

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

**JUSTIN TYSON, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

SHAKE SHACK ENTERPRISES, LLC,

Defendant.

Index No. _____

JOINT STIPULATION OF SETTLEMENT AND RELEASE AGREEMENT

This Joint Stipulation of Settlement and Release Agreement (together, with the exhibits hereto, the “Agreement” or “Settlement”) is made and entered into by and between Justin Tyson (“Named Plaintiff”), individually and on behalf of a class he seeks to represent (the “Settlement Class Members”) (the Named Plaintiff and the Settlement Class Members are collectively referred to as “Plaintiffs”), and Shake Shack Enterprises, LLC (“Defendant”) (Plaintiffs and Defendant are referred to herein as, collectively, the “Parties” or individually, a “Party”).

RECITALS

WHEREAS, on or about December 22, 2020, Named Plaintiff, through counsel, notified Defendant of, *inter alia*, New York City Fair Workweek Law claims that he intended to file against Defendant on behalf of himself and similarly situated employees and invited Defendant to explore the potential for pre-litigation resolution of those claims;

WHEREAS, Named Plaintiff and Defendant entered into a Tolling Agreement, effective as of January 1, 2021, to allow them an opportunity to explore potential pre-litigation resolution of the claims raised by Named Plaintiff;

WHEREAS, Defendant provided pay data, time data, and other relevant information and documents to Plaintiff’s Counsel (as defined below) to allow them to calculate potential damages for the asserted claims;

WHEREAS, the Parties attended private mediations with Stephen Sonnenberg, an experienced wage and hour mediator, on January 11, 2022 and March 3, 2022, and the Parties have agreed to fully and finally resolve this matter on the terms and conditions described herein;

WHEREAS, as a means of seeking Court approval of the settlement, 14 days after this Agreement is fully executed, Named Plaintiff, on behalf of himself and others similarly situated,

will file a Complaint against Defendant asserting claims under the New York City Fair Workweek Law, Title 20, Chapter 12 of the New York City Administrative Code, N.Y.C. Admin. Code § 20-1201, *et seq.* (“Fair Workweek Law”);

WHEREAS, Defendant denies all of the allegations which were raised or could have been raised in the Action (as defined below) and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action which were asserted or could have been asserted in the Action. Nonetheless, without admitting or conceding any liability or damages, Defendant has agreed to a settlement on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, as well as the consideration provided, the Parties agree to a full and complete settlement of the claims which were asserted or could have been asserted in the Action on the following terms and conditions.

1. DEFINITIONS

The following terms, as used in this Agreement, are defined as follows:

a. “Acceptance Period” means the 180-day period after initial mailing during which a Settlement Class Member must sign and cash a Settlement Check.

b. “Action” means the civil action to be filed for settlement purposes in the Supreme Court of the State of New York, Kings County, captioned *Tyson v. Shake Shack Enterprises, LLC*, and bearing Index Number _____.

c. “Applicable Workweeks” means the weeks worked as an hourly employee during the Class Period.

d. “Complaint” means the Complaint filed to initiate the Action.

e. “Class Period” means the period from January 1, 2019 through March 3, 2022.

f. “Claim Form” means the Claim Form to this participate in this Settlement, attached hereto as Exhibit B.

g. “Court” means the Supreme Court of the State of New York, Kings County.

h. “Defendant’s Counsel” means Glenn S. Grindlinger and Carolyn D. Richmond of Fox Rothschild LLP.

i. “Effective Date” means the first date the Final Approval Order is no longer appealable, which shall be 31 days after the Parties’ motion for final settlement approval is granted by the Court and a Notice of Entry is filed with respect thereto if no timely appeal of

such order is filed, or if an appeal is filed, the date on which such appeal are finally resolves in favor of final approval.

j. “Final Approval Order” means a final order to be approved and entered by the Court, which approves the Settlement and this Agreement, and enters final judgment.

