

**SETTLEMENT AGREEMENT**

**BETWEEN**

**THE STATES OF MASSACHUSETTS, CALIFORNIA, ILLINOIS, IOWA,  
MARYLAND, MINNESOTA, NEW JERSEY, NEW YORK, NORTH CAROLINA,  
PENNSYLVANIA, RHODE ISLAND, VERMONT, AND THE DISTRICT OF COLUMBIA**

**AND**

**DUNKIN' BRANDS, INC.**

**PARTIES**

1. The States of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Rhode Island, Vermont, the District of Columbia, and the Commonwealth of Pennsylvania (the "Settling States"), by and through their Attorneys General (collectively, "the Attorneys General"), are charged with enforcement of, among other things, their respective state's consumer protection and antitrust laws, and other related statutes and regulations.

2. Dunkin' Brands, Inc. ("Dunkin' Brands") is a corporation with its principal offices or place of business in Canton, Massachusetts. Dunkin' Brands is the parent corporation and manager of the franchisor of the Dunkin' Donuts franchise system<sup>1</sup>, and franchisee-owned and operated locations are in the business of offering coffee and baked goods, among other food and beverage products, for sale to consumers.

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<sup>1</sup> The parties to this Agreement acknowledge that Dunkin' Brands changed the name of the "Dunkin' Donuts franchise system" to the "Dunkin' franchise system" as of January 1, 2019. Any reference herein to the "Dunkin' Donuts franchise system" and/or to "Dunkin' Donuts franchisees" applies to the "Dunkin' franchise system" and/or "Dunkin' franchisees".

### DEFINITIONS

3. "Older No-Poach Provision(s)" refers to any and all language contained within franchise agreements or any other documents which restricts, limits, or prevents any Dunkin' Donuts franchisee from hiring, recruiting, or soliciting employees of Dunkin' Brands and/or any other Dunkin' Donuts franchisee for employment.

4. "Newer No-Poach Provision(s)" refers to any and all language contained within franchise agreements or any other documents which restricts, limits, or prevents a Dunkin' Donuts franchisee from hiring, recruiting, or soliciting employees of Dunkin' Brands and/or its affiliates for employment and/or restricts, limits or prevents Dunkin' Brands and/or its affiliates from hiring, recruiting, or soliciting employees of a Dunkin' Donuts franchisee for employment.

5. "Dunkin' Brands" shall mean Dunkin' Brands, Inc. and shall include its predecessors or successors in interest, assigns, parent corporations, holding companies, subdivisions, controlled subsidiaries, affiliated entities, officers, directors, trustees, partners, managers, agents acting within the scope of their agency, and employees.

6. "Execution Date" is the date on which all parties sign this Agreement and a copy of the fully executed Agreement is received by Dunkin' Brands via the notice provisions set forth in Paragraph 28.

## THE INVESTIGATION BY THE ATTORNEYS GENERAL

7. The Attorneys General undertook an investigation pertaining to the Older No-Poach Provision and the Newer No-Poach Provision contained in the Dunkin' Donuts franchise agreements and other restrictions on employees' ability to move between employment at different Dunkin' Donuts franchises or locations. As a result of the investigation, the Attorneys General determined:

- a. Dunkin' Brands has independently-owned and operated franchise locations in each of the Settling States, but has no corporately-owned or operated retail locations in any of the Settling States;
- b. From at least 1988 to 2000 and in the year 2010 Dunkin' Brands included an Older No-Poach Provision in the Dunkin' Donuts franchise agreement;
- c. From 2001 to 2009, Dunkin' Brands did not include a provision in its franchise agreements that restricts, limits, or prevents any Dunkin' Donuts franchisee from hiring, recruiting, or soliciting employees of Dunkin' Brands and/or any other Dunkin' Donuts franchisee for employment;
- d. From 2011 to the present, Dunkin' Brands has included Newer No-Poach Provisions in all Dunkin' Donuts franchise agreements;
- e. The Attorneys General allege that Dunkin' Brands' use of the Older No-Poach Provision in Dunkin' Donuts franchise agreements may have limited, and may continue to limit job opportunities, restricted franchisee employees' earning potential and upward job mobility, and deprived other franchisees of the

opportunity to hire workers with requisite skills and experience. The Attorneys General also allege that the economic consequences of these restrictions may be significant.

