

Hon. Melinda Young

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

THE STATE OF WASHINGTON,

Plaintiff,

v.

JERSEY MIKE'S FRANCHISE SYSTEMS,
INC.; AUBURN JM, LLC; BCG-
NORTHWEST, LLC; BERRY INVESTMENT
GROUP, LTD.; ELSTERLY, LLC; FM
RESTAURANTS, INC.; FOOD
ADVENTURES, INC.; GOLDEN SPRINGS,
LLC; JM NORTHTOWN, LLC; JM
PUYALLUP, INC.; JM RESTAURANTS,
INC.; JM SILVERDALE, LLC; JM SPOKANE,
LLC; LARSON & ASSOCIATES, LLC;
MAJESTIC EAGLE, LLC; PATRIKOR
CORP.; RED POLO VENTURES, LLC; TIN
STAR SUBS, LLC; TRIEB, LLC; DOE 1; DOE
2; DOE 3; DOE 4; and DOE 5,

Defendants.

No.: 18-2-25822-7 SEA

ASSURANCE OF
DISCONTINUANCE

The State of Washington (State), by and through its attorneys, Robert W. Ferguson,
Attorney General, Rahul Rao, and Eric S. Newman, Assistant Attorneys General, files this
Assurance of Discontinuance (AOD) pursuant RCW 19.86.100.

I. PARTIES

1.1 In January 2018, the Attorney General initiated an investigation into Jersey Mike's Franchise Systems, Inc. (JMFS) relating to certain provisions in its franchise agreement.

1.2 JMFS is a New Jersey corporation with its principal office or place of business in Manasquan, New Jersey. JMFS is a franchisor, and its corporate and franchisee operated locations are in the business of offering submarine sandwiches, among other food products, for sale to consumers.

1.3 For purposes of this AOD, JMFS shall include its directors, officers, managers, agents acting within the scope of their agency, and employees as well as its predecessors, successors, assigns, controlled subsidiaries, divisions, groups, affiliates, partnerships, owners, and joint ventures. JMFS does not include independent franchisees.

1.4 Auburn JM, LLC is a Washington limited liability company with its principal place of business in Fall City, King County, Washington. Auburn JM, LLC is a Jersey Mike's Franchisee operating one Jersey Mike's branded restaurant in Auburn, King County, Washington.

1.5 BCG-Northwest, LLC is a Washington limited liability company with its principal place of business in Vancouver, Washington. BCG-Northwest, LLC is a Jersey Mike's Franchisee operating one Jersey Mike's branded restaurant in Vancouver, Washington.

1.6 Berry Investment Group LTD is a Washington limited liability company with its principal place of business in Mukilteo, Snohomish County, Washington. Berry Investment Group LTD is a Jersey Mike's Franchisee operating four Jersey Mike's branded restaurants in Shoreline, Redmond, Mukilteo, and Lynnwood, King and Snohomish Counties, Washington, with a planned fifth Jersey Mike's branded restaurant in Edmonds, Washington.

1.7 Elsterly, LLC is a Washington limited liability company with its principal place of business in Bellevue, King County, Washington. Elsterly, LLC is a Jersey Mike's Franchisee operating one Jersey Mike's branded restaurant in Redmond, King County, Washington.

1 1.8 FM Restaurants, Inc. is a Washington corporation with its principal place of
2 business in Graham, Washington. FM Restaurants, Inc. is a Jersey Mike's Franchisee operating
3 four Jersey Mike's branded restaurants in University Place, Olympia, Lacey, and Lakewood,
4 Washington.

5 1.9 Food Adventures, Inc. is a Washington corporation with its principal place of
6 business in Seattle, King County, Washington. Food Adventures, Inc. is a Jersey Mike's
7 Franchisee operating three Jersey Mike's branded restaurants in Fife, Kent, and Burien, in Pierce
8 and King Counties, Washington.

9 1.10 Golden Springs, LLC is a Washington limited liability company with its principal
10 place of business in Redmond, King County, Washington. Golden Springs, LLC is a Jersey
11 Mike's Franchisee operating one Jersey Mike's branded restaurant in Issaquah, King County,
12 Washington.

