

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the District of Columbia (the “District”), acting through the Office of the Attorney General for the District of Columbia (“OAG”), and MITRA QSR KNE, LLC (“Mitra”); hereinafter referred to collectively as the “Parties.”

PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. WHEREAS, the District is a municipal corporation empowered to sue and be sued, created by an Act of Congress and is the local government for the district constituting the seat of government of the United States. D.C. Code § 1-102. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1).

B. WHEREAS, Mitra at all relevant times operated KFC franchises in the District of Columbia located at 220 Riggs Road NE, Washington, D.C. 20011 and 1944 Bladensburg Road N.E., Washington, D.C. 20002.

C. WHEREAS, in July 2017, OAG opened an investigation of Mitra for potential violations of the District’s Minimum Wage Revision Act (the “Minimum Wage Act”), D.C. Code §§ 32-1001 *et seq.*, in relation to wages owed to employees at Mitra’s KFC franchises in the District. Any and all claims or potential claims arising out of OAG’s investigation are referred to herein as the “Covered Conduct.”

D. WHEREAS, the Parties have decided to reach a settlement agreement to resolve any dispute arising out of the Covered Conduct.

E. WHEREAS, this Agreement is neither an admission by Mitra of the District's allegations, nor a concession whatsoever by the District that any dispute was not well founded.

F. WHEREAS, in order to avoid the delay, uncertainty, inconvenience, and expense of any protracted dispute, the Parties have reached a full and final settlement agreement as set forth below:

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Permanent and Binding Resolution. This Agreement is a permanent and binding accord and resolution of the rights and obligations of the Parties with respect to all matters that are the subject of this Agreement.

2. Payment. Mitra agrees to the terms as outlined below:

a) Mitra agrees to pay the sum of Twenty Thousand One Hundred Twenty Nine Dollars and Forty-Four Cents (\$20,129.44) (the "Settlement Amount") to settle this matter.

b) Mitra further agrees to pay the Settlement Amount in the following manner:

i. By May 31, 2018, eighteen (18) payments in the amounts and made out to the individuals (the "Individual Claimants") identified in Exhibit A. These payments shall be made directly by Mitra to the Individual Claimants by check, money order, or direct deposit.

ii. By May 31, 2018, one (1) payment in the amount of Ten Thousand Dollars (\$10,000.00) payable to the "D.C. Treasurer." This payment shall be in the form of a check or money order, and delivered to Cullen

Hamilton, Paralegal Specialist, Office of the Attorney General for the District of Columbia, Suite 630 North, 441 Fourth Street, N.W., Washington, D.C. 20001.

- c) In the event that the Individual Claimants or the District do not receive Mitra's payment within thirty (30) days of the due date, the District shall notify Mitra's counsel, Lawrence Peikes from Wiggin and Dana LLP (Phone: (203) 363-7609, Email: LPeikes@wiggin.com). Mitra shall have thirty (30) days from the date of the District's notice to pay the outstanding amount.
- d) No later than June 15, 2018, Mitra shall certify to the District in writing that all the payments to the Individual Claimants required by Section 2(b)(i) of this Agreement have been made.

3. Release. Subject to the exceptions in paragraph 4 below and conditioned upon receipt of the Settlement Amount detailed above, the District shall immediately, and without any further action required, be deemed to have released Mitra, as well as its affiliates, subsidiaries, divisions, and any other related entities, officers, directors, employees, and agents, from any and all actions, disputes, claims, and demands of every kind and nature, including any claims for administrative penalties and/or attorneys' fees, and including any known or unknown claims, at law, in equity, or administrative, which the District may have had, now has, or may have arising out of the Covered Conduct and that could be brought under the Minimum Wage Act. Upon execution of this Agreement, Mitra shall immediately, and without any further action required, be deemed to have released the District from any and all actions, disputes, claims, and demands of every kind and nature, without limitation and including any known or unknown claims, at law, in

equity, or administrative, which it may have had, now has, or may have arising out of the Covered Conduct. All matters released by this Agreement are referred to herein as the “Released Matters.”

4. Non-Released Claims. Notwithstanding any term of this Agreement, the following is specifically reserved and excluded from the scope of the Agreement, as to any entity or person:

- a) Any potential criminal, civil, or administrative liability to the United States of America under federal laws or regulations arising from the Covered Conduct;
- b) Any criminal, civil, or administrative claims arising under Title 26, U.S. Code (Internal Revenue Code), or the tax laws of the District of Columbia;
- c) Any criminal liability to the District of Columbia under the D.C. Official Code arising from the Covered Conduct;
- d) Any criminal or civil fraud liability;
- e) Except as explicitly stated in this Agreement, any non-monetary administrative liability;
- f) Any liability to the District or any of its agencies for any conduct other than the Covered Conduct;
- g) Any liability under the District of Columbia False Claims Act;
- h) Any disciplinary proceedings instituted by the District of Columbia arising from the Covered Conduct;
- i) Any liability to enforce a tax or child support obligation;
- j) Any claims based upon such obligations as are created by this Agreement, including those claims to enforce the terms and conditions of this Agreement.

