incomplete, the Parties will assume that, with respect to days on which both they and Shawn Banks worked, but precise time punch records are missing, they worked the same proportion of shifts with Shawn Banks during those days as they did on other days for which time punch records are complete. For one Settlement Class member who worked nine days on the same days as did Shawn Banks, but for whom Settling Defendants have no time punch records, the Parties will assume that Settlement Class member worked between one and nine shifts with Shawn Banks, and allocate to her one point, as set forth in Exhibit 7.

5. **Preliminary Approval.** At the earliest practicable time after execution of this Addendum, the Parties will jointly move the Court for an Order Preliminarily Approving this

Addendum.

6. **Class Website**. The Agreement provided that the Settlement Administrator should maintain a website with information about the Settlement, including copies of the Settlement Agreement. Under this Addendum, Exhibit 5 to the Agreement shall not be placed on that website. This Addendum shall be included in the Website, except that for the Amended Shift Overlap Chart, Exhibit 7, Settlement Class Members' surnames should be deleted and replaced by initials, so that Settlement Class Members are identified only by first name and first initial of surname.

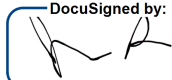
7. **Miscellaneous Provisions**.

(a) The Agreement (including its exhibits) and the Addendum (including its exhibit), together, are intended to be a full and complete expression of the Parties' agreement. They supersede any prior representation and agreement between the Parties or their legal counsel. The Agreement and Addendum may not be altered, amended, or extinguished except by a writing that expressly refers to the Agreement and Addendum and is signed subsequent to the execution of the Agreement and Addendum by all of the Parties.

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

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

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

DocuSigned by:

92EBF6A2DE2649E...

Jenna Ries

Dated: May 02, 2022

Emily Anibal

Dated: May ____, 2022

MLMLM Corporation

By: Michael Dickerson
Its President

Dated: May ____, 2022

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: May ____, 2022

Katlyn Barber

Dated: May ____, 2022

Joanne Bishop

Dated: May ____, 2022

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

By: Michael Dickerson
Its President

Dated: May ____, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: May ____, 2022

Jenna Ries

Dated: May ____, 2022

Emily Anibal

Dated: May ____, 2022

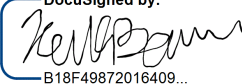
MLMLM Corporation

By: Michael Dickerson
Its President

Dated: May ____, 2022

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: May ____, 2022

DocuSigned by:

B18F49872016409...

Katlyn Barber

Dated: May ² ____, 2022

Joanne Bishop

Dated: May ____, 2022

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

By: Michael Dickerson
Its President

Dated: May ____, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: May ____, 2022

Jenna Ries

Dated: May ____, 2022

DocuSigned by:
Emily Anibal
57332973024F4BC...

Emily Anibal

Dated: May 02, 2022

MLMLM Corporation

By: Michael Dickerson
Its President

Dated: May ____, 2022

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: May ____, 2022

Katlyn Barber

Dated: May ____, 2022

Joanne Bishop

Dated: May ____, 2022

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

By: Michael Dickerson
Its President

Dated: May ____, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: May ____, 2022

Jenna Ries

Dated: May ____, 2022

Emily Anibal

Dated: May ____, 2022

MLMLM Corporation

By: Michael Dickerson
Its President

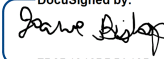
Dated: May ____, 2022

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: May ____, 2022

Katlyn Barber

Dated: May ____, 2022

DocuSigned by:

7B2B4046BD5A465...

Joanne Bishop

Dated: May ⁰²__, 2022

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

By: Michael Dickerson
Its President

Dated: May ____, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: May ____, 2022

Jenna Ries

Dated: May ____, 2022

Katlyn Barber

Dated: May ____, 2022

Emily Anibal

Dated: May ____, 2022

Joanne Bishop

Dated: May ____, 2022

MLMLM Corporation


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

By: Michael Dickerson
Its President

Dated: May ____, 2022

By: Michael Dickerson
Its President

Dated: May ____, 2022

DocuSigned by:

5FD88EA99CE7407...

Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: May ² ____, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: May ____, 2022

Jenna Ries

Dated: May ___, 2022

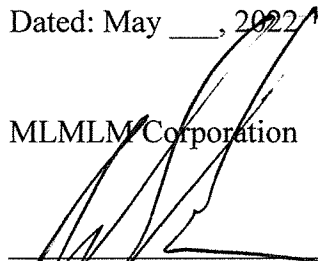
Katlyn Barber

Dated: May ___, 2022

Emily Anibal

Dated: May ___, 2022

MLMLM Corporation

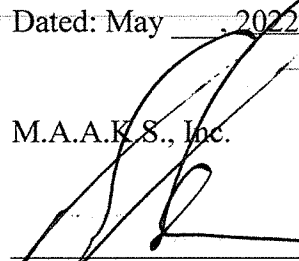

By: Michael Dickerson
Its President

Dated: May 3, 2022

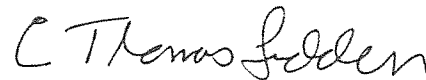
Joanne Bishop

Dated: May ___, 2022

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


By: Michael Dickerson
Its President

Dated: May 3, 2022



Eve Cervantez
Counsel for Plaintiffs and the Class

Dated: May ___, 2022

C. Thomas Ludden
Counsel for Settling Defendants

Dated: May 3, 2022