13 1.11 JM Northtown, LLC is a Washington limited liability company with its principal
14 place of business in Chelan, Washington. JM Northtown, LLC is a Jersey Mike's Franchisee
15 operating one Jersey Mike's branded restaurant in Spokane, Washington.

16 1.12 JM Puyallup, Inc. is a Washington corporation with its principal place of business
17 in Chelan, Washington. JM Puyallup, Inc. is a Jersey Mike's Franchisee operating one Jersey
18 Mike's branded restaurant in Puyallup, Washington.

19 1.13 JM Restaurants, Inc. is a Washington corporation with its principal place of
20 business in Graham, Washington. JM Restaurants, Inc. is a Jersey Mike's Franchisee operating
21 one Jersey Mike's branded restaurant in Puyallup, Washington.

22 1.14 JM Silverdale, LLC is a Washington limited liability company with its principal
23 place of business in Chelan, Washington. JM Silverdale, LLC is a Jersey Mike's Franchisee
24 operating one Jersey Mike's branded restaurant in Silverdale, Washington.

1 1.15 JM Spokane, LLC is a Washington limited liability company with its principal
2 place of business in Chelan, Washington. JM Spokane, LLC is a Jersey Mike's Franchisee
3 operating one Jersey Mike's branded restaurant in Spokane, Washington.

4 1.16 JM Washington, Inc. is a Washington corporation with its principal place of
5 business in Chelan, Washington. JM Washington, Inc. is a Jersey Mike's Franchisee operating
6 one Jersey Mike's branded restaurant in Gig Harbor, Washington.

7 1.17 Larson & Associates, LLC is a Washington limited liability company with its
8 principal place of business in Bothell, Washington. Larson & Associates, LLC is a Jersey Mike's
9 Franchisee operating one Jersey Mike's branded restaurant in Everett, Washington.

10 1.18 Majestic Eagle, LLC is a Washington limited liability company with its principal
11 place of business in Auburn, King County, Washington. Majestic Eagle, LLC is a Jersey Mike's
12 Franchisee who executed a franchise agreement to open one Jersey Mike's branded restaurant in
13 Kent, King County, Washington.

14 1.19 Patrikor Corp. is a Washington corporation with its principal place of business in
15 Lake Tapps, Washington. Patrikor Corp. is a Jersey Mike's Franchisee operating one Jersey
16 Mike's branded restaurant in Bonney Lake, Washington.

17 1.20 Red Polo Ventures, LLC is a Washington limited liability company with its
18 principal place of business in Fall City, King County, Washington. Red Polo Ventures, LLC is
19 a Jersey Mike's Franchisee operating at least nine Jersey Mike's branded restaurants in Monroe,
20 Woodinville, Mill Creek, North Bend, Mount Vernon, Sammamish, Lake Stevens, Tukwila, and
21 Renton, Washington.

22 1.21 TinStar Subs, LLC is a Washington limited liability company with its principal
23 place of business in Federal Way, King County, Washington. TinStar Subs, LLC is a Jersey
24 Mike's Franchisee operating one Jersey Mike's branded restaurant in Oak Harbor, Washington.

25 1.22 Trieb, LLC is a Washington, limited liability company with its principal place of
26 business in Bothell, Washington. During the Conspiracy Period, Trieb, LLC is a Jersey Mike's

1 Franchisee operating one Jersey Mike's branded restaurants in Kirkland, King County,
2 Washington.

3 1.23 Trieb2 LLC is a Washington limited liability corporation with its principal place
4 of business in Bothell, Washington. Trieb2 LLC is a Jersey Mike's Franchisee operating one
5 Jersey Mike's branded restaurant in Snohomish, Washington.

6 1.24 White Hawk, Inc. is a Washington corporation company with its principal place
7 of business in Federal Way, King County, Washington. White Hawk, Inc. is a Jersey Mike's
8 Franchisee operating one Jersey Mike's branded restaurant in Covington, King County,
9 Washington.

10 1.25 Zelmer Corporation is a Washington corporation with its principal place of
11 business in Vancouver, Washington. Zelmer Corporation is a Jersey Mike's Franchisee operating
12 one Jersey Mike's branded restaurant in Vancouver, Washington.

