

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

**CHRISTINE RODRIGUEZ, SANDRA
BURGA, KAREN MALAK, JAMES
TORTORA, LISA BRUNO, JANEEN
CAMERON, KAREN McBRIDE,
ANDREW WOOLF, and BRAD
BERKOWITZ, individually, and for all
others similarly situated,**

Plaintiffs,

-against-

**IT'S JUST LUNCH INTERNATIONAL,
IT'S JUST LUNCH, INC., HARRY and
SALLY, INC, RIVERSIDE COMPANY,
LOREN SCHLACHET, IJL NEW YORK
CITY FRANCHISE, IJL ORANGE
COUNTY FRANCHISE, IJL CHICAGO
FRANCHISE, IJL PALM BEACH
FRANCHISE, IJL DENVER FRANCHISE,
IJL AUSTIN FRANCHISE, IJL LOS
ANGELES-CENTURY CITY FRANCHISE,
and DOES 1-136,**

Defendants.

Index No.: 07-CV-9227 (SHS)(SN)

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the "Agreement") is entered into as of the last date of any signatures below by and among:

- (a) It's Just Lunch International, Inc., IJL Midwest Denver LLC, and FGH Associates LLC s/h/a IJL Austin Franchise (collectively referred to as "IJL")
- (b) Representative Plaintiffs, James Tortora, Lisa Bruno, Janeen Cameron, Karen Malak-Rocush, and Brad Berkowitz, individually and as representatives of the Settlement Classes, as defined below.

RECITALS

- A. This action was commenced in the United States District Court for the Southern District of New York (the "Court") against IJL on October 15, 2007, under the case caption *E. Packman, individually and for all others similarly situated, v. It's Just Lunch International, It's Just Lunch, Inc., and Harry and Sally, Inc.*, No. 07-CIV-9227, and has the current case caption indicated above (the "Action"). After pre-filing investigation for months and initial motions regarding the pleadings, Representative Plaintiffs eventually filed a Third Amended Complaint (the "Complaint") asserting causes of action for fraud and unjust enrichment, alleging, among other things, that IJL fraudulently misrepresented its services in order to induce individuals to retain its services. Brad Berkowitz, Representative Plaintiff for the New York Class, alleges in a separate cause of action in the Complaint that IJL charged for its services in an amount violating New York General Business Law § 349 and was unjustly enriched thereby.
- B. IJL denies the material allegations of the Complaint and denies all liability with respect to the facts and claims alleged in the Action. Nevertheless, without admitting or conceding liability, IJL now desires to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation, and to put to rest the Released Claims, including all claims that were or could have been brought in the Action or in similar litigation based on the facts alleged in the Action, by all members of the National Class and the New York Class.
- C. Class Counsel have analyzed and evaluated the merits of the parties' contentions, the impact of this Agreement on the members of the Settlement Classes, the risks of continued litigation and the difficulty of potential judgment enforcement given the financial circumstances of IJL. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any

relief to the Classes, Representative Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Settlement Classes.

D. In particular, Class Counsel note the following features of the proposed settlement which Class Counsel believes is the absolute best result which could be achieved:

- a. IJL Committing Itself to Honoring Clients' Most Important Preferences: As part of the Settlement, IJL is committing to a pledge on its website and in its client agreements stating that it will honor certain preferences of its clients as addressed specifically in Section 2.05 with regards to what Class Counsel has learned after eleven years of investigation and litigation are perhaps the most important preferences to clients: whether or not potential matches have children; the ages of potential matches; and the religious affiliation (or lack thereof) of potential matches. Anyone, including Class Members, who wishes to take advantage of IJL's services will have the reassurance of this new commitment.
- b. Cash Settlement Payment: All members of the National Class who do not opt out of the settlement and have submitted a claim form for a cash payment (with more details below), may receive a minimum award of \$14.44 and a maximum award of an undetermined amount depending on the number of members who submit claim forms for a cash payment.
- c. Voucher Settlement: All members of the National Class who do not opt out of the settlement and have submitted a claim for a voucher, as opposed to cash, will receive a voucher (with more details below), with each voucher having an estimated value of \$450.
- d. Transfer Rights for the Vouchers: Acknowledging that some Class Members may not wish to use the vouchers, any who do not want to use the vouchers themselves may transfer them one time to non-Class Members under conditions described below in Section 2.04(b), with each transferee, like any Class Member, obtaining value in the hundreds of dollars.
- e. Additional \$200 Payment to New York Class Members: All New York Class Members – as defined below – will receive not only the benefits of the National Class but an additional \$200 which will be paid directly only to the New York Class Members who submit a claim form.

- f. All Costs Paid by IJL: All costs of this action, including Class Counsel's attorney's fees and the cost of administering this settlement, shall be paid by IJL from a settlement fund established for this litigation as set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Representative Plaintiffs, on behalf of themselves and the Settlement Classes, and IJL, through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

I. DEFINITIONS

- 1.01** "Class Members" means members of the Settlement Classes.
- 1.02** "Claims Administrator" means Heffler Claims Group ("Heffler").
- 1.03** "Distribution Date" means the date sixty (60) Days from the date of the Effective Date as defined below on which Heffler will make distributions as set forth below.
- 1.04** "Eligible Claimant" means a Class Member who complies fully with the claims submission requirements set forth in Paragraph 4.04 below, including the requirement of timely and complete submission of a claim form, if needed.
- 1.05 Fairness Hearing.** "Fairness Hearing" shall mean the hearing to be conducted by the Court at least ninety (90) days after the date of Preliminary Approval, as defined below, to ensure that the settlement embodied by this Agreement satisfies the fairness, reasonableness, and adequacy requirements of Fed. R. Civ. P. 23(e).
- 1.06 Final Approval Order.** "Final Approval Order" shall mean the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of Incentive Awards and Class Counsel's Fees and Expenses, and which shall be mutually prepared and agreed upon by the Parties. The Final Approval Order is at the Court's discretion.
- 1.07** "Final Approval" means that all of the following have occurred:
- (a) The Court has entered the Settlement Order and Final Judgment; and
 - (b) The Court has made its final award of attorney's fees, costs, expenses,

and Representative Plaintiffs service awards, if any.