k. “Gross Settlement Amount” means \$6,000,000.00 which is the sum that Defendant has agreed to pay to fully and finally resolve and settle the claims which are asserted or could have been asserted in the Action, including any and all amounts to be paid to Participating Settlement Class Members, any claim for attorneys’ fees and costs approved by the Court, any Court-approved Service Award, and settlement administration costs. Defendant will not be required to pay any more than the Gross Settlement Amount.

l. “Net Settlement Fund” means the remainder of the Gross Settlement Amount after deductions, payments, and allocations for: (i) Court-approved attorneys’ fees and costs for Plaintiff’s Counsel, (ii) the Court-approved Service Award, and (iii) settlement administration costs.

m. “Notice and Claim Period” means the 60 days Settlement Class Members have to file a Claim Form for, object to, or request to be excluded from the Settlement.

n. “Objection” means the process by which Settlement Class Members may timely object to the terms and conditions of this Settlement.

o. “Participating Settlement Class Member” means all Defendant’s New York City hourly employees who are covered by the New York City Fair Workweek Law, including the Named Plaintiff, for the time period of January 1, 2019 through March 3, 2022, and who file a valid Claim Form.

p. “Plaintiff’s Counsel” means Werman Salas P.C.

q. “Released Parties” means Defendant and its respective parents, affiliates, subsidiaries, and other related entities, and all of their incumbent and former officers, directors, owners, franchisees, licensees, shareholders, investors, agents, attorneys, employees, insurers, fiduciaries, successors, assigns and representatives, including without limitation, in all of their individual and/or representative capacities, including, without limitation, Shake Shack Inc.

r. “Request to be Excluded” means a written request signed by a Settlement Class Member requesting to exclude themselves from the Settlement Class.

s. “Settlement” means the settlement between the Parties which is embodied and contained in this Agreement.

t. “Settlement Account or QSF” means a Qualified Settlement Fund established and controlled by the Settlement Administrator.

u. “Settlement Administrator” means Analytics Consulting LLC.

v. “Settlement Check” means the check issued to each Participating Settlement Class Member for their proportionate share of the Net Settlement Fund.

w. “Settlement Class Member” means Defendant’s New York City hourly employees, who are covered by the New York City Fair Workweek Law, including the Named Plaintiff, for the time period of January 1, 2019 through March 3, 2022.

x. “Settlement Notice” means the document entitled Notice of Settlement and Opportunity to Participate, to be approved by the Court in a form substantially similar to the Notice attached hereto as Exhibit A.

2. INITIAL PROCEDURAL ISSUES

a. Binding Agreement

Upon the issuance of the Final Approval Order, this Agreement is a binding agreement and contains all material terms.

b. Retention and Responsibilities of the Settlement Administrator.

i. The Settlement Administrator shall be responsible for, among other things, preparing, printing and mailing the Settlement Notices, Claim Forms, and Settlement Checks as directed by the Court; updating addresses with the U.S. Postal Service’s National Change of Address (“NCOA”) database; emailing the Settlement Notices and Claim Forms, and creating a QR Code to submit Claim forms; making commercially reasonable searches for new addresses for Settlement Class Members whose Settlement Notices, Claim Forms, and Settlement Checks are returned as undeliverable with no forwarding address; providing status reports to Defendant’s Counsel and Plaintiff’s Counsel regarding the status of the mailing of the Settlement Notices, Claim Forms, and Settlement Checks, cutting and mailing checks for Court-approved Service Award to Named Plaintiff; wiring Court-approved attorneys’ fees and costs to Plaintiff’s Counsel; printing and providing 1099 forms as required under this Agreement and applicable law; keeping copies of cancelled settlement checks; and for such other tasks set forth in this Agreement or as to which the Parties mutually agree.

ii. The Settlement Administrator shall also establish, control, and maintain the Settlement Account according to the terms of this Agreement, and be responsible for filing all required tax returns for the QSF and paying any taxes due.

iii. The Settlement Administrator’s fees shall come out of the QSF and be paid from the QSF under the terms of this Agreement and any Court orders.

iv. The Parties agree to cooperate with the Settlement Administrator, and to provide accurate information necessary to send the Settlement Notices, Claim Forms, and Settlement Checks in accordance with the terms of this Agreement.

