Exhibit 2

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into in the matters of *Veronica Saldana v. Brinker Restaurant Corporation et al.*, in the Superior Court of the State of California (San Francisco County), Case No. CGC-21-597124 ("Saldana Action") and *Ahmone Bryant etal. v. Brinker Restaurant Corporation et al.*, CGC-23-608589 ("Bryant Action"), by and between Veronica Saldana, Ahmone Bryant, and Susan Rodgers ("Plaintiffs") as representatives of the State of California, on behalf of the PAGA Members (as defined in Section 4 below), on the one hand, and, on the other hand, Brinker International Payroll Company, L.P. ("Brinker") for the purpose of memorializing their agreement to the principal terms of a settlement of the Actions, subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Brinker, or both, as may be appropriate. This MOU is designed to bind the Parties to terms of a settlement to be thereafter memorialized further in a long form Stipulation of Settlement subject to approval by the Court, the provisions of which will be consistent with this MOU.

NOW, THEREFORE, the Parties hereto agree as follows:

1. For purposes of this MOU, the "Actions" are defined as the Saldana Action, including the arbitration of plaintiff Saldana's claims before the American Arbitration Act, Case No. 123-0004-0839, and the Bryant Action. This MOU memorializes the settlement reached in the mediation on November 7, 2024, between Plaintiffs and Brinker. This MOU confirms the essential terms of the settlement reached between the Parties with the assistance of mediator Dave Carothers.

2. The Parties intend to enter into a more formal long form agreement (the "Stipulation of Settlement") not inconsistent with the terms of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding, and enforceable pursuant to California Code of Civil Procedure Section 664.6, and admissible pursuant to California Evidence Code Section 1123.

3. The Parties agree to cooperate fully with each other to accomplish the terms of the MOU by entering into the long-form Stipulation of Settlement, including a proposed approval order; to use their best efforts to finalize the Stipulation of Settlement; and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Stipulation of Settlement. Plaintiffs shall prepare the initial drafts of the long-form Stipulation of Settlement. In the event that the Parties do not execute the Stipulation of Settlement within 30 days of both Parties' approval of the finalized Stipulation of Settlement, either party may move for approval of this settlement on the basis of the terms set forth in this MOU. The Parties may extend this deadline by mutual agreement in writing.

4. The Parties agree that the proper scope and definition of the PAGA Members for purposes of this agreement are "All non-exempt employees of Brinker who worked in California during the PAGA Release Period."

5. Brinker agrees to provide Plaintiff with reasonable confirmatory discovery to allow

Plaintiff to verify the information relied upon in agreeing to settle the action, including but not limited to "skip" data, for the purpose of obtaining information to support court approval of the settlement.

6. The Parties and their counsel agree that the consideration described in the subparagraphs below constitute their good faith compromise of the Actions. This compromise is based on the Parties' assessment of the value of the case, and the mutual risks and costs of further litigation. Specifically, the consideration provided by Defendant consists of the following:

   a. Brinker shall pay the Settlement Fund Amount ("Maximum Settlement Amount" or "MSA") of $1,675,000.00 in full and complete settlement of the Actions as well as a complete release of any individual claims as referenced herein. This gross amount shall constitute the gross settlement fund.

   b. Brinker shall fund the MSA within 21 calendar days of being provided the final accounting of funds by the settlement administrator, which shall be within 10 calendar days of the "Effective Date."

   c. The Effective Date is 65 days after the Court has entered an Order and Judgment approving the Stipulation of Settlement, provided that the period for filing any challenge to the Order and Judgment, appeal, writ or other appellate proceeding opposing or otherwise challenging the Court's entry of the Final Order and Judgment has expired without any challenge to the Final Approval Order and Judgment, appeal, writ or other appellate proceeding having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the Court's Final Order and Judgment approving the Stipulation of Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

   d. This is a non-reversionary settlement. All funds represented by uncashed checks remaining in the Qualified Settlement Fund shall be tendered to a *cy pres* chosen by Brinker in conformance with the requirements set forth in C.C.P § 384.

7. The Parties agree that the consideration described in Paragraph 6, above, constitutes adequate consideration for the settlement and release described immediately below.

   a. Release by Plaintiff Ahmone Bryant and Susan Rodgers: Ahmone Bryant and Susan Rodgers shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, against the "Released Parties" (defined below), except as may be prohibited by law. Brinker shall not oppose a request for an enhancement award for Plaintiff Ahmone Bryant and Susan Rodgers up to the amount of $10,000, which Plaintiff will seek for his/her work in resolving the case and for signing of a general release.

b. Release by Plaintiff Veronica Saldana: Plaintiff Veronica Saldana shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, against the "Released Parties" (defined below), except as may be prohibited by law. In consideration for the Section 1542, Saldana shall receive $10,000.00 from the gross settlement fund. Additionally, Saldana will seek and Brinker shall not oppose a request for an enhancement award for Plaintiff Veronica Saldana up to the amount of $5,000, which Plaintiff will seek for her work in resolving the case.

c. Release by PAGA Members and LWDA: All PAGA Members, including the Plaintiffs serving as proxy for the Labor and Workforce Development Agency ("LWDA") of the State of California will release all claims for civil penalties, attorneys' fees and costs, interest and other damages, against the Released Parties, within the definition of "Released PAGA Claims" (defined below).

d. Definition of "Released PAGA Claims" means: all claims for civil penalties under the Private Attorneys General Act that were alleged in Plaintiffs' PAGA Complaints, or reasonably could have been alleged based on facts stated in Plaintiffs' PAGA Notices to the LWDA, during the PAGA Release Period, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12.