- 1.08 Effective Date.** “Effective Date” shall mean the date following the entry of the Final Approval Order on which the time for any appeal expires, or the date on which any appeals or petitions for review, including but not limited to a petition for certiorari, from the Final Approval Order are finally decided or terminated, whichever date is later.
- 1.09 “Monetary Fund”** means the monetary portion of the Settlement Fund, as defined in paragraph 1.19, paid by IJL pursuant to the terms set forth in paragraph 2.02.
- 1.10 “National Class”** means all individuals who signed a membership contract with IJL or one of its franchisees and purchased the services of IJL or one of its franchisees on or after the accrual date of class claims based on the statute of limitations for common law fraud associated with their state of residence at the time of the execution of the contract as detailed in Exhibit A through the date of Preliminary Approval as defined below, other than those individuals who received full refunds of their membership fees and those who signed releases of any claims in favor of IJL and/or a franchisee.
- 1.11 “New York Class”** means all individuals who became IJL clients in New York and who, on or after October 15, 2001, paid more than \$1,000 for a year’s worth of IJL services at the time of initial contracting through the date of Preliminary Approval as defined below, other than those individuals who received full refunds of their membership fees and those who signed releases of any claims in favor of IJL and/or a New York franchisee.
- 1.12 “Parties”** means the Representative Plaintiffs and IJL.
- 1.13 “Plaintiffs”** means Representative Plaintiffs and Class Members.
- 1.14 “Preliminary Approval”** means the Court’s entry of an order substantially in the form of Exhibit B to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Settlement Classes.
- 1.15 “Released Claims”** means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorney’s fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal

statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities including but not limited to the District of Columbia that arise out of, are based on, or relate to in any way to any of the claims asserted in, that were attempted to be asserted in, or that could have been asserted in any of the complaints in the Action, including but not limited to the Third Amended Complaint, or the facts or circumstances relating to such claims, including, without limitation, any claim that IJL's performance under its contracts with members of the Settlement Classes or IJL's conduct in connection with the marketing of its services was unlawful, deceptive, misleading, fraudulent, inadequate, improper, negligent, grossly negligent, or breached any federal, state or local consumer fraud or similar laws. For the avoidance of doubt, this release does not extend to claims having no relationship with the claims or facts in this litigation, by way of example only, alleged personal injury resulting from a visit to an IJL office. In addition, with respect to Representative Plaintiffs only, "Released Claims" includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring to the date of Preliminary Approval that might be attributable to IJL or any of the other Released Parties.

- 1.16** "Released Parties" means IJL, and its affiliates, parents, direct and indirect subsidiaries, franchisees, agents, insurers, and any company or companies under common control with any of them, and each of its or their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, representatives, partners, vendors, issuers, insurance carriers, and assigns, or anyone acting on their behalf including, without limitation, the following former and present owners of IJL and its franchises: IJL Holding Company, It's Just Lunch Holdings LLC, It's Just Lunch, Inc. IJL US LLC, IJL Advertising LLC, IJL Chas Holdings LLC, IJL NUS LLC, IJL Everest LLC, IJL Midwest Denver LLC, FGH Associates LLC The Riverside Company, Riverside Micro Cap Fund 1, Loren Schachlet, Alan Peyrat, Bela Schwartz, Stewart Kohl, Riverside Partners, LLC, Alan Weiss, IJL Birmingham LLC, IJL Nashville, LLC, IJL Raleigh LLC, Amy Brinkman, Alley Jahandideh, IJL SF LLC, IJL SV LLC, Anna Andersen, A & Y Enterprises, LLC, Betty Sinclair, JuJube LLC, JuJube WA LLC, Bill Hoffpauir, Keil Gauger and Alan Freeman, FGH Associates, Blant Hurt, Blossom Ventures Inc., Bradley Osgood and Trevor Hall, IJL Will Do Too LLC, Brandee Kramer IJL Silicon Valley LLC, Brennan Adams, Dual Scorpion Enterprises, Brian Jones, Can Do International LLC, Bridget McCoy, BMC LLC, Cameron David, Cameron David LLC, Chiara Di Muzio, Pockets of Excellence LLC, Christine Hobson, Tee to Green II LLC, Christine McLean, Cameron David LLC, Cindy