3. MONETARY TERMS OF SETTLEMENT

a. Settlement Payments

i. Defendant agrees to pay the Gross Settlement Amount to fully resolve the Action and satisfy all amounts to be paid to Settlement Class Members, any Court-approved Service Award, Plaintiff's Counsel's Court-approved attorneys' fees and costs, and cost of the Settlement Administrator. Defendant will not be required to pay more than the Gross Settlement Amount under the terms of this Agreement.

ii. Any portion of the Net Settlement Fund that is unclaimed by Settlement Class Members who do not: (1) submit a valid Claim Form; and (2) sign and cash their Settlement Checks during the Acceptance Period shall be returned to Defendant.

b. Settlement Amounts Payable as Attorneys' Fees and Costs

i. In their Final Approval Motion, Plaintiff's Counsel shall ask the Court to approve payment of up to \$2,000,000.00 from the Gross Settlement Amount as an award of attorneys' fees. Plaintiff will also see litigation-related costs not to exceed \$20,000.00. These amounts shall be in full satisfaction of any claim or request for attorneys' fees and costs, and Plaintiff agrees that he shall not seek, and not be entitled to, any additional attorneys' fees or costs incurred in relation to this Action. Defendant agrees that it will not object or otherwise comment on Plaintiff's Counsel's application for attorneys' fees and costs in this Action.

ii. In the event that the Court rejects or reduces Plaintiff's Counsel's application for attorneys' fees and costs, such determination shall not negatively impact the Court's consideration of whether this Agreement represents a fair and reasonable resolution of bona fide disputes under the Fair Workweek Law. The outcome of any proceeding related to Plaintiff's Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Approval Motion. If the Court awards less than the requested amount and Plaintiff's Counsel does not appeal that award, or if Plaintiff's Counsel appeals the award and the result of that appeal is an award of less than the amount requested, only the awarded amount shall be paid to Plaintiff's Counsel and shall constitute full satisfaction of Defendant's obligation to pay attorneys' fees and costs in accordance with Section 3(a)(i), and the balance shall be added to the Net Settlement Fund. This Settlement Agreement is not conditioned upon the Court's approval of Plaintiff's Counsel's fees and costs and any amounts that are not approved for fees and costs shall become part of the Net Settlement Fund on the Effective Date.

iii. All of Defendant's own attorneys' fees, costs and expenses incurred in this Action shall be borne by Defendant.

c. Service Award

i. In their Final Approval Motion, Plaintiff's Counsel shall ask the Court to approve \$25,000.00 from the Gross Settlement Amount to Named Plaintiff Justin Tyson as a

Service Award (“Service Award”) for services that he has rendered to the Settlement Class Members.

ii. Defendant agrees that it will not object, contest, or otherwise comment on Plaintiff’s Counsel’s request for the Service Award.

iii. Should all or part of the Service Award sought not be approved by the Court, unapproved amounts shall become part of the Net Settlement Fund.

iv. In the event that the Court rejects or reduces the Service Award, such determination shall not negatively impact the Court’s consideration of whether this Agreement represents a fair and reasonable resolution of bona fide disputes under the Fair Workweek Law. The outcome of any proceeding related to the Service Award shall not terminate this Agreement or otherwise affect the Court’s ruling on the Approval Motion. This Settlement Agreement is not conditioned upon the Court’s approval of the Service Award.

d. Distribution of Payments

i. The amount of each Settlement Check was determined by Plaintiff’s Counsel from the summary pay and schedule records produced by Defendant. The pay records contain, among other information, number of applicable weeks worked, hours worked, schedules, premiums paid, and other relevant information relating to each of the Settlement Class Members.

ii. Plaintiff and the Settlement Class shall be allocated a payment from the Net Settlement Fund pursuant to the following allocation formula:

- a. Plaintiff and each Settlement Class Member will be assigned 1 point for each Applicable Workweek they worked as an hourly employee for Defendant between January 1, 2019 and March 3, 2022. The calculations of Applicable Workweeks shall be based on Defendant’s records.
- b. All points for Plaintiff and the Settlement Class Members will be added together to obtain the “Total Denominator.”
- c. Each Settlement Class Member and Plaintiff’s individual points will be divided by the Total Denominator to obtain Plaintiff and Settlement Class Member’s “Portion of the Net Settlement Fund.”
- d. The Portion of the Net Settlement Fund will be multiplied by the Net Settlement Fund to determine Plaintiff and each Class Member’s Settlement Payment. The sum of the Settlement Payments for all Settlement Class Members and Plaintiff shall equal the Net Settlement Fund.

iii. For tax purposes, the Settlement Checks shall be treated as premium payments and statutory damages. Payments shall be made without withholdings and shall be reported as earned in the year of payment and, to the extent required by law, under the payee's name and Social Security number on a Form 1099. The Settlement Administrator will issue to Named Plaintiff and each Settlement Class Member an IRS Form 1099, if required by IRS regulations. The Settlement Administrator will also issue an IRS Form 1099 to Named Plaintiff for the Service Award. The Settlement Administrator shall be responsible for issuing the Settlement Checks and the Service Award, and issuing IRS Form 1099.

4. SETTLEMENT TIMELINE

The Parties agree to the following timeline for the completion of the Settlement and dismissal of the Action:

a. Filing the Action: Named Plaintiff shall file a Complaint detailing the claims in the Action in Kings County Supreme Court as soon as practicable, but no later than 21 days after this Agreement is executed by all Parties. Plaintiff's Counsel will circulate to Defendant's Counsel the proposed Complaint at least seven days before it is filed with the Court to give Defendant's Counsel the opportunity to review and comment on the proposed Complaint.

b. Preliminary Approval of the Settlement: Within 7 days after the Complaint is filed, Plaintiff will file an Unopposed Motion for Preliminary Approval of the Settlement. Plaintiff's Counsel will circulate to Defendant's Counsel a proposed Unopposed Motion for Preliminary Approval at least seven days before it is filed with the Court to give Defendant's Counsel the opportunity to review and comment on the proposed Unopposed Motion for Preliminary Approval. The Unopposed Motion for Preliminary Approval of the Settlement will request, amongst other things, that the Court schedule a Fairness Hearing that is to take place at least 30 days after the close of the Notice and Claim Period and appoint the Settlement Administrator.

c. Production of Class Data: Within seven days after this agreement is executed by all Parties, to the extent it has not already done so, Defendant will provide Plaintiff's Counsel and the Settlement Administrator an Excel spreadsheet with each Settlement Class Member's name, Employee ID #, last known address, personal email address (if available), and dates of employment. Defendant also will provide the Settlement Administrator with each Named Plaintiff's and Settlement Class Member's Social Security Number. The Parties will cooperate with each other to ensure Plaintiff's attorneys have the data they need to compute each Settlement Class Member's share of the Net Settlement Amount. Plaintiff's Counsel will provide Defendant and the Administrator the settlement allocations and related computations.

d. Upon receipt of the Class Data from Defendant, the Settlement Administrator will verify the last known mailing address for each Settlement Class Member using the National Change of Address (NCOA) Database, or a comparable database.

e. Notice of Settlement and Claims Period: Subject to Court approval, the Settlement Notice is attached to this Agreement as Exhibit A and the Claim Form is attached to this

Agreement as Exhibit B. The Settlement Notice summarizes the essential terms of the Settlement Agreement. The Settlement Notice identifies the Gross Settlement Amount and explains how Settlement Checks to Settlement Class Members will be calculated, each Settlement Class Member's estimated Settlement Checks, and the settlement timeline.

