

SETTLEMENT AGREEMENT AND RELEASE

The People of the State of California, by and through San Francisco City Attorney Dennis J. Herrera ("the People") and Burger Bar San Francisco LLC ("Burger Bar"), do hereby enter into this Settlement Agreement and Release (the "Agreement"), with reference to the following facts:

Recitals

A. In 2009, 2010 and 2011, Burger Bar charged its customers a Health Care Surcharge of 3-1.7% of each check.

B. In 2011, Burger Bar cooperated fully with the City Attorney Office's efforts to ascertain how much of the money Burger Bar collected from this surcharge was actually spent on health care for its employees. The parties determined that Burger Bar received more money from imposition of the Health Care Surcharge than it spent on health care for Covered Employees.

WHEREFORE, in consideration of the promises, covenants, representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date

The effective date of this Agreement will be the date the Agreement is signed by all parties if on the same day or if on different dates then the last day signed by a party.

2. Definitions

All references to years shall mean the relevant calendar year(s).

"Agreement" shall mean this Settlement Agreement and Release.

"Burger Bar" shall mean Burger Bar San Francisco LLC and each of its current, former and future partners, affiliates, subsidiaries, divisions, subdivisions, departments, or other organizational units of any kind doing business under their own names or doing business under any other names, any entity now or in the past controlled by, controlling, or under common control with any of the foregoing.

"Claimant" shall mean Covered Employees that were employed by Burger Bar in San Francisco during 2009, 2010 and/or 2011.

"Covered Employees" shall have the definition set forth in Section 14.03(a)(2) of the HCSD.