Herington, CA Herington LLC, Cindy Taylor, ZCT Company, Corinne Christenson and James Christenson, Havenwood Court, LLC, Dana Hartmann-Butts, IJL Arizona LLC, Daniel Armstrong, Daniel Dolan, Andrea McGinty, IJL Orange County LLC, IJL San Diego LLC, IJL Washington Inc., Everest Group LLC, IJL Minneapolis Inc., IJL New York LLC, IJL Buffalo LLC, IJL Cincinnati LLC, IJL Cleveland LLC, Daniel Rimer, Lucille Rimer, Dantri Inc., David Cameron, David Partridge, JDDM Management Inc., David Zeng, Zeng Group LLC, Denise Lafferty, Life & Laughs, Inc., Desiree Checki, Mark Polakowski, Abicus Inc., Duane Sibole, D.S.E. LLC, Holland Edward Toles III, IJL4 Company, Elise Daniel, EAD LLC, Erin Bajek and Jason Fitch, IJL Los Angeles, Inc., Ernie Russell and Shadra Russell, Kali K Inc., Felicia O'Day, Lunch 4 U Inc., Glen Anderson, Kelly Anderson, IJL Group, LLC, Glenda Cole, Glencole Enterprises LLC, Heather Hill, Reservations for Two, Irene LaCota, James T. Irwin III, Jere Pittner, Double J Ventures LLC, Jan Zimmerman, JZ Direct LLC, Jason Pratt, Cynergi Marketing Corp., Jeff Powell, JKJ Enterprises Inc., Jeffrey Ruben, IJL-Louisville Inc., Jennifer Donnelly, J. Donnelly Inc., Jennifer Pannucci, Jennifer Reid, IJL Washington Inc., Jennifer Rose, Get Connected, Inc., Jerry Tylman, Victoria Crum, Mimi Finkel, Jessica Strickland, Gray Sky Inc., Joan Griffin, David Hughes, IJL NM LLC, IJL Tucson LLC, Joanne Bloomfield, Island Park Enterprises LLC, John A. Pouliot, Tonya L. Pouliot, Pouliot's 2 Inc., John Quinn, Pamela Joyce Osgood, IJL NCP LLC, John Tlappek, Blanton LLC, Julie Zadoo, Steel Skies Enterprises, Platinum Dunes, Kameran Ritzhaupt, IJL Oklahoma Inc. Karen Faust, Faust Enterprises, Katherine Gragg, Across the Room LLC, Kathy Merwald, Kelly Alston, Alston & Associates LLC, Ken Marr, Lunch & Meets Inc. Kim Lawson and Derek Butts, Two Become One Inc., Kimberlee Brandt, KJB Enterprises, Ltd., LandingDay Enterprises, Shari Marion Stull, Daniel Stull, Laura Culver, IJL Buffalo Inc., Leslie Lessig, Triple L Ventures, Linda Grandlund, Grandlund Partners, LLC, Linda Markt, Linda Markt LLC, Linda Zaleski, IJL Central PA LLC, Lisa Lahoste, Get Together LLC, Lisa Pirosanto, IJL Services, Inc., Lisa Purdum and Steve Purdum, IJL Orange County Inc., IJL San Diego Inc., Loriann Landaburu, Ty Windfeldt, A Perfect Match LLC, Lynn M. Pofer, Lynne Adams, LWL, LLC, Mark and Debra McNeal, McMatch Inc., Mark Frankovic, Cincinnati Snack & Beverage Inc., Mark Manlin, Paula Komar, Dyquem LLC, Mark Nichols, IJL III LLC, Marty Kelly, Polar Bear Inc., Mary Frank, Fours LLC, Matthew Kleinman, Merit Ventures, Inc., Megan Mitsch, Abicus Inc., Michele Mendez and Cathy Loe, Menloe Inc., Michelle Brown, MBrown Inc., Michelle Kruskamp, M Renee Inc., Nicole Nance and Linda Honey, DE Destiny LLC, Niki McDowell, Three Pronged Forks LLC, Nishat Alibhai, NNA Holdings—San Antonio LLC, Pamela Lanier, Rachelle Inc., Loraine Inc., Patrick Smith, Paula Komar, Cleveland IJL, Randy Argotsinger, Beechwood Investments Inc. Robert Drum and Millie Kay Drum and RJM Inc., Robert Vandor, Jill Vandor, Harry & Sally

Inc., Robin Meierowitz, Roxanne Brogan, Strike a Match Inc., Sara Darling, IJL Midwest LLC, IJL Midwest Cleveland LLC, IJL Midwest Denver LLC, IJL Midwest Milwaukee LLC and IJL Midwest Chicago LLC, Scottie Johnson, Shiawase Inc., Seth Houlton and Allie Houlton, ACH 14 LLC, Shalene DeMarco, South Carolina IJL LLC, Steve Green and Tena Green, IJL HR, INC., Steve Misotti, The J.E.D. Group, Inc., The Estate of Pamela Joyce Osgood, IJL Will-Do LLC, IJL Will Do Inc. Houston, Timothy Carter and Michelle Carter, TMC LLC, Tom Kaifesh and Lisa Kaifesh, Trinity Flood, The Trinity LLC, Victoria Crum and Jerry Tylman, IJL 500 LLC, William Geist, MacGraw and O'Neal Ltd., William Sparks and Christina Sparks, Anglo Amec Inc..

- 1.17 "Representative Plaintiffs" means James Tortora, Lisa Bruno, Janeen Cameron, Karen Malak-Rocush, and Brad Berkowitz.
- 1.18 "Settlement Classes" means all members of the National Class and the New York Class.
- 1.19 "Settlement Fund" means the amount necessary for all payments and other relief under this Agreement including the vouchers addressed in paragraph 2.04.
- 1.20 "Settlement Order and Final Judgment" means an order and judgment entered by the Court approving this Agreement as final and binding on the Parties, Class Members, and Released Parties.
- 1.21 Other capitalized terms have the meanings ascribed to them elsewhere in this Agreement.
- 1.22 The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

- 2.01 **Settlement Administration.** Administration of the settlement will be handled by Heffler Claims Group, a company that specializes in class action notices, claims administration, and other significant services related to class actions and mass tort actions. Heffler will disseminate notice to the members of the Classes using the means described in Section III below. Heffler will also assist with receiving and paying claims and generating reports on the claims process. The costs of settlement administration shall be paid from the Monetary Fund. IJL and/or Heffler shall administer the settlement and shall provide to Class Counsel upon request reports concerning the claims process. The Parties will cooperate with Heffler with respect to the administration.