13 1.26 The franchisee parties identified in paragraphs 1.4 through 1.25 are collectively
14 referred to as "the Franchisees."

15 1.27 For purposes of this AOD the Franchisees shall include directors, officers,
16 managers, agents acting within the scope of their agency, and employees as well as its
17 predecessors, successors, assigns, controlled subsidiaries, divisions, groups, affiliates,
18 partnerships, owners, and joint ventures.

19 II. INVESTIGATION

20 2.1 There are forty (40) Jersey Mike's franchised restaurants in Washington, plus one
21 (1) in development, all of which are owned and operated by independent franchisees. None of
22 the Jersey Mike's restaurants in Washington are owned and operated by JMFS.

23 2.2 For some time, JMFS included language in its franchise agreements that the
24 Attorney General of Washington State contends is a restriction on a franchisee's ability to solicit
25 or hire workers from JMFS or another franchisee of JMFS. Specifically, the standard JMFS
26 franchise agreement formerly included the following language:

1 Franchisee covenants that during the term of this Agreement and any
2 renewal thereof, except as otherwise approved in writing by Franchisor,
3 Franchisee shall not, either directly or indirectly, for itself, or through,
4 on behalf of or in conjunction with any person, persons, partnership,
5 corporation, limited liability company or other entity: ... Employ or
seek to employ any person who is at that time employed by Franchisor
or by any Affiliate of Franchisor, or by any other franchisee of
Franchisor, or otherwise directly or indirectly induce or seek to induce
such person to leave his or her employment thereat.

6 For purposes of this AOD, the above quoted language may be referred to as the “No-Poaching
7 Provision.” The Attorney General has maintained that this provision restricted franchisees from
8 hiring employees both from another Jersey Mike’s franchisee and from any JMFS corporate-
9 owned restaurants.

10 2.3 The Attorney General asserts that the foregoing conduct of JMFS and the
11 Franchisees constituted a contract, combination, or conspiracy in restraint of trade in violation
12 of the Consumer Protection Act, RCW 19.86.030.

13 2.4 JMFS and the Franchisees expressly deny the conduct described above
14 constituted a contract, combination, or conspiracy in restraint of trade in violation of the
15 Consumer Protection Act, RCW 19.86.030, or any other law, and expressly deny they have
16 engaged in conduct that constitutes a contract, combination, or conspiracy in restraint of trade,
17 or violated any other law or regulation or that it had any anti-competitive effect. JMFS and the
18 Franchisees enter into this AOD to cease unnecessary and expensive litigation against JMFS and
19 the Franchisees. Pursuant to RCW 19.86.100, neither this AOD nor its terms shall be construed
20 as an admission of any misconduct or wrongdoing of any kind on the part of JMFS or the
21 Franchisees.

22 2.5 By April 2018, JMFS removed the No-Poaching Provision from its standard form
23 of franchise agreement.

24 2.6 On October 15, 2018, the State of Washington, through its Attorney General, sued
25 JMFS and the Franchisees located in the State of Washington in the King County Superior Court
26

1 of the State of Washington (Case No. 18-2-25822-7) alleging that JMFS and the Franchisees
2 violated RCW 19.86.030 (the "Lawsuit").

3 2.7 By November 2018, JMFS amended its existing franchise agreements with the
4 Franchisees located within the State of Washington to remove the No-Poaching Provision.

5 2.8 By June 2019, JMFS voluntarily amended its remaining existing franchise
6 agreements with the Franchisees located throughout the United States (more than 1,398
7 amendments) to remove the No-Poaching Provision.

8 2.9 There remains but one franchisee operating under an agreement that contains a
9 No-Poaching Provision in the United States. That franchise agreement expires within a year and
10 the franchisee's decision not to amend is unrelated to the No-Poaching Provision.

11 **III. ASSURANCE OF DISCONTINUANCE**

12 3.1 Subject to paragraph 2.4 above, JMFS agrees:

13 3.1.1. It will no longer include the No-Poaching Provision in any of its franchise
14 agreements in the United States signed after the date hereof;

15 3.1.2. It will not enforce the No-Poaching Provision in the single existing
16 franchise agreement that still contains that provision.