- i. Within 14 days after the Court grants preliminary approval and a Notice of Entry has been filed with respect to same, the Settlement Administrator will issue the Settlement Notice and Claim Form to Settlement Class Members via U.S. mail and electronic mail. The Settlement Notice will contain a QR code through which the Settlement Class Members can submit Claim Forms. The email to Settlement Class Members shall contain a link (e.g. Docusign) to electronically submit a Claim Form.
 - ii. Settlement Class Members will have 60 days to return the Claim Form after mailing/emailing by the Settlement Administrator (the "Notice and Claim Period") – for clarity, timeliness will be determined from the earlier of the postmarked date or email sent date. Settlement Class Members may return their Claim Forms electronically or by U.S. Mail to the Settlement Administrator.
 - iii. The Settlement Administrator will mail and email a Reminder Notice 30 days before the close of the Claim Period.
 - iv. If any Settlement Notice issued via U.S. Mail is returned to the Settlement Administrator as undeliverable with a forwarding address during the Claims Period and that Settlement Class Member has not yet returned a completed Claim Form, the Settlement Administrator will forward the Settlement Notice and Claim Form to the forwarding address. If any Settlement Notice is returned as undeliverable without a forwarding address and that Settlement Class Member or has not yet returned a completed Claim Form, the Settlement Administrator will run a search for the updated address through available databases, such as Accurant or an equivalent commercial database, and if a new address is found during the Claims Period, the Settlement Administrator will re-mail the Settlement Notice and Claim Form to the new address.
- f. Objection/Exclusion Deadline and Procedure: The Settlement Notice shall notify Settlement Class Members that they can object to the Settlement or Exclude themselves from the Settlement. The Settlement Notice shall state that any Settlement Class Member who wishes to object to the Settlement must mail a written statement objecting to the Settlement to the Settlement Administrator. Such written statement must be postmarked no later than 60 days after the date the Settlement Notice is issued (the "Objection/Exclusion Deadline"). The date of the postmark on the mailing envelope shall be used to determine whether an objection to the Settlement was timely submitted. No later than three days after the Objection/Exclusion Deadline, the Settlement Administrator shall furnish to the Parties' Counsel copies of any objections received from Settlement Class Members.

The Settlement Notice shall provide that any Settlement Class Members who wishes to exclude themselves from the Settlement must submit a written statement to the Settlement Administrator, personally signed, requesting exclusion from the Settlement on or by the Objection/Exclusion Deadline. Such written request for exclusion must contain the Settlement Class Members' full name, address, telephone number, and the last four digits of their Social Security Number, and must be returned by mail, fax, or electronic mail to the Settlement Administrator on or before the Objection/Exclusion Deadline. The date of the postmark on the return mailing envelope or the timestamp on the electronic submission shall be the exclusive means used to determine whether a request for exclusion was timely submitted. Any Settlement Class Member who excludes themselves from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. No later than three days after the Objection/Exclusion Deadline, the Settlement Administrator shall furnish to the Parties' Counsel a complete list of Settlement Class Members who have timely requested exclusion from the Settlement.

g. Funding Timeline: Defendant will fund the Settlement Account within 14 days after the Effective Date. At its sole discretion, Defendant may fund the Settlement Account, in whole or in part, on an earlier date without penalty. With respect to the QSF, the Settlement Administrator shall satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF.

h. Payment of Settlement Payments, Plaintiff's Counsel's Fees and Costs, and Service Award:

ii. Within 14 days after the Defendant has deposited the Gross Settlement Amount into the QSF or within 14 days after the Effective Date, whichever is later, the Settlement Administrator shall make the following payments from the Settlement Account:

1. The Settlement Administrator shall issue Settlement Checks via First Class U.S. Mail to each Participating Settlement Class Member for their pro rata share of the Net Settlement Fund as calculated pursuant to Section 3 of this Agreement. The Settlement Checks shall be negotiable by the Participating Settlement Class Members for 180 days from the date they were mailed by the Settlement Administrator (the "Check Cashing Deadline"). The face of each check shall clearly state that the check must be presented for payment within 180 days.