- 2.02 Monetary Fund.** No later than thirty (30) days after the Effective Date, IJL will place \$4.75 million in a trust bank account established and managed by Heffler, less \$200,000 being paid after Preliminary Approval. IJL will place that \$200,000 of the \$4.75 million in that same trust account no later than thirty (30) days after the Preliminary Approval. Interest earned by the Monetary Fund shall become part of the Monetary Fund. In the event that there are any funds remaining in the Monetary Fund held in that account after all payments hereunder have been made to Class Counsel, the Representative Plaintiffs, Heffler, and the Eligible Claimants, Heffler shall distribute the balance in that bank account as a charitable donation to a 501(c)(3) certified charity as agreed upon by the Parties with the approval of the Court.
- 2.03 New York Class Payments.** Each member of the New York Class who has not opted out of the Settlement and who has timely submitted a claim form will receive an award of \$200 from the Monetary Fund, to be paid by Heffler on the Distribution Date. , in addition to the consideration each such member is receiving as a member of the National Class.
- 2.04 National Class Settlement.** Each member of the Classes who has not opted out of the settlement and has timely submitted a claim form has an option of claiming a cash award or a voucher for certain IJL services or discounts, as described below. The National or New York Class members who do not submit a claim shall not be entitled to a cash payment, voucher, or any other consideration, but their claims will nevertheless be extinguished by the class settlement. All class members who do not opt out of the settlement will have their Claims against the Releasees released.
- 2.04(a) Cash Payment.** Of the Settlement Amount, \$3.25 million minus service awards and the out of pocket costs for administration will be allocated towards the cash payment fund (the “Cash Payment Fund”).

Each member of the National Class who has not opted out of the settlement and has submitted a claim form for a cash payment may receive a minimum award of \$14.44 and a maximum award of an undetermined amount based on the number of National Class members who submit claim forms. The total cash payment to all National Class members will not exceed \$2,511,800. That is calculated based on out of pocket costs for the settlement administration of \$250,000 being set aside from the Settlement Fund which is not included in the Cash Payment Fund, \$60,000 set aside for the Service Awards to the Class Representatives, and \$428,000 set aside for the New York Class.

Based on the amounts being deducted from the Settlement Fund and not included in the Cash Payment Fund to cover the cost of administration, Service Awards to the Class Representatives and funds set aside for the New York Class, as set forth above, the total cash payment to all National Class members will not exceed \$2,511,800. If the funds set aside for settlement administration, service awards, the New York class, or any other purpose are not otherwise spent or distributed, they shall be available as additional funds to be paid to the National Class. The payments are to be made by Heffler to class members on the Distribution Date.

2.04(b) Vouchers. Each member of the National and New York Classes who has submitted a claim form for a voucher rather than a cash payment, the link to which will be distributed with the Class Notice described in paragraph 3.02, shall be entitled to receive one voucher redeemable for at least one free date arranged by IJL in the manner of its ordinary services and in compliance with the provisions of this agreement concerning modification of services. A single voucher has an estimated value of \$450, but can be valued at a higher price depending on the membership plan provided at a given geographical location. If the National Class member is not a current member of IJL, he or she shall also be entitled to receive a voucher for a 25% discount towards an IJL membership. The discount is not applicable to any amounts the former member may owe to IJL. The types of membership plans available at each location vary. The vouchers will be valid for 180 days following the date of issuance and will not require any Class Member to pay for the services provided by the voucher. Upon redemption of the voucher, the voucher holder will be required to execute the form of contract for the IJL location where the voucher is redeemed. There is no requirement to pay any consideration other than the membership fees that would be due from any new member. Individual terms and conditions will apply and may vary for each IJL location. The voucher holder must submit the voucher to IJL within the 180 days, but the dates need not be arranged within the 120 days period and IJL reserves the right to manage its inflow by arranging dates within a one (1) year period after submission. If the dates offered by the voucher have not been provided by IJL within the one year period, the voucher shall remain valid until the dates have been provided unless IJL is unable to fulfill all matches due to circumstances beyond IJL's control, such as client criteria modifications, client's request to discontinue dating, or client refusing matches within client's original criteria at the time the voucher was submitted for redemption. In that event, IJL will be deemed to have fulfilled its obligations under the terms of the voucher and voucher contract. When redeeming a voucher, a Class Member may submit to IJL criteria other than what he or she submitted when the Class Member originally purchased a membership with IJL. IJL reserves the right to refuse to honor the voucher for

any person for whom it is unable to provide matches in the market for which that person seeks matches. Every three (3) months, IJL shall submit to Class Counsel a report detailing the number of vouchers redeemed and unfulfilled by IJL. The report will categorize unfulfilled vouchers by the type of issue encountered that prevented IJL from providing the services for a voucher was redeemed. Vouchers may be transferred to non-Class Members redeemable for at least one free date depending on the level of service offered in the office through which the voucher is redeemed. The transferee will only be entitled to receive the free date in conjunction with a current It's Just Lunch membership, previously purchased or purchased at the time of redemption, and the value per date will vary depending on the level of membership the transferee purchases. Only a single one-time transfer will be permitted, to a transferee to be identified in writing to IJL along with presentation of the original voucher. If a transferee does not purchase or does not already have an IJL membership, IJL shall have no responsibility to provide services to the transferee or as to the voucher in question. Some It's Just Lunch offices are independently owned and operated, and types and levels of membership will vary at each location. Each voucher has an estimated value of approximately \$450. The parties estimate the relief provided by the vouchers has a value of up to approximately \$60 million to the settlement classes depending on how many class members opt to receive vouchers. Under no circumstances may vouchers be transferred for any cash or other consideration. If IJL becomes aware that any consideration has been paid for the transfer of a voucher, it reserves the right to refuse to honor the voucher and to refuse to provide any services to the person to whom the voucher was issued. The vouchers shall state that they may not be transferred for any consideration. If IJL determines that a voucher has been transferred for consideration, the transferor Class Member shall be liable to IJL for liquidated damages of \$1,000. IJL will use reasonable best efforts to induce its franchisees that are not parties to the Action or to this Agreement (the "Non-party Franchisees") to honor vouchers presented to them by Class Members or qualified transferees to the extent that they refuse to do so, provided that (i) such efforts shall not obligate IJL to reimburse any Non-party Franchisees for the costs incurred in connection with honoring the vouchers and (ii) IJL is not required to incur any other or additional financial or other obligations beyond those set forth in this Agreement, including without limitation any obligation to file suit against any Non-party Franchisees to compel compliance with any of the terms of this Agreement. To facilitate members of the National Class in deciding whether to elect to receive a voucher or cash payment, IJL shall provide to Heffler and Heffler shall distribute to each class member a list of all IJL locations that will honor the vouchers and their respective addresses.