17 3.2 JMFS certifies that it has provided notice to the Franchisees nationwide that it
18 will no longer include the No-Poaching Provision in any of its franchise agreements and that it
19 will not enforce any existing No-Poaching Provisions.

20 3.3 As JMFS renews existing franchise agreements for locations in the United States
21 during the ordinary course of business, or generates new ones in conjunction with certain
22 transactions, the No-Poaching Provision will not be included in any franchise agreement.

23 3.4 The Franchisees agree that they will not seek any amendment to their franchise
24 agreement seeking to re-insert a No-Poaching Provision.

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5.1 Upon entry of this AOD, the Attorney General of Washington State agrees to immediately dismiss with prejudice the Lawsuit as to all named defendants and refrain from any further investigative or enforcement activity against JMFS and the Franchisees regarding the No-Poaching Provision and any alleged violation of the Consumer Protection Act, RCW 19.86 related thereto.

5.3 This is a voluntary agreement and it shall not be construed as an admission of any act, liability, misconduct, or wrongdoing on the part of JMFS or its current or former franchisees. JMFS and the Franchisees neither agree nor concede that the claims, allegations or causes of action which have or could have been asserted by the Attorney General have been proven. JMFS and the Franchisees expressly deny any such claims, allegations, and/or causes of action. However, proof of failure to comply with this AOD shall be *prima facie* evidence of a violation of RCW 19.86.030, thereby placing upon the alleged violator of this AOD the burden of proof in any proceeding against imposition by the Court of injunctions, restitution, costs and reasonable attorney's fees, and appropriate civil penalties under Washington's Consumer Protection Act.

Jersey Mike's Franchise Systems Inc., et al.
Assurance Of Discontinuance

5.5 This AOD resolves all issues raised by the State of Washington and the Antitrust Division of the Attorney General's Office under the Consumer Protection Act and any other related statutes pertaining to the acts set forth in Paragraph 2.1 – 2.3 above that may have occurred before the date of entry of this AOD. Subject to Paragraph 5.3, and upon JMFS's compliance with Paragraph 4.1 and the Attorney General's compliance with Paragraph 5.1, the State of Washington and the Antitrust Division of the Attorney General's Office shall not file another suit or take any further investigative or enforcement action with respect to the acts set forth above that occurred before the date of entry of this AOD against JMFS or any of its current or former franchisees.

APPROVED ON this _____ day of _____, 2019.

THE HONORABLE MELINDA YOUNG

1 Presented by:

2 ROBERT W. FERGUSON
3 Attorney General

4 _____ Date: 8/23/19

5 RAHUL RAO, WSBA No. 53375
6 ERIC S. NEWMAN, WSBA No. 31521
7 Assistant Attorneys General
8 Antitrust Division
9 Office of the Attorney General
10 800 Fifth Avenue, Suite 2000
11 Seattle, WA 98104
12 (206) 442-4499 (Rao)
13 Rahul.Rao@atg.wa.gov
14 Eric.Newman@atg.wa.gov
15 Attorneys for State of Washington

11 Agreed to and approved for entry by:
12 JERSEY MIKE'S FRANCHISE SYSTEMS, INC.

13 _____
14 JOHN R. POTTER, WSBA No. 6834
15 Heurlin, Potter, Jahn, Leatham, Holtmann &
16 Stoker, P.S.
17 211 E. McLoughlin Boulevard, Suite 100
18 Vancouver, WA 98663
19 (360) 750-7547
20 jrp@hpl-law.com

JOHN F. GELSON, Esq.
Vice President and General Counsel
Jersey Mike's Franchise Systems, Inc.