2. If any Settlement Check is returned to the Settlement Administrator as undeliverable with a forwarding address, the Settlement Administrator will promptly forward the Settlement Check to the forwarding address. If any Settlement Check is returned to the Settlement Administrator as undeliverable without a forwarding address, the Settlement Administrator will conduct a new search for a current address through available databases and will forward the Settlement Check to the new address obtained in this manner, if any. If, after this second mailing, the Settlement Check is again returned as undeliverable and if no other forwarding address is provided by the Settlement Class Member or is otherwise located before the Check Cashing Deadline, the mailing process shall end for that Settlement Class

Member.

3. The Settlement Administrator shall mail to the address provided by Plaintiff's Counsel: (A) Named Plaintiff's Settlement Check, and (B) if applicable, his Service Award.

4. The Settlement Administrator shall wire to Plaintiff's Counsel their award of attorneys' fees and costs.

5. The Settlement Administrator shall pay itself its fees and costs, not to exceed \$38,427.

6. Within 14 days after the expiration of the Check Cashing Deadline, the Settlement Administrator will provide to Defendant's Counsel and Plaintiff's Counsel: (A) scanned copies of the negotiated Settlement Checks, and (B) a list, in Excel format, of the names of all Settlement Class Members who negotiated their Settlement Checks including the amount of the Settlement Class Member's Settlement Check.

i. Retention by Defendant of any Uncashed Settlement Checks: Any Settlement Checks that remain uncashed after the Check Cashing Deadline shall be deemed void. The Settlement Administrator will return the funds from any such Settlement Checks to Defendant within 28 days after the Check Cashing Deadline.

5. RELEASE OF CLAIMS

a. Named Plaintiff and Settlement Class Members who do not affirmatively exclude themselves from the Settlement will fully release and forever discharge Defendant and Release Parties from all claims, employee relief, damages, penalties, premium payments, monies, attorneys' fees, expenses, costs, and causes of action under New York City Fair Workweek Law from January 1, 2019 through March 3, 2022.

b. The Parties agree and acknowledge that they have engaged in settlement negotiations through their attorneys and agree that they have reached an agreement with respect to the Settlement, as documented in this Agreement. Each of the Parties further agrees and acknowledges that they have had the benefit of advice, investigation and/or recommendations with reference to the subject matter of this Settlement Agreement, and that the discovery of additional information or records relevant to this Action shall not be a reason to vacate or nullify this Settlement Agreement. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

6. MUTUAL COOPERATION

The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this

Agreement. The Parties shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's approval of this Agreement. If the Court does not grant approval of the Settlement, the parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement.

7. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

a. Arm's Length Transaction. The terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties. Accordingly, this Agreement is not to be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of the Agreement.

b. Dismissal. The Parties agree to cooperate and take all steps necessary and appropriate to dismiss the action. The lawsuit will be dismissed with prejudice after Defendant has fully funded the Settlement Account and has paid the settlement administration expenses to the Settlement Administrator. The Court will retain jurisdiction to interpret, implement, and enforce the terms of the Settlement.

c. No Assignment. Named Plaintiff, and Plaintiff's Counsel 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 Action, or any related action, and any attempt to do so shall be of no force or effect.

d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

e. 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.

f. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the laws of the United States govern any matter set forth herein, in which case such federal law shall govern.

g. Continuing Jurisdiction. Consistent with the terms of this Agreement, the Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

h. Waivers and Modifications. 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 with 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.

i. Notice. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and that by signing and cashing a Settlement Check they are bound by the release provisions in this Agreement.

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

k. Signatures and Transmittal. Either Party may execute this Agreement by causing her/its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose 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, email or other electronic means.

DATED: April 26, 2022, 2022

Justin Tyson

DocuSigned by:
Justin Tyson
5126A97CC088481...

DATED: May 3, 2022

Shake Shack Enterprises, LLC

By: *Ron Palmese*

Its: Senior Vice President & General Counsel

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT
Tyson v. Shake Shack Enterprises, LLC, Index No. [XX]

A court authorized this notice.