2.05 Injunctive Relief. As part of the Settlement, IJL is assuring its clients publicly that it will adhere to the pledge on its website and adhere to a use of a contract provision as explained below. The Settlement shall ensure that going forward IJL shall adhere to its pledge as described below and will honor Client preferences as to age, parental status, and religious status as set forth in all new Client agreements. To bring about these changes, IJL hereby commits to the following s:

- IJL does not use algorithms to match clients and matches are hand-selected by a matchmaker.
- Any personnel engaged in matchmaking will have been trained by IJL and IJL will disclose to members if it uses any consultants who are not employees of IJL. This commitment does not apply to IJL franchisees as their matchmaking employees are not trained or employed by IJL.
- IJL does not use and will not use “Control Points.”
- IJL does not have and will not adopt a policy to require its employees to say they have “two matches” or “we already have some matches in mind” during the initial interview if that statement is untrue and it will train its employees to not make such a statement, unless it is in fact true at the time.
- IJL does not provide any free memberships to anyone unless it substantially overhauls its current method of doing business. IJL may match current members with former members or other singles within the IJL database.
- IJL commits to disclose the location of matchmakers if the matchmakers are not located in the city in which the client joins, including if those matchmakers operate out of the Florida call center. This does not apply to IJL franchisees which do not use the IJL Florida call center.
- IJL will adhere to the use of contract language to include its policy of honoring client criteria in bold underlined type. All Date Introductions will be within the criteria provided by Client at the time of join with respect to age, religion and parental status. If IJL presents a Date Introduction that is outside of the Client’s criteria with respect to age, religion and parental status, Client may agree to accept the Date Introduction at Client’s discretion.

- Regarding all of the foregoing, IJL shall not be bound by the foregoing commitments if its business is sold to an independent third party which substantially overhauls the operations of the acquired business.

2.06 Payment of Fees, Costs and Expenses, and Service Awards.

- (a) No later than sixty (60) days after Preliminary Approval, Class Counsel will apply to the Court for an award of attorney's fees, costs and expenses, and for Representative Plaintiffs' service awards. The amount sought for Class Counsel's attorneys' fees, costs and expenses is \$1.5 million.
- (b) The amount sought as a Service Award or Incentive Payment for each of the Plaintiff Representatives will not exceed \$12,000. Such Service Award or Incentive Payment will come from the \$3.25 million Cash Payment Fund.
- (c) The out of pocket costs for the administration of the settlement, including settlement notice and court costs shall be paid by IJL up front from the \$3.25 million Cash Payment Fund.

III. SETTLEMENT APPROVAL AND CLASS NOTICE

3.01 Preliminary Approval. Within thirty (30) days of the complete execution of this Agreement, Representative Plaintiffs will move for an order in the form of Exhibit B ("Preliminary Approval Order"), which approves notice to the Class of the proposed settlement of the Action in the form of Exhibit C, and sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.02 Class Notice. The Parties will request that the Preliminary Approval Order direct that, within thirty (30) days of entry of the Preliminary Approval Order, Heffler shall provide notice of the proposed settlement to Class Members by email or first-class mail, as set forth below. Contact information for members of the Classes obtained from client records will be provided by IJL to Heffler within ten (10) days of the date of the Preliminary Approval Order and shared with Class Counsel upon request.

3.03 Email Notice. Heffler will provide notice via email to Class Members for whom it can reasonably locate email addresses in the client records provided by IJL. Heffler will provide one follow-up notice to the email address of each Class Member who does not respond to the initial notice and who has a valid email address. Heffler will provide delivery tracking services to determine

whether emails were viewed by recipients. Although there is no simple way to track whether the emails were delivered into the mailbox, Heffler will use a small transparent tracking image embedded into the email to record whether the email notice has been opened by the recipient. This technology is not foolproof, as emails read on mobile devices or through services that block images may not accurately indicate actual opens, but it will provide a good estimation of how many Class Members received the email notice. The email notice will contain text substantially in the form of Exhibit C. The email notice will contain a link to the website referred to in Paragraph 3.07.

- 3.04 Notice by First Class Mail.** Heffler will provide notice via first class mail to those Class Members with no ascertainable email address, with apparently invalid email addresses, and those who appear to have received an email but may not have viewed the message after about a week. Heffler will provide a second follow-up notice via mail if the first mailing is returned. To help ensure delivery, Heffler will cross-check addresses obtained from IJL's client information databases with the United States Postal Service's National Change of Address Database.
- 3.05 Notice by Newspaper or Magazine Advertisement.** A one-time notice to Class Members will be submitted in the *L.A. Times*.
- 3.06 Toll-Free Phones and Email Systems.** Class Counsel and Heffler will create a toll-free telephone line (855-486-7348) available to Class Members and an email address dedicated to Class Member inquiries. The telephone system will provide an automated notice of the relevant information contained in notice materials, as well as allow the potential Class Members to speak directly with a representative. Class Counsel and Heffler Claims Group will collaborate to monitor the email system. The telephone line and email system will be live prior to distribution of notice materials and will be included on all notice materials.
- 3.07 Web Page Posting.** IJL, Class Counsel, and Heffler will work together to create a website for Class Members seeking information on the class action, provided that IJL shall not have any financial obligations in connection with setting up or operating said website. The URL for the website shall be "www.ijlclassaction.com" if that URL is available or shall be similar to that name if that URL is unavailable. The website shall include a downloadable copy of a notice and claim form, substantially in the form of Exhibit D and Exhibit E, respectively. The internet address of the web page shall be included prominently on the email notice described in paragraph 3.03. The web page shall be active and accessible beginning on the date on which the transmittal of notice commences through the Distribution Date. Upon

agreement between Class Counsel and IJL that the Agreement has been fully performed, the website shall be terminated and the ownership of the URL therefor shall be transferred to IJL for no consideration.