Date: _____

18 Date: _____

20 _____
21 FREDRIC A. COHEN (pro hac vice)
22 AARON-MICHAEL SAPP (pro hac vice)
23 Cheng Cohen LLC
24 363 W. Erie Street, Suite 500
25 Chicago, IL 60654
26 (312) 243-1701
fredric.cohen@chengcohen.com
asapp@chengcohen.com

25 Date: _____

26 Attorneys for Jersey Mike's Franchise Systems, Inc.

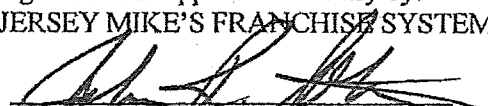
1 Presented by:


2 ROBERT W. FERGUSON
3 Attorney General

4 Date: _____

5 RAHUL RAO, WSBA No. 53375
6 ERIC S. NEWMAN, WSBA No. 31521
7 Assistant Attorneys General
8 Antitrust Division
9 Office of the Attorney General
10 800 Fifth Avenue, Suite 2000
11 Seattle, WA 98104
12 (206) 442-4499 (Rao)
13 Rahul.Rao@atg.wa.gov
14 Eric.Newman@atg.wa.gov
15 Attorneys for State of Washington

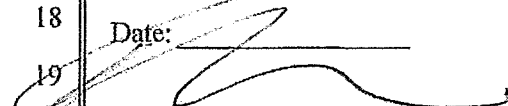
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16 Stoker, P.S.
17 211 E. McLoughlin Boulevard, Suite 100
18 Vancouver, WA 98663
19 (360) 750-7547
20 jrp@hpl-law.com

21 
22 JOHN F. GELSON, Esq.
23 Vice President and General Counsel
24 Jersey Mike's Franchise Systems, Inc.

25 Date: 8/22/19

18 Date: _____

19 
20 FREDRIC A. COHEN (pro hac vice)
21 AARON-MICHAEL SAPP (pro hac vice)
22 Cheng Cohen LLC
23 363 W. Erie Street, Suite 500
24 Chicago, IL 60654
25 (312) 243-1701
26 fredric.cohen@chengcohen.com
asapp@chengcohen.com

25 Date: 8/22/19

26 Attorneys for Jersey Mike's Franchise Systems, Inc.

1 Agreed to and approved for entry by:
2 THE FRANCHISEES

3 
4 HOWARD E. BUNDY, WSBA No. 11762
5 Bundy Law Firm, PLLC
6 P.O. Box 1523
7 Woodinville, WA 98072-1523
8 (425) 822-7888
9 bundy@myfranchiselawyer.com

10 Date: _____

11 *Attorney for The Franchisees*

12 BCG NORTHWEST, LLC

13 By: _____

14 Its: _____

15 Date: _____

16
17
18 ELSTERLY, LLC

19 By: _____

20 Its: _____

21 Date: _____

AUBURN JM, LLC

By: _____

Its: _____

Date: _____

BERRY INVESTMENT GROUP, LTD
Captioned as a named party and "DOE 5"

By: _____

Its: _____

Date: _____

FM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____

1 Agreed to and approved for entry by:
2 THE FRANCHISEES

3
4 HOWARD E. BUNDY, WSBA No. 11762
5 Bundy Law Firm, PLLC
6 P.O. Box 1523
7 Woodinville, WA 98072-1523
8 (425) 822-7888
9 bundy@myfranchiselawyer.com

10 Date: _____

11 *Attorney for The Franchisees*

12 BCG NORTHWEST, LLC

13 By: _____

14 Its: _____

15 Date: _____

16
17
18 ELSTERLY, LLC

19 By: _____

20 Its: _____

21 Date: _____

Ray E. Neyens
Ray E. Neyens (Aug 21, 2019)

AUBURN JM, LLC

By: Ray E. Neyens

Its: CEO

Date: Aug 21, 2019

BERRY INVESTMENT GROUP, LTD
Captioned as a named party and "DOE 5"

By: _____

Its: _____

Date: _____

FM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____

1 Agreed to and approved for entry by:
2 THE FRANCHISEES

3
4 HOWARD E. BUNDY, WSBA No. 11762
5 Bundy Law Firm, PLLC
6 P.O. Box 1523
7 Woodinville, WA 98072-1523
8 (425) 822-7888
9 bundy@myfranchiselawyer.com

10 Date: _____

11 *Attorney for The Franchisees*

12 Robert C Gregory
13 Robert C Gregory (Aug 21, 2019)

14 BCG NORTHWEST, LLC

15 By: **Robert C Gregory**

16 Its: Managing Member

17 Date: **Aug 21, 2019**

18 ELSTERLY, LLC

19 By: _____

20 Its: _____

21 Date: _____

AUBURN JM, LLC

By: _____

Its: _____

Date: _____

BERRY INVESTMENT GROUP, LTD
Captioned as a named party and "DOE 5"