8. The Attorneys General allege that this course of conduct may constitute a violation of the Settling States' antitrust laws. The Attorneys General further allege that these methods, acts, or practices may constitute unfair methods of competition and/or unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the Settling States' consumer protection laws and may violate other laws in some or all of the Settling States governing the free exercise of the right to contract for employment.

9. Dunkin' Brands expressly denies that the conduct described in Paragraph 7 and 8 constitutes a contract, combination, or conspiracy in restraint of trade in violation of any law or regulation, and expressly denies that it has engaged in conduct that constitutes a contract, combination, or conspiracy in restraint of trade, or violates any other law or regulation, including but not limited to federal and/or state antitrust laws and/or any state consumer protection laws. Neither this Agreement nor its terms shall be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of Dunkin' Brands or any current or former Dunkin' Donuts franchisee.

10. Dunkin' Brands asserts that it has not in the past and is not currently engaged in any litigation seeking to enforce either the Older No-Poach Provision or the Newer No-Poach Provision and is unaware of any litigation that has been brought by or against any Dunkin'



Donuts franchisee seeking to enforce either the Older No-Poach Provision or the Newer No-Poach Provision.

11. Dunkin' Brands enters into this Agreement for the purpose of resolving this investigation only, and this Agreement does not create or affect any rights for any third party.

12. This Agreement is made without initiation of any legal proceedings against Dunkin' Brands or any of its franchisees and without trial or adjudication of any issue of fact or law. Without an admission by Dunkin' Brands to any violation of law, the parties have voluntarily and knowingly entered into this Agreement in order to avoid the time, expense, and uncertainty of litigation.

13. The Attorneys General have conferred in good faith with Dunkin' Brands and its attorneys, and the parties have agreed to resolve the allegations through this Agreement.

#### ASSURANCES

14. Subject to Paragraph 9 above, Dunkin' Brands agrees:

- a. It will not include an Older No-Poach Provision in any of its franchise agreements in the United States entered into after the Execution Date. Dunkin' Brands further agrees that no later than April 1, 2019, it will not include a Newer No-Poach Provision or any similar provision in any of its franchise agreements for Dunkin' Donuts stores in the United States.
- b. It will not enforce either the Older No-Poach Provision or the Newer No-Poach Provision in any of its franchise agreements in the United States and will not seek to intervene in any action brought by the Attorney General of any of the

Settling States against a current or former franchisee that enforces or attempts to enforce an existing Older No-Poach Provision or Newer No-Poach Provision. Dunkin' Brands may defend itself and its practices in any action in which it is named as a party.

- c. Within 30 days after the Execution Date, Dunkin' Brands agrees to send a communication (hereinafter referred to as "Communication A") to all current Dunkin' Donuts franchisees in the Settling States with a franchise agreement that contains a Newer No-Poach Provision informing them of this Agreement and the contents of this Paragraph. Communication A will be substantially in the form of the communication attached hereto as Exhibit A.
- d. Within 30 days after the Execution Date, Dunkin' Brands will send a communication (hereinafter referred to as "Communication B") to all current Dunkin' Donuts franchisees in the Settling States with a franchise agreement that contains the Older No-Poach Provision (hereinafter referred as the "Older No-Poach Franchisees"), stating that Dunkin' Brands, in accordance with an agreement with the Attorneys General, is requesting that the Older No-Poach Franchisees sign an amendment to the franchise agreement which removes the Older No-Poach Provision from their franchise agreements. Communication B will be substantially in the form of the communication attached hereto as Exhibit A. Along with Communication B, Dunkin' Brands will send the Older No-Poach Franchisees a proposed amendment to the franchise agreements that

Dunkin' Brands is requesting that each of the Older No-Poach Franchisees agree to, which, if agreed to, would remove the Older No-Poach Provision from their franchise agreements (hereinafter referred to as the "Proposed Amendment"). The Proposed Amendment will be substantially in the form of the amendment attached hereto as Exhibit B.