You may be entitled to money from a class action settlement if you worked as an hourly employee at Shake Shack Enterprises, LLC between January 1, 2019 and March 3, 2022. If you would like to receive a payment from the Settlement, you must submit a Claim Form by [close of Claims Period].

The Kings County Supreme Court in Kings County, New York has preliminarily approved a class action settlement in the *Tyson v. Shake Shack Enterprises, LLC*, Index No. [XX] (the “lawsuit”).

1. Why did I get this Notice?

You got this Notice because Shake Shack Enterprises, LLC (“Shake Shack”) identified you as an hourly employee who worked at Shake Shack restaurant in New York City between January 1, 2019 and March 3, 2022.

2. What Is this Lawsuit About?

Plaintiff alleges that Shake Shack violated the New York City Fair Workweek Law, Title 20, Chapter 12 of the New York City Administrative Code, N.Y.C. Admin. Code § 20-1201, *et seq.* (“Fair Workweek Law”). Plaintiff alleges that Shake Shack violated the Fair Workweek Law by failing to consistently: (1) provide employees with a good faith estimate of the hours, dates, times, and locations of employees’ expected regular work schedule; (2) provide predictable schedules with at least 14-days’ notice; (3) pay the required premiums when hourly workers work opening and closing shifts without at least 11 hours off in between; and (4) offer new shifts to current employees before hiring new employees. See N.Y.C. Admin. Code §§ 20-1221-22; 20-1231; 20-1241. Shake Shack denies it violated the law.

The Plaintiff and his attorneys think the Settlement is in the best interests of the Class Members. The Court has preliminarily approved the Settlement. The Court must also grant final approval for the Settlement to be valid. The Court did not decide whether Shake Shack violated the law.

3. How Much Money Can I Expect to Receive?

The total individual settlement amount you may be entitled to receive is estimated to be approximately \$[AMOUNT]. Your settlement amount is based on the number of weeks you worked at Shake Shack in New York City as an hourly employee between January 1, 2019 and March 3, 2022

4. What Are My Options?

<p>RETURN THE ENCLOSED CLAIM FORM</p>	<p>If you wish to participate in the settlement and receive a settlement payment, you must complete and return a Claim Form postmarked or otherwise received by [close of Claims Period]. You can return a completed Claim Form to the Settlement Administrator via U.S. mail, email, or electronically through the following link: XX. If you return a properly completed Claim Form, you will receive a settlement payment and release your wage claims. If you scan this QR Code with your camera phone, it will take you to the Settlement Administrator’s website where you can submit a claim form.</p> <div data-bbox="500 600 721 766" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Insert QR CODE Here</p> </div>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you do not wish to participate in the settlement, do not wish to receive a settlement payment, and do not wish to release your New York City Fair Workweek Law claims, you must exclude yourself from the settlement by [objection/exclusion deadline]. Instructions for excluding yourself from the settlement are provided in <u>Section 7</u>, below. If you exclude yourself from the settlement, the statute of limitations on your claims will start to run again on the date that you mail or submit your written request for exclusion.</p>
<p>DO NOTHING</p>	<p>If you do not return a properly completed Claim Form postmarked or otherwise received by [close of Claims Period] you will still be bound by the settlement and you will release your New York City Fair Workweek Law claims, but you will not receive a settlement payment.</p>

5. What does the Settlement Provide?

The Gross Settlement Amount is \$6,000,000.00. The parties estimate that about \$3,917,849 (the “Net Settlement Fund”) will be available for distribution to Settlement Class Members. The Net Settlement Fund is the \$6,000,000.00 Gross Settlement Amount, minus the following deductions, which are subject to Court approval: approximately \$ 38,427for the Settlement Administrator’s costs; a \$25,000.00 Service Award to the Named Plaintiff; \$2,000,000.00 for Class Counsel’s attorneys’ fees and not more than \$20,000 in litigation costs.