By: _____

Its: _____

Date: _____

FM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____

1 Agreed to and approved for entry by:
2 THE FRANCHISEES

3
4 HOWARD E. BUNDY, WSBA No. 11762
5 Bundy Law Firm, PLLC
6 P.O. Box 1523
7 Woodinville, WA 98072-1523
8 (425) 822-7888
9 bundy@myfranchiselawyer.com

10 Date: _____

11 *Attorney for The Franchisees*

12 BCG NORTHWEST, LLC

13 By: _____

14 Its: _____

15 Date: _____

16
17
18 ELSTERLY, LLC

19 By: _____

20 Its: _____

21 Date: _____

AUBURN JM, LLC

By: _____

Its: _____

Date: _____

11 
Stephen R Berry Jr (Aug 21, 2019)

BERRY INVESTMENT GROUP, LTD
Captioned as a named party and "DOE 5"

By: **Stephen R Berry Jr**

Its: **President**

Date: **Aug 21, 2019**

FM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____

1 Agreed to and approved for entry by:
2 THE FRANCHISEES

3
4 HOWARD E. BUNDY, WSBA No. 11762
5 Bundy Law Firm, PLLC
6 P.O. Box 1523
7 Woodinville, WA 98072-1523
8 (425) 822-7888
9 bundy@myfranchiselawyer.com

10 Date: _____

11 *Attorney for The Franchisees*

12 BCG NORTHWEST, LLC

13 By: _____

14 Its: _____

15 Date: _____

16
17 Leila McConnell
18 Leila McConnell (Aug 21, 2019)

19 ELSTERLY, LLC

20 By: Leila McConnell

21 Its: L

22 Date: Aug 21, 2019

AUBURN JM, LLC

By: _____

Its: _____

Date: _____

BERRY INVESTMENT GROUP, LTD
Captioned as a named party and "DOE 5"

By: _____

Its: _____

Date: _____

FM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____

1 Agreed to and approved for entry by:
2 THE FRANCHISEES

3
4 HOWARD E. BUNDY, WSBA No. 11762
5 Bundy Law Firm, PLLC
6 P.O. Box 1523
7 Woodinville, WA 98072-1523
8 (425) 822-7888
9 bundy@myfranchiselawyer.com

10 Date: _____

11 *Attorney for The Franchisees*

12 BCG NORTHWEST, LLC

13 By: _____

14 Its: _____

15 Date: _____

16
17
18 ELSTERLY, LLC

19 By: _____

20 Its: _____

21 Date: _____

AUBURN JM, LLC

By: _____

Its: _____

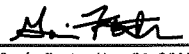
Date: _____

BERRY INVESTMENT GROUP, LTD
Captioned as a named party and "DOE 5"

By: _____

Its: _____

Date: _____


Gavin Foster (Aug 21, 2019)

FM RESTAURANTS, INC.

By: **Gavin Foster**

Its: **Gavin Foster**

Date: **Aug 21, 2019**

1 Ray E. Neyens

2 Ray E. Neyens (Aug 21, 2019)

3 FOOD ADVENTURES, INC.

4 By: Ray E. Neyens

5 Its: CEO

6 Date: Aug 21, 2019

7
8 JM NORTHTOWN, LLC

9 By: _____

10 Its: _____

11 Date: _____

12
13
14 JM RESTAURANTS, INC.

15 By: _____

16 Its: _____

17 Date: _____

18
19
20 JM SPOKANE, LLC

21 By: _____

22 Its: _____

23 Date: _____

GOLDEN SPRINGS, LLC

By: _____

Its: _____

Date: _____

JM PUYALLUP, INC.

By: _____

Its: _____

Date: _____

JM SILVERDALE, LLC

By: _____

Its: _____

Date: _____

JM WASHINGTON, INC.

Captioned as "DOE 3"

By: _____

Its: _____

Date: _____

FOOD ADVENTURES, INC.