- e. Communication B will also request that the Older No-Poach Franchisees post a notice at the workplace in a location where it can easily be read by the franchisees' employees that inform them of this Agreement (hereinafter referred to as the "Notice") and provide a copy of that Notice to all such franchisees. Dunkin' Brands will request that the Older No-Poach Franchisees post the Notice until December 31, 2020. A template of the Notice in English and Spanish is attached hereto as Exhibit C.
- f. If, after the 30-day period set forth in Paragraph 14(c), Dunkin' Brands becomes aware in the normal course of its business of information that an Older No-Poach Franchisee with a store located in one of the Settling States is enforcing or attempting to enforce an Older No-Poach Provision, and Dunkin' Brands, through reasonable efforts, is unable to persuade such franchisee to desist from enforcing or attempting to enforce such provision, Dunkin' Brands will notify the Attorney General of the state in which the store is located and the Massachusetts Attorney General within thirty (30) days of learning of the enforcement or attempted enforcement. For sake of clarity, "reasonable efforts"

will include Dunkin' Brands' sending a letter to an Older No-Poach Franchisee urging that franchisee to desist from enforcing or attempting to enforce such provision.

- g. In addition to sending Communication B to the Older No-Poach Franchisees, Dunkin' Brands will respond promptly to any inquiries from such franchisees regarding the request to enter into the Proposed Amendment and, in responding to such inquiries, will take reasonable steps to encourage the Older No-Poach Franchisees to sign the Proposed Amendment. Within 120 days of the Execution Date, Dunkin' Brands will provide: a) a list of all current Older No-Poach Franchisees in each of the Settling States indicating whether each such franchisee has executed the Proposed Amendment, refused to execute the Proposed Amendment, or is requesting an extension to execute the Proposed Amendment to the respective Settling States, and b) copies of all executed Proposed Amendments signed by Older No-Poach Franchisees to the respective Attorney General of each Settling State and a copy to the Massachusetts Attorney General. Notwithstanding these reporting obligations, Dunkin' Brands is under no obligation to offer Older No-Poach Franchisees any consideration – monetary or otherwise – in order to induce them to sign the Proposed Amendment or take any adverse action against any such Older No-Poach Franchisees if they refuse to sign the Proposed Amendment. A decision by an Older No-Poach Franchisee not to sign the Proposed Amendment at all or not to



sign the Proposed Amendment within 120 days of the Execution Date or thereafter shall not mean that Dunkin' Brands has breached its obligations under this Agreement.

- h. If Dunkin' Brands learns that an Older No-Poach Franchisee intends in good faith to sign the Proposed Amendment for a franchise located in a Settling State but is unable to do so within 120 days of the Execution Dates, Dunkin' Brands will notify both the respective Attorney General of the Settling State in which the Older No-Poach Franchisee is operating such franchise and the Massachusetts Attorney General, to seek a mutually agreeable extension. During any such extension, the Attorneys General will not take further investigative or enforcement action against the Older No-Poach Franchisee for the enforcement of the Older No-Poach Provision.
- i. Within 150 days of the Execution Date, Dunkin' Brands will submit a declaration to the Attorneys General, signed under penalty of perjury, stating whether Dunkin' Brands has satisfied all of its obligations under Paragraph 14 of this Agreement.

#### **MISCELLANEOUS PROVISIONS**

15. This Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State that is seeking to enforce the Agreement against Dunkin' Brands or against which Dunkin' Brands is seeking enforcement.

16. Dunkin' Brands is represented by and has consulted with counsel in connection with the decision to enter into this Agreement.