5. Compliance:

- a) Mitra agrees that beginning in the year 2018, and on an annual basis for three (3) years, the CEO of Mitra, or his/her designee, will conduct a review of Mitra's compliance with the Minimum Wage Act. Based on this review, the CEO of Mitra will provide written certification to the District regarding Mitra's compliance with the Minimum Wage Act. The certification shall summarize the review that was conducted to provide the require certification and (i) if Mitra is in compliance, certify that Mitra is in compliance; or (ii) if Mitra is not in compliance, identify all employees who were affected by Mitra's non-compliance and the outstanding wages owed to them under the Minimum Wage Act. The CEO of Mitra shall submit the certification to:

Section Chief, Housing & Community Justice Section
Office of the Attorney General for the District of Columbia
441 4th Street N.W.
Washington, D.C. 20001

- b) In the event that Mitra fails to submit this certification by December 31 of each year, the District shall notify Mitra's counsel, Lawrence Peikes from Wiggin and Dana LLP (Phone: (203) 363-7609, Email: LPeikes@wiggin.com). Mitra shall have ten (10) days from the date of the District's notice to issue this certification.

6. Authority. The Parties represent and warrant they have not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title, or interest in any of the Released Matters to any person or entity, and neither Party is aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the Released Matters covered by this Agreement other than the Individual Claimants. The Parties further affirm that the

persons signing this Settlement Agreement on their behalf can fully execute this Agreement and understand its contents, and the Parties have legal counsel of their own choice or that they obtained such legal counsel to explain the legal effect of executing this Agreement.

7. Each party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

8. The Parties represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

9. Provided that both Parties execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. This Agreement is governed by the laws of the District of Columbia. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between the Parties under this Agreement shall be the Superior Court of the District of Columbia. Mitra reserves the right to remove the case to federal court if there exists a basis for federal jurisdiction, and the District fully reserves its ability to challenge any such removal.

11. This Agreement constitutes the complete agreement between the Parties with regard to the Covered Conduct. This Agreement may not be amended except by written consent of the Parties. But if any provision of this Agreement is determined by a court of competent jurisdiction to be unlawful, then the District may, at its option, choose to sever such provision or declare the entire Agreement null and void.

12. This Agreement shall be binding upon the Parties, their successors, transferees and heirs. Mitra shall not assign the obligation under this Agreement.

13. This Agreement shall become effective once it is signed by the Parties.

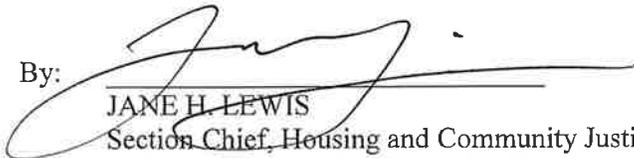
14. If Mitra fails to timely pay the Settlement Amount as required, then Mitra consents to an entry of judgment in the amount of the remainder of the monies owed, plus attorney's fees and court costs incurred by the District in procuring a judgment.

THE DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the
District of Columbia

ROBYN R. BENDER
Deputy Attorney General
Public Advocacy Division

Date: 5/16/2018

By: 
JANE H. LEWIS
Section Chief, Housing and Community Justice

Date: 5/16/2018

By: 
RANDOLPH T. CHEN
Assistant Attorney General
441 4th Street, N.W., Suite 630 North
Washington, D.C. 20001
Phone: (202) 442-9854

MITRA QSR KNE, LLC

Date: May 4, 2018

By: 
Jiten Patel
Vice President of Shared Services
MITRA QSR KNE, LLC

Date: 5/16/2018

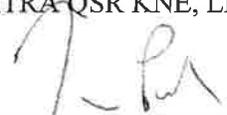
By: 
Lawrence Peikes
Counsel for MITRA QSR KNE, LLC
Wiggin and Dana LLP
Two Stamford Plaza, 281 Tresser Boulevard
Stamford, CT 06901
Phone: (203) 363-7609

EXHIBIT A

Individual	Amount
Natasha Doriscar	\$205.05
Kevon Tryee Ennis	\$4,257.24
Keith Holmes	\$234.90
Devonte Lundy	\$99.93
Kingsley Bernard Nyong	\$84.00
Melissa Roseboro	\$15.15
Dontaye Smith	\$997.89
Shalonda Baker	\$16.65
Octavia Brown	\$37.44
Rarkia Monique Brown	\$122.88
Michael Caldwell	\$491.67
Monegan Clarke	\$26.10
Tanita Collins	\$940.26
Laura Gaston	\$143.82
Shaneka Latese Maree	\$82.47
Carolyn Myers	\$556.29
Edward Lorenzo Rushing	\$43.68
Demetrius M. Venable	\$1,774.02