6. What Claims am I Releasing if I Participate in the Settlement?

If you worked for Shake Shack and you do not exclude yourself from the Settlement as described in Section 7, below, you will release Shake Shack and its respective affiliates, subsidiaries and other related entities, and all of their incumbent and former officers, directors, owners, franchisees, licensees, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns and representatives, including without limitation, in all of their individual and/or representative capacities from all claims under the New York City Fair Workweek Law from January 1, 2019 and March 3, 2022.

7. How do I Exclude Myself from or Object to the Settlement?

If you do not wish to participate in the Settlement, do not want to receive a settlement payment, and do not want to release your claims against Shake Shack, then you must submit a written statement personally signed by you to requesting exclusion from the Settlement. An exclusion request must: (i) be in writing; (ii) contain your full name, address, telephone number, and the last four digits of their Social Security Number; (iii) contain the following statement: “I request that I be excluded from the Settlement Class in the case of *Tyson v. Shake Shack Enterprises, LLC*”; (iv) be signed; and (v) be mailed to Class Counsel at the address provided in **Section 11** below postmarked on or before **[objection/exclusion deadline]**.

If you do not opt out of the settlement but wish to object to the settlement, you must file with the Court and submit to Class Counsel and Defendant’s counsel a written statement objecting to the Settlement on or before **[objection/exclusion deadline]**. If you wish to have the Court consider the written statement objecting to the Settlement, you must: (i) not exclude yourself from the Settlement Class and (ii) file with the Court and mail to Counsel for the Parties the written Objection, along with any supporting documentation that the person wishes the Court to consider, on or before **[objection/exclusion deadline]**. If such Objection is submitted and overruled by the Court, you shall remain fully bound by the terms of the Settlement, including the release of your claims, so long as the Settlement is granted final approval by the Court. If you do not appear individually or through counsel and you do not challenge or comment upon the fairness and adequacy of the Settlement, you shall waive and forfeit any and all rights to appear separately or object.

8. How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award will be sent to the correct address. To update your address, contact the Settlement Administrator identified in **Section 11**, below.

9. If the Court grants final approval, when can I expect to be paid?

If the Court grants final approval, you can expect the settlement check approximately three months after final approval. **Please make sure to update your contact information as described in Section 8.**

10. When is the Fairness/Final Approval Hearing?

The Court will hold a hearing in this case on **[]**, at the **[courthouse]** at **[time]**, to consider this Settlement. You may appear at the hearing, but you are not required to do so.

11. How do I get More Information?

If you have any questions, contact the Settlement Administrator or Class Counsel at:

Settlement Administrator

Class Counsel

Sally J. Abrahamson
Werman Salas P.C.
(312) 419-1008
sabrahamson@flsalaw.com

Exhibit B

CLAIM FORM

Tyson v. Shake Shack Enterprises, LLC, Index No. **XX**

To receive a settlement payment, your completed Claim Form must be submitted by **[Insert date 60 days from Notice distribution]** via U.S. mail, email, or electronically through the Settlement Administrator’s website: (insert website). If you scan this QR Code on this Claim Form with your camera phone, it will take you to the Settlement Administrator’s website where you can submit a claim form.

You will only receive a settlement payment if you timely return this Claim Form and the Court grants final approval of the settlement.

By signing below, you release Shake Shack and its respective affiliates, subsidiaries and other related entities, and all of their incumbent and former officers, directors, owners, franchisees, licensees, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns and representatives, including without limitation, in all of their individual and/or representative capacities from all claims under the New York City Fair Workweek Law from January 1, 2019 and March 3, 2022.

Printed Name: _____ Signature: _____

Date: _____ Phone Number: _____

Street Address: _____ City: _____

State: ___ Zip Code: _____ Email: _____

Insert Settlement Administrator’s Contact Information

<p>Join Electronically at [link to Claim Form]</p> <p>Or scan below with phone camera</p> <div data-bbox="224 1650 391 1745" style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Insert QR Code Here</p> </div>	<p>Or return Claim Form by email, or mail to:</p> <p>[ADMINISTRATOR] [ADDRESS] [EMAIL] [PHONE] [FAX]</p>
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