17. This Agreement shall be binding upon Dunkin' Brands, its predecessors or successors in interest, parent corporations, holding companies, subdivisions, subsidiaries, affiliated entities, officers, directors, trustees, partners, agents, servants, employees, and contract workers, or other entities through which Dunkin' Brands may now or hereafter act with respect to the conduct alleged. For sake of clarity, the parties hereby acknowledge that no Dunkin' Donuts franchisee is an "affiliated entity" of Dunkin' Brands.

18. This Agreement shall have the same effect as an Assurance of Discontinuance, Assurance of Voluntary Compliance, or a Stipulated Judgment, and it may be filed in court pursuant to the respective laws of each Settling State.<sup>2</sup>

19. In the event that any of the Settling States has credible information sufficient to form a belief that Dunkin' Brands has materially breached the terms of this Agreement:

- a. The Settling State or States will provide written notice to Dunkin' Brands of the alleged breach pursuant to the Notice provisions set forth in Paragraph 28 below. The Notice must contain reasonably detailed information about the alleged material breach sufficient to allow Dunkin' Brands to make an inquiry about the circumstances;
- b. Dunkin' Brands will have forty-five (45) days following receipt of the written notice to cure any alleged breach or to provide the Settling State or

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<sup>2</sup> With respect to California, this Agreement will only become effective once it has been entered as a stipulated judgment pursuant to California Code of Civil Procedure section 664.6.

States with an explanation as to why the circumstances set forth in the Notice do not constitute a material breach;

- c. The Settling State or States will not file suit under Paragraph 20 below before the expiration of Dunkin' Brands' 45-day deadline under Sub-Paragraph (b) above;
- d. Notwithstanding the provisions of this Paragraph, none of the Settling State is required to provide notice to Dunkin' Brands in advance of taking any enforcement action if such action is necessary to protect the health, safety or welfare of the public.

20. If a court of competent jurisdiction determines that Dunkin' Brands has materially breached this Agreement, then:

- a. For each such material breach of this Agreement by Dunkin' Brands that directly resulted in a refusal by a Dunkin' Donuts franchisee to hire a prospective employee who at the time of the refusal was an employee of an Older No-Poach Franchisee, Dunkin' Brands shall pay the Settling State or States an aggregate amount up to \$100,000, determined at the Settling State or States' discretion, unless Dunkin' Brands establishes that the breach was unintentional and that Dunkin' Brands cured the breach within forty-five (45) days of receipt of written notice from the Settling States pursuant to Paragraph 19 above.

- b. For each such material breach of this Agreement that does not result in a refusal to hire by a Dunkin' Donuts franchisee to hire a prospective employee who at the time of the refusal was an employee of an Older No-Poach Franchisee , Dunkin' Brands shall pay the Settling State or States an aggregate amount up to \$10,000, determined at the Settling State or States' discretion, unless Dunkin' Brands establishes that the breach was unintentional and Dunkin' Brands cured the breach within forty-five (45) days of receipt of written notice from the Settling States or State pursuant to Paragraph 19 above; and
- c. In the event that a payment is due under this Paragraph, Dunkin' Brands shall also pay the reasonable fees and costs incurred by the Settling State or States in enforcing the terms of this Agreement, including without limitation attorneys' fees, expenses, and the costs of investigation and litigation, as determined by the court.

21. The Attorneys General agree not to proceed with or institute any civil or other proceeding against Dunkin' Brands (as defined in Paragraph 5 above) for the alleged enforcement of either the Older No-Poach Provision or the Newer No-Poach Provision that may have taken place prior to the Execution Date. The Attorneys General further agree not to proceed with or institute any civil or other proceeding against Dunkin' Donuts franchisees that have executed the Proposed Amendment described in Paragraph 14(c) and (d), and posted the Notice required by Paragraph 14(e). Notwithstanding this paragraph, nothing in this Agreement shall be construed



as preventing the Attorneys General, in the event of a suspected violation of this Agreement, from proceeding with or instituting any civil or other proceeding against Dunkin' Brands concerning Dunkin' Brands' alleged enforcement of either an Older No-Poach Provision or a Newer No-Poach Provision that may have taken place after the Execution Date. Nothing in this Agreement serves to waive, release, or otherwise affect any claims or potential claims of individuals or classes of individuals not party to this Agreement, even if one or more of the Attorneys General could have brought those claims on their behalf.