- 3.08 Submission of Exclusion Request and Objections.** Plaintiffs will request that the Preliminary Approval Order direct that Class Members be allowed seventy-five (75) days from the date of entry of the Preliminary Approval Order], forty-five (45) days from date Heffler provides the notice (the “Opt-Out Period”), to request exclusion from the Class or to submit objections to the proposed settlement (the “Objection Date”). The notice will direct that any Class Members’ exclusion request (“Request for Exclusion”) or objection (“Objection”), if any, be sent to Heffler, which will provide periodic updates on the Requests for Exclusion and Objections to both IJL and Class Counsel. Any re-sending of email notice will not extend the time for members of the Classes to submit a Request for Exclusion or to submit Objections.

The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Fairness Hearing, or who wishes for any objection to be considered, to file a written notice of Objection by the Objection Date, as well as a notice of intention to appear at the Fairness Hearing. To state a valid Objection to the Settlement, an objecting Class Member must provide in his or her written objection his or her full name, current address, and current telephone number. The objecting Class Member shall also provide, to the extent he is she is able, the following information: (i) information sufficient to establish membership in the Class; (ii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iii) provide copies of any other documents that the objector wishes to submit in support of his/her/its position. Finally, subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Fairness Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorney’s fees, Incentive Awards, and reimbursement of reasonable litigation costs and expenses. The objecting Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Fairness Hearing (“Notice of Intention to Appear”) by the Objection Date or on such other date that may be set forth in the Class Notice. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her/its counsel) will present to the Court in connection with the Fairness Hearing.

The agreed-upon procedures and requirements for filing objections in

connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon Class Counsel and Defendant's Counsel at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Fairness Hearing, their objections may be waived and their objections may not be considered by the Court, at the Court's discretion.

In the event of an appeal of the Final Approval Order, Class Counsel agrees that it will be solely responsible for defending the Court's Final Approval Order on appeal at their own cost. IJL will make a filing either joining and/or not opposing Class Counsel's defense of the Final Approval Order. However, if the appeal only relates to the Court's order approving Class Counsel's attorney's fees and/or costs or Incentive Awards, it will be up to IJL in its sole discretion whether to join such appeals or to defend the Court's Final Approval Order. IJL will not appeal from the Final Approval Order if the Court approves this Agreement and awards Class Counsel's attorney's fees and/or costs or Incentive Awards that are within the amounts set out in paragraph 2.06 herein. Any fees and/or costs incurred by Class Counsel in such appeals, including fees and/or costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover such fees and/or costs from IJL unless (i) IJL is the sole party appealing the Court's award with respect to Class Counsel's attorney's fees and/or costs, and (ii) IJL is unsuccessful in such an appeal (i.e., the appeal does not result in an order or decision of the Court of Appeal or of the Court that reduces the attorney's fees or costs awarded to Class Counsel).

3.09 Termination of Agreement In the event the Court does not enter a Final Approval Order or the Final Approval Order is reversed as a result of an appeal or vacated by the Court for any reason, the Parties agree to use their best efforts to cure any defects identified by the Court or an appellate court including by amendment to the Agreement and execution of a new settlement agreement. If, despite their best efforts, the Parties cannot cure such defects, this Agreement, including the release provisions thereof, is canceled, and no term or provision of the Agreement or of the negotiations thereof shall have any effect and shall not be admissible in evidence for any purpose or used for

any purpose in the Action, and the Parties shall be restored to their prior rights and positions as if the Agreement had not been executed.

- 3.10 Entry of Final Judgment.** Plaintiffs will request that the Court (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves, ordering that the Claim Payments be paid to Eligible Claimants (as set forth in Section IV), ordering the attorney's fees, costs, expenses, and Representative Plaintiffs' service awards be paid in the amount approved by the Court, approving the form of notice provided by IJL, dismissing the Action with prejudice, incorporating the Class Release, and barring Class members from bringing claims within the scope of the Released Claims.
- 3.11 Reporting.** Within sixty (60) days of Heffler's completion of the distribution of payments in Section IV below, and Heffler's report to IJL of said completion, IJL will provide the Court and Class Counsel a report verifying its compliance with this Agreement to the date of the report.

IV. DISTRIBUTION OF PAYMENTS AND VOUCHERS

- 4.01 Responsibility for Distributions.** Heffler will be responsible for making all distributions required under this Agreement. IJL and Heffler will have authority to make all decisions reasonably necessary for the orderly implementation and administration of the Agreement and the distribution of all payments and vouchers prescribed in this Agreement. Subject to the dispute resolution provisions of paragraph 4.07 below, neither IJL nor Heffler will have any liability for any settlement administration decision made in good faith and not inconsistent with the express terms of this Agreement.
- 4.02 Responsibility for Distribution of Vouchers.** Heffler will make vouchers available for download via its website, with each member of the class providing proof of eligibility by completing a claims form substantially in the form of Exhibit E. Heffler will provide IJL and Class Counsel with weekly reports concerning the number of vouchers downloaded from its website during the time period for which vouchers can be redeemed as set forth hereinabove and shall report further as to the names of the Class Members who have completed the necessary paperwork and obtained vouchers.
- 4.03 Distribution of Fees, Costs, Expenses, and Service Awards.** On the Distribution Date, IJL and/or Heffler Claims shall distribute attorney's fees, costs, expenses, and Representative Plaintiff service awards in an amount approved by the Court by a check or wire transfer (at the claim

administrator's option) made payable to Balestriere Fariello. IJL's obligations with respect to any fees, costs or payments to Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees as a result of the resolution of the Action) or any Representative Plaintiff will be fully and forever discharged upon this payment to Balestriere Fariello pursuant to this paragraph. Other than IJL's obligation to cause payment to be made of the payments to the class, attorney's fees, costs, expenses, and Representative Plaintiff service awards in an amount approved by the Court, all as set forth above, IJL will have no further obligations to Class Counsel or the Representative Plaintiffs except to the extent the Representative Plaintiffs are entitled to a Claim Payment and vouchers.