By: _____

Its: _____

Date: _____

JM NORTHTOWN, LLC

By: _____

Its: _____

Date: _____

JM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____

JM SPOKANE, LLC

By: _____

Its: _____

Date: _____

Ning Jin-Grisaffi

GOLDEN SPRINGS, LLC

By: **Ning Jin-Grisaffi**

Its: **principal**

Date: **Aug 21, 2019**

JM PUYALLUP, INC.

By: _____

Its: _____

Date: _____

JM SILVERDALE, LLC

By: _____

Its: _____

Date: _____

JM WASHINGTON, INC.

Captioned as "DOE 3"

By: _____

Its: _____

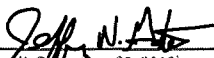
Date: _____

FOOD ADVENTURES, INC.

By: _____

Its: _____

Date: _____


Jeffrey W. Gates (Aug 21, 2019)

JM NORTHTOWN, LLC

By: Jeffrey W. Gates

Its: Owner

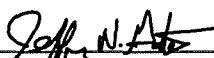
Date: Aug 21, 2019

JM RESTAURANTS, INC.

By: _____

Its: _____

Date: _____


Jeffrey W. Gates (Aug 21, 2019)

JM SPOKANE, LLC

By: Jeffrey W. Gates

Its: Owner

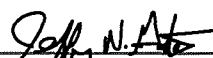
Date: Aug 21, 2019

GOLDEN SPRINGS, LLC

By: _____

Its: _____

Date: _____

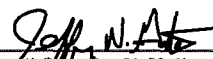

Jeffrey W. Gates (Aug 21, 2019)

JM PUYALLUP, INC.

By: Jeffrey W. Gates

Its: Owner

Date: Aug 21, 2019


Jeffrey W. Gates (Aug 21, 2019)

JM SILVERDALE, LLC

By: Jeffrey W. Gates

Its: Owner

Date: Aug 21, 2019


Jeffrey W. Gates (Aug 21, 2019)

JM WASHINGTON, INC.

Captioned as "DOE 3"

By: Jeffrey W. Gates

Its: Owner

Date: Aug 21, 2019

FOOD ADVENTURES, INC.

By: _____

Its: _____


Date: _____

JM NORTHTOWN, LLC

By: _____

Its: _____

Date: _____


Gavin Foster (Aug 21, 2019)

JM RESTAURANTS, INC.

By: Gavin Foster

Its: Gavin Foster

Date: Aug 21, 2019

JM SPOKANE, LLC

By: _____

Its: _____

Date: _____

GOLDEN SPRINGS, LLC

By: _____

Its: _____

Date: _____

JM PUYALLUP, INC.

By: _____

Its: _____

Date: _____

JM SILVERDALE, LLC

By: _____

Its: _____

Date: _____

JM WASHINGTON, INC.
Captioned as "DOE 3"

By: _____

Its: _____

Date: _____

1 Deanne Larson

2 LARSON & ASSOCIATES, LLC

3 By: Deanne Larson

4 Its: Owner / President

5 Date: Aug 21, 2019

6 PATRIKOR CORP.

7 By: _____

8 Its: _____

9 Date: _____

10 TIN STAR SUBS, LLC

11 By: _____

12 Its: _____

13 Date: _____

14 TRIEB2 LLC

15 Captioned as "DOE 4"

16 By: _____

17 Its: _____

18 Date: _____

MAJESTIC EAGLE, LLC

By: _____

Its: _____

Date: _____

RED POLO VENTURES, LLC

By: _____

Its: _____

Date: _____

TRIEB, LLC

By: _____

Its: _____

Date: _____

WHITE HAWK, INC.

Captioned as "DOE 2"

By: _____

Its: _____

Date: _____

1
2
3 LARSON & ASSOCIATES, LLC

4 By: _____

5 Its: _____

6 Date: _____

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8 PATRIKOR CORP.