22. Notwithstanding Paragraph 21, the Attorneys General reserve the right to take further investigative or enforcement action against any current Older No-Poach Franchisee in any Settling State that does not sign the Proposed Amendment described in Paragraph 14(c) and (d), or fails to post the Notice described in Paragraph 14(e).

23. Nothing in this Agreement shall be construed as relieving Dunkin' Brands of a duty to comply with all applicable federal, state and local laws, regulations, rules, and permits.

24. This Agreement contains the complete agreement between the Attorneys General and Dunkin' Brands related to the issues raised in this Agreement. No promises, representations, or warranties other than those set forth in this Agreement have been made by the Attorneys General or by Dunkin' Brands. This Agreement supersedes all prior communications, discussions, or understandings regarding the Older No-Poach Provisions and the Newer No-Poach Provisions between the Attorneys General and Dunkin' Brands, whether oral or in writing. This Agreement can only be modified or supplemented by a written document signed by Dunkin'

Brands and the Attorney General of the Settling State for which a modification would be effective.

25. The Attorneys General and Dunkin' Brands agree and represent that any persons signing this Agreement are authorized by proper authorities to execute this Agreement on their behalf. By signing below, Dunkin' Brands and the Attorneys General agree to comply with all of the terms of this Agreement.

26. Execution of this Agreement does not constitute an approval by the Attorneys General of any of Dunkin' Brands' business acts or practices.

27. Execution of this Agreement does not constitute an admission by Dunkin' Brands that any of its acts or omissions or those of any Dunkin' Donuts franchisee have violated any federal or state laws or the legal rights of any parties.

28. All written notices required by this Agreement from any Settling State to Dunkin' Brands shall be sent by certified mail via the United States Postal Service to:

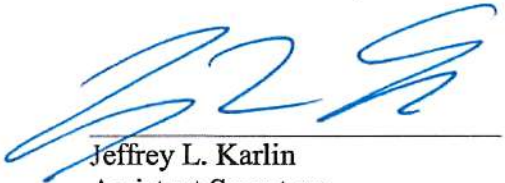
Chief Legal Officer  
Dunkin' Brands, Inc.  
130 Royall Street  
Canton, MA 02021

All written notices from Dunkin' Brands to the States shall be sent by both certified mail via the United States Postal Service and email to the appropriate Settling State's signatory to this Agreement.

29. Dunkin' Brands may petition the Attorney General of any Settling State to modify or terminate the Agreement on the basis of material changes in fact, law, rule, regulation, judicial or administrative decision or interpretation.

AGREED TO AND APPROVED BY:

DUNKIN' BRANDS, INC.



Jeffrey L. Karlin  
Assistant Secretary  
Dunkin' Brands, Inc.

FOR THE SETTLING STATES:

MASSACHUSETTS



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CALIFORNIA



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DISTRICT OF COLUMBIA



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ILLINOIS

BY: 

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IOWA



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MARYLAND



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MINNESOTA



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NEW JERSEY



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NEW YORK



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NORTH CAROLINA



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PENNSYLVANIA



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RHODE ISLAND



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VERMONT



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EXHIBIT A

COMMUNICATION A [TO NEWER NO-POACH FRANCHISEES]

Dear [Franchisees]:

In July 2018, the Attorneys General of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Rhode Island, Vermont, the District of Columbia, and the Commonwealth of Pennsylvania (the "States") requested information from Dunkin' Brands regarding our franchise agreements. In particular, the States objected to any "No-Poach Provisions" which either restrict franchisees from the hiring or solicitation of employees of other Dunkin' Donuts franchisees and/or Dunkin' Brands employees ("Older No-Poach Provisions") and provisions that prohibit Dunkin' franchisees from hiring Dunkin' Brands employees and Dunkin' Brands from hiring the employees of any Dunkin'-Donuts franchisee ("Newer No-Poach Provisions"). These No-Poach Provisions, which are also known as "non-solicitation" or "no hire" provisions, appear in some Dunkin' Donuts franchise agreements. The States allege that the use of such provisions violates antitrust and consumer protection statutes. You are receiving this communication because your Franchise Agreement contains a Newer No-Poach Provision that prohibits you from hiring any Dunkin' Brands employee, and Dunkin' Brands from hiring any of your employees.