- 4.04 Submission of Claims for Eligibility for Distribution.** To be eligible for payment or distribution of any voucher pursuant to this Agreement, National Class Members and New York Class Members must submit a completed claim form, substantially in the form attached as Exhibit E. National Class Members must submit completed claim forms over the Internet or to the mailing address set forth on the class notice by a date specified in the notice, which shall be no less than sixty (60) days following receipt from Heffler of the notices of the proposed class settlement.
- 4.05 Class Action Fairness Act Notification.** Within ten (10) days of submission of the Settlement for Preliminary Approval as set forth in paragraph 3.01 or such other time as may be required by law or by the Court, IJL and/or Heffler will provide notice of the settlement to the appropriate federal and state authorities pursuant to 28 U.S.C. § 1715.
- 4.06 Notification of Eligible Claimants.** At the time of the payment by check, members of the New York Class will be notified that the check represents their payment under the Agreement. At the time of the distribution of the vouchers, Eligible Claimants within the National Class will be notified that the payment or vouchers represent their compensation under the Agreement. The notifications will inform the recipient about the dispute resolution process described in Paragraph 4.07.
- 4.07 Resolution of Questions or Disputes.** Heffler will determine and verify eligibility for, and amount of, any payment to a Class Member. IJL will determine and verify eligibility for voucher distribution. If a Class Member has a question or dispute about his or her eligibility for payment or the amount he or she is entitled to be paid under this Agreement, he or she may contact the claims administrator via the website established pursuant to paragraph 3.07. Heffler or IJL will review each such email, check for any mistakes in the Class Member's eligibility for payment or vouchers, and

respond to the Class Member within a reasonable time. Heffler or IJL will forward to Class Counsel any questions or disputes from Class Members as well as any responses to such questions or disputes. If a claim dispute is not resolved through this process, it will be subject to investigation and discovery to the extent the Court directs or allows.

V. RELEASES

5.01 Sole and Exclusive Remedy. This Settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Class Member shall be barred from initiating, asserting, or prosecuting the Released Claims.

5.02 Class Release. Effective upon Final Approval, Representative Plaintiffs, for themselves and as the representatives of the Settlement Classes, and on behalf of each Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims (as defined in Paragraph 1.15) against the Released Parties (as defined in paragraph 1.16). Plaintiffs and Class Members expressly waive and relinquish all Released Claims or causes of action to the fullest extent permitted by law. Plaintiffs and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying Judgment, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Agreement. Plaintiffs and the Class Members covenant further not to file suit in derogation of this Agreement and the release provisions thereof. Plaintiffs and the Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims s, provided, however, that this Class Release shall not extend to any Non-party Franchisee that is not a party to this Action to the extent that such Non-party Franchisee fails to honor a voucher presented to it pursuant to the terms of this Agreement.

Upon the Settlement becoming final, all Class Members who have not timely excluded themselves from this action shall be deemed to have waived any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to

claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor;

or by any law of any state or territory of the United States or any other principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph, but each Class member hereby expressly waives and fully, finally, and forever settles and releases, upon the Settlement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

VI. MISCELLANEOUS PROVISIONS

6.01 Settlement Purpose of Agreement. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any proceeding or subsequently filed action or any wrongdoing, fault, violation of law, or liability of any kind on the part of any party, or admission of any party of any claim, defense or allegation made in the Action or any other action. If the Court should for any reason fail to approve this Agreement substantially in the form agreed upon by the Parties, decline to enter the Settlement Order and Judgment, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed on appeal or rendered void, then (a) this agreement shall be considered null and void, (b) neither this Agreement nor any related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement has been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

6.02 Cooperation. The Parties and their counsel will cooperate fully in the process of seeking settlement approval. IJL shall have no obligation to alter the terms of the settlement to respond to any objections, without regard to the nature or source of the objection. Class Counsel warrant and agree that they will take

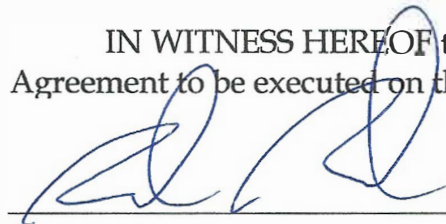
all steps necessary to obtain and implement Final Approval of this Agreement, to minimize the number of opt-outs from the settlement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken, to give IJL full and final peace from further prosecution of the Released Claims, and to give Class Members the benefits they enjoy under this Agreement.