The period of the Release shall extend to the limits of the PAGA Release Period.

e. Definition of "PAGA Release Period" means: September 14, 2020 through 1) the date of Court Approval of the Settlement, or 2) the date upon which Brinker elects to conclude the release period pursuant to Paragraph 14.

f. Definition of "Released Parties": Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P., and each of the foregoing's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Brinker Restaurant Corporation, Brinker International, Inc., and/or Brinker International Payroll Company, L.P.; the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

g. Plaintiff's counsel shall within 7 business days of the execution of the long form Settlement Agreement file an Amended PAGA Claim Notice with the LWDA to add all claims to the amended PAGA claim notice that were not included in the prior Notice to the LWDA but are part of the Released Claims set forth in the MOU. Provided that the LWDA does not provide Plaintiff and Defendants with notice of its intent to investigate, which is an express condition precedent to this agreement, Plaintiffs shall amend the operative complaint to add claims consistent with the scope of the Amended PAGA Claim Notice for which a release is being provided.

h. The parties shall use best efforts to finalize the long form settlement agreement within 21 days. Plaintiff's counsel will draft the long-form settlement agreement, motion for approval, and all supporting papers, for Defendants' review. The Parties agree to work together in good faith to file the motion for preliminary approval within 30 calendar days of the date of the execution of this Memorandum of Understanding.

8. Brinker will not oppose a request by Plaintiffs for an enhancement payment of up to $10,000 each as referenced in Paragraph 7(a)-7(b), to be deducted from the Settlement Fund Amount, in exchange for his/her service as PAGA Representatives and in exchange for their general release. This enhancement payment is in addition to the payment to which she/he is entitled as a PAGA Member. In the event that the Court reduces or does not approve the requested PAGA Representative enhancement payment, Plaintiffs shall not have the right to revoke this MOU or the Stipulation of Settlement, and it will remain binding.

9. The Parties designate that the entire Net Settlement Fund Amount will be allocated for violations of PAGA. This amount will be allocated as follows: 75% will be payable to the LWDA and the remaining 25% will be payable to the PAGA Members. The PAGA penalties will be reported as 1099 payments and not as taxable wages.

10. Brinker will not oppose an application for an award to Plaintiffs' Counsel, from the Settlement Fund Amount, of up to one-third of the Settlement Fund Amount in attorneys' fees, plus actual costs and expenses, of up to $45,000, as supported by declaration. Even in the event that the Court reduces or does not approve the requested Plaintiffs' Counsel Award and costs, Plaintiffs' Counsel shall not have the right to revoke this MOU or this settlement, and it will remain binding.

11. The Parties will jointly select a Settlement Administrator on the basis of cost and competence, with the best interests of the PAGA Members in mind. The Settlement Administrator will be selected after receiving bids from three (3) total potential administrators. Fees of the Settlement Administrator shall be paid out of the Settlement

Fund Amount. The Stipulation of Settlement shall make clear that Plaintiffs, Plaintiffs' counsel, Brinker, and Brinker's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions.

12. Brinker shall transmit the names and contact information including last known email address, confidentially for all PAGA Members to a mutually agreed upon Settlement Administrator 21 calendar days after the entry of a Court order approving the Settlement (the "PAGA Members List"). The PAGA Members List provided by Brinker to the administrator as part of the administration process shall also list the start and ends dates of employment for PAGA Members, as well as Defendant's best estimates of number of pay periods worked by each PAGA Member. The Parties agree the PAGA Members' contact information and Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the PAGA Settlement and will not be provided to Plaintiffs' Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information of the PAGA Members. To the extent that Plaintiffs' Counsel possesses or comes to possess the PAGA Members' contact information and/or Social Security numbers, Plaintiffs' Counsel shall destroy all such information (including copies and data or information derived therefrom) within sixty (60) days of the date the Court approves the PAGA Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

13. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Fee, and the Net Settlement Amount to be paid to the LWDA and PAGA Members above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

14. Brinker represented that there are approximately 28,533 PAGA Members who worked approximately 694,859 pay periods from September 14, 2020, through October 16, 2024. Plaintiffs have relied upon this material representation in entering into this MOU. Should the actual number of pay periods worked within the PAGA Release Period increase more than 10