We have cooperated with the investigation and have entered into a Settlement Agreement in which we have denied that Dunkin' Brands or its franchisees have violated any law or regulation or acted improperly in any respect. Nonetheless, we believe that the franchise system's interests are best served by resolving this matter without costly and protracted litigation.

Under the Agreement with the States, Dunkin' Brands will not seek to enforce any No-Poach Provision in any of our franchise agreements in the United States. Moreover, by April 1, 2019, Dunkin' Brands will not include any such provisions in any future franchise agreements.

Please be advised that should you attempt to prohibit any of your employees from being hired or recruited by Dunkin' Brands or another Dunkin' Brands franchisee, Dunkin' Brands has agreed that it will not intervene or help to enforce it and your actions may be subject to further investigation by the States.

If you have any questions or concerns, please contact me at [Contact Info].

If you receive any media inquiries, please refer them to [contact].

Sincerely,

[Name, Title]



COMMUNICATION B [TO OLDER NO-POACH FRANCHISEES]

Dear [Franchisees]:

In July 2018, the Attorneys General of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Rhode Island, Vermont, the District of Columbia, and the Commonwealth of Pennsylvania (the "States") requested information from Dunkin' Brands regarding our franchise agreements. In particular, the States objected to any "No-Poach Provisions" which either restrict franchisees from the hiring or solicitation of employees of other Dunkin' Donuts franchisees and/or Dunkin' Brands employees (the "Older No-Poach Provision") and provisions that prohibit Dunkin' Donuts franchisees from hiring Dunkin' Brands employees and Dunkin' Brands from hiring the employees of any Dunkin' Donuts franchisee. These No-Poach Provisions, which are also known as "non-solicitation" or "no hire" provisions, appear in some Dunkin' Brands franchise agreements. The States allege that the use of such provisions violates antitrust and consumer protection statutes. You are receiving this communication because your Franchise Agreement contains a Older No-Poach Provision that prohibits you from hiring another franchisee's employees or any Dunkin' Brands employee.

We have cooperated with the investigation and have entered into a Settlement Agreement in which we have denied that Dunkin' Brands or its franchisees have violated any law or regulation or acted improperly in any respect. Nonetheless, we believe that the franchise system's interests are best served by resolving this matter without costly and protracted litigation.

Under the Agreement with the States, Dunkin' Brands will not seek to enforce any No-Poach Provision in any of our franchise agreements in the United States. Moreover, by April 1, 2019, Dunkin' Brands will not include any such provisions in any future franchise agreements.

Please be advised that should you attempt to enforce any such provision against another franchisee, Dunkin' Brands has agreed that it will not intervene or help to enforce it and your actions may be subject to further investigation by the States.

Our Agreement with the States requires that we request from franchisees with locations in any of the States whose franchise agreements contain the Older No-Poach Provision that they agree to amend their existing franchise agreements to remove the Older No-Poach Provision, and to provide notice to their employees of this Agreement. We will be sending you shortly: (1) a proposed amendment to each of your franchise agreement(s) with Dunkin' Brands that contain the Older No-Poach Provision and, and (2) a notice to your employees provided by the States in multiple languages that should be posted in a place within your restaurant in which your employees may view it. **The notice must be posted in a location where it can easily be read by your employees at each franchise which is currently operating under a franchise agreement with an**

**Older No-Poach Provision until December 31, 2020.** To the extent that you agree to this amendment to your franchise agreement and post the enclosed employee notice in a location where it can easily be read by your employees, the States have committed to not pursue any suit, or take any investigative or enforcement action against you for conduct relating to the Older No-Poach Provision of your franchise agreement, up to and including the date you sign the amendment.

When you receive the proposed amendment, please sign and return it to the Contracts Department as soon as possible. If you decide not to sign the amendment within 90 days of receipt of the same and/or fail to post the employee notice for the required period of time, the States have indicated that they will reserve the right to investigate you and/or pursue enforcement actions against you relating to the Older No-Poach Provision.

If you have any questions or concerns, please contact me at [Contact Info].

If you receive any media inquiries, please refer them to [contact].

Sincerely,

[Name, Title]

EXHIBIT B

**AMENDMENT TO  
FRANCHISE AGREEMENT**

THIS AMENDMENT TO FRANCHISE AGREEMENT is made this [Date] (the "Effective Date") by and Dunkin' Donuts Franchising LLC and/or any of its affiliated entities (hereinafter referred to as "FRANCHISOR") and [the undersigned franchisee] (hereinafter referred to as "FRANCHISEE")

WITNESSETH:

WHEREAS, FRANCHISOR and FRANCHISEE have determined that it is in the parties' best interests remove certain portions of the Franchise Agreement described below relating to restriction on the recruitment and hiring of each other's employees and/or those of other Franchisees.

AGREEMENT:

1. The above recitals are true and correct and, with all instruments referenced therein, incorporated by reference.
2. Modification of Terms. As of the Effective Date (defined below) of this Amendment, any provision of the Franchise Agreement that restricts either party's ability to recruit or hire each other's employees and/or those of another Dunkin' franchisee are hereby deleted from the Franchise Agreement and is of no further force or effect.
3. The Franchise Agreement is hereby ratified, in full force or effect, without modification or extinction, except as expressly set forth in this Amendment. This Amendment shall be attached to and made part of the Franchise Agreement. If there is an inconsistency between this Amendment and any Franchise Agreement, the terms of this Amendment shall control. This Amendment constitutes the entire agreement between the parties hereto with respect to its terms, and there are no other oral or written representations, understandings or agreements between them, relating to the subject matter of this



EXHIBIT C

**EMPLOYEE NOTICE**  
**(post until December 31, 2020)**

In July 2018, the Attorney General of your state began an inquiry with respect to the use of No-Poach Provisions in Dunkin' Franchise Agreements. Some of these provisions may have restricted the hiring, recruitment or solicitation of employees between different Dunkin' franchises. These provisions might have prevented you from getting a job at another Dunkin' location.

Dunkin' Brands does not believe that it or its franchisees violated any law or acted improperly. Dunkin' Brands has cooperated with the Attorney General's investigation and has agreed to take steps to assist in the prevention of the use or enforcement any such provision that appears in any Dunkin' Franchise Agreement.

Therefore, please be aware that you are allowed to be recruited or hired by Dunkin' Brands or another Dunkin' franchisee in the future, if you so desire.

If you have any questions or concerns, please contact your state Attorney General's Office [include list of state #s or Email]

**AVISO PARA EMPLEADO**  
**(publique hasta el 31 de diciembre de 2020)**

En julio de 2018, el Fiscal General de su estado solicitó a Dunkin' Brands que deje de usar o hacer cumplir cláusulas de no contratación de otros empleados de Dunkin' Brands o de franquiciatarios en sus acuerdos de franquicia. El Fiscal General cree que estas cláusulas pueden haber impedido a algunos empleados de conseguir un trabajo en otra locación de Dunkin' Brands.

Dunkin' Brands no cree que actuó incorrectamente de ninguna manera, y niega que haya violado cualquier ley. Sin embargo, Dunkin' Brands cooperó con el Fiscal General y acordó a dejar de usar o hacer cumplir estas cláusulas.

Se le permite ser reclutado o contratado por Dunkin' Brands u otro franquiciatario de Dunkin' Brands en el futuro, si así lo desea.

Si tiene cualquier pregunta o preocupaciones, por favor contacte y a la Oficina del Fiscal General de su estado [include list of phone numbers or Email].