- 6.03 Governing Law.** This Agreement is intended to, and shall be governed by, the laws of the State of New York, without regard to its rules regarding conflicts of laws.
- 6.04 Entire Agreement.** The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement that may adversely affect Class Members' substantive rights must be in writing and signed by the Representative Plaintiffs and IJL; any other modification of the Agreement must be in writing and signed by Class Counsel and IJL.
- 6.05 Construction of Agreement.** Counsel for all Parties participated in and considered the terms and drafts of this Agreement, and have mutually agreed to the terms and drafting of this Agreement, after extensive negotiations. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any party.
- 6.06 Binding Effect.** This Agreement shall be binding upon and inure the benefit of the Parties hereto and their respective heirs, successors and assigns.
- 6.07 Waiver.** The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
- 6.08 Effectiveness of Agreement; Counterparts.** This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this agreement in counterparts (any one or all of which may be facsimile or email copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.
- 6.09 Use and Retention of Information.** The personally identifying information concerning any and all Eligible Claimants including their names, addresses

and corresponding Distribution Payments, and any claim forms submitted under Paragraph 4.02 may be used only for purposes of implementing this Agreement.

- 6.10 Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over this Action and over all Parties and Class Members to interpret, effectuate, enforce, and implement this Agreement including, but not limited, to orders enjoining Class Members from prosecuting the Released Claims after the Agreement has been fully performed. The Court shall have exclusive jurisdiction to resolve any disputes involving or pertaining to this Agreement, subject to the dispute resolution mechanism set forth in paragraph 4.07.
- 6.11 Authority.** Each individual who executes this Agreement represents and warrants that he or she has authority to enter into this Agreement on behalf of the party for which that individual signs including but not limited to the authority of Class Counsel to execute and perform this Agreement on behalf of Plaintiffs and the National Class and the New York Class subject to the approval of the Court.
- 6.12 Assignment; Third Party Beneficiaries.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Settlement Classes without the express written consent of the Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.
- 6.13 Communications.** Any non-privileged and non-work-product-protected communications to the Parties relating to this Agreement shall be sent to Balestriere Fariello, on behalf of Plaintiffs and the Class, and to Lewis Brisbois Bisgaard & Smith LLP, attention: Peter T. Shapiro, on behalf of IJL.

IN WITNESS WHEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.



Brad Berkowitz
Representative Plaintiff for the New York Class
Dated: 6/27/19



Lisa Bruno
Representative Plaintiff for the National Class
Dated:

Janeen Cameron
Representative Plaintiff for the National Class
Dated:

Karen Malak-Rocush
Representative Plaintiff for the National Class
Dated:

James Tortora
Representative Plaintiff for the National Class
Dated:

It's Just Lunch International, Inc.


By: Melissa Brown, CEO
Dated:

IJL Midwest Denver LLC

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

Brad Berkowitz
Representative Plaintiff for the New York Class
Dated:

Lisa Bruno
Representative Plaintiff for the National Class
Dated:



Janeen Cameron
Representative Plaintiff for the National Class
Dated:

Karen Malak-Rocush
Representative Plaintiff for the National Class
Dated:

James Tortora
Representative Plaintiff for the National Class
Dated:

It's Just Lunch International, Inc.

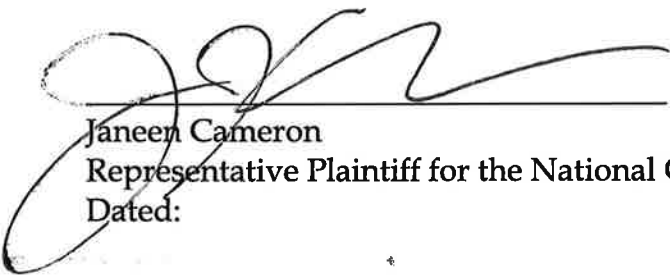
By: Melissa Brown, CEO
Dated:

IJL Midwest Denver LLC

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

Brad Berkowitz
Representative Plaintiff for the New York Class
Dated:

Lisa Bruno
Representative Plaintiff for the National Class
Dated:



Janeen Cameron
Representative Plaintiff for the National Class
Dated:

Karen Malak-Rocush
Representative Plaintiff for the National Class
Dated:

James Tortora
Representative Plaintiff for the National Class
Dated:

It's Just Lunch International, Inc.

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Dated:


IJL Midwest Denver LLC

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Representative Plaintiff for the New York Class
Dated:

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Representative Plaintiff for the National Class
Dated:

Janeen Cameron
Representative Plaintiff for the National Class
Dated:


Karen Malak-Rocush
Representative Plaintiff for the National Class
Dated: 6/27/2019

James Tortora
Representative Plaintiff for the National Class
Dated:

It's Just Lunch International, Inc.

By: Melissa Brown, CEO
Dated:

IJL Midwest Denver LLC

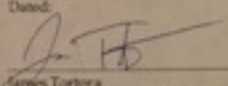
IN WITNESS WHEREOF the undersigned, being duly authorized, have caused this

Brad Berkowitz
Representative Plaintiff for the New York Class
Dated:

Lisa Bruno
Representative Plaintiff for the National Class
Dated:

Janee Cameron
Representative Plaintiff for the National Class
Dated:

Karen Malak-Rocush
Representative Plaintiff for the National Class
Dated:



James Tortora
Representative Plaintiff for the National Class
Dated: 6/27/19

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Dated:

III, Midwest Denver LLC

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Representative Plaintiff for the New York Class
Dated:

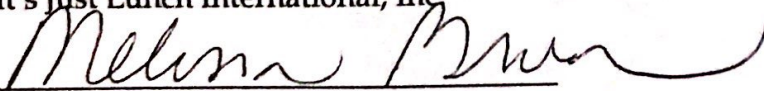
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Dated:

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Representative Plaintiff for the National Class
Dated:

Karen Malak-Rocush
Representative Plaintiff for the National Class
Dated:

James Tortora
Representative Plaintiff for the National Class
Dated:

It's Just Lunch International, Inc



By: Melissa Brown, CEO

Dated:

6/27/2019

IJL Midwest Denver LLC



By: Sara Darling, President

Dated: 6/27/19

FGH Associates LLC

By: _____, President

Dated: _____

By: _____, President
Dated:

FCH Associates LLC

Bill Hyslop
By: _____, President
Dated: 6-27-19