9 By: _____

10 Its: _____

11 Date: _____

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14 TIN STAR SUBS, LLC

15 By: _____

16 Its: _____

17 Date: _____


18
19
20 TRIEB2 LLC

21 Captioned as "DOE 4"

22 By: _____

23 Its: _____

24 Date: _____


Raffi Peltekian (Aug 21, 2019)

MAJESTIC EAGLE, LLC

By: Raffi Peltekian

Its: Rp

Date: Aug 21, 2019

RED POLO VENTURES, LLC

By: _____

Its: _____


Date: _____

TRIEB, LLC

By: _____

Its: _____

Date: _____


Raffi Peltekian (Aug 21, 2019)

WHITE HAWK, INC.

Captioned as "DOE 2"

By: Raffi Peltekian

Its: Rp

Date: Aug 21, 2019

LARSON & ASSOCIATES, LLC

By: _____

Its: _____

Date: _____

sharon patrick

sharon patrick (Aug 21, 2019)

PATRIKOR CORP.

By: sharon patrick

Its: vp

Date: Aug 21, 2019

TIN STAR SUBS, LLC

By: _____

Its: _____

Date: _____

TRIEB2 LLC

Captioned as "DOE 4"

By: _____

Its: _____

Date: _____

MAJESTIC EAGLE, LLC

By: _____

Its: _____

Date: _____

RED POLO VENTURES, LLC

By: _____

Its: _____

Date: _____

TRIEB, LLC

By: _____

Its: _____

Date: _____

WHITE HAWK, INC.

Captioned as "DOE 2"

By: _____

Its: _____

Date: _____

LARSON & ASSOCIATES, LLC

By: _____

Its: _____

Date: _____

PATRIKOR CORP.

By: _____

Its: _____

Date: _____

TIN STAR SUBS, LLC

By: _____

Its: _____

Date: _____

TRIEB2 LLC

Captioned as "DOE 4"

By: _____

Its: _____

Date: _____

MAJESTIC EAGLE, LLC

By: _____

Its: _____

Date: _____

Ray E. Neyens
Ray E. Neyens (Aug 21, 2019)

RED POLO VENTURES, LLC

By: **Ray E. Neyens**

Its: **CEO**

Date: **Aug 21, 2019**

TRIEB, LLC

By: _____

Its: _____

Date: _____

WHITE HAWK, INC.

Captioned as "DOE 2"

By: _____

Its: _____

Date: _____

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3 LARSON & ASSOCIATES, LLC

4 By: _____

5 Its: _____

6 Date: _____

7
8 PATRIKOR CORP.

9 By: _____

10 Its: _____

11 Date: _____

12
13 Jaime Rivera
14 Jaime Rivera (Aug 22, 2019)

15 TIN STAR SUBS, LLC

16 By: Jaime Rivera

17 Its: Ja

18 Date: Aug 22, 2019

19
20 TRIEB2 LLC

21 Captioned as "DOE 4"

22 By: _____

23 Its: _____

24 Date: _____

MAJESTIC EAGLE, LLC

By: _____

Its: _____

Date: _____

RED POLO VENTURES, LLC

By: _____

Its: _____

Date: _____

TRIEB, LLC

By: _____

Its: _____

Date: _____

WHITE HAWK, INC.

Captioned as "DOE 2"

By: _____

Its: _____

Date: _____

LARSON & ASSOCIATES, LLC

By: _____

Its: _____

Date: _____

PATRIKOR CORP.

By: _____

Its: _____

Date: _____

TIN STAR SUBS, LLC

By: _____

Its: _____

Date: _____

Tim Trieb
Tim Trieb (Aug 21, 2019)

TRIEB2 LLC

Captioned as "DOE 4"

By: **Tim Trieb**

Its: **Managing member**

Date: **Aug 21, 2019**

MAJESTIC EAGLE, LLC

By: _____

Its: _____

Date: _____

RED POLO VENTURES, LLC

By: _____

Its: _____

Date: _____

Tim Trieb
Tim Trieb (Aug 21, 2019)

TRIEB, LLC

By: **Tim Trieb**

Its: **Managing member**

Date: **Aug 21, 2019**

WHITE HAWK, INC.

Captioned as "DOE 2"

By: _____

Its: _____

Date: _____

1 BPZ
2 Brian Zelmer (Aug 21, 2019)

3 ZELMER CORPORATION
4 Captioned as "DOE 1"

5 By: Brian Zelmer

6 Its: BPZ

7 Date: Aug 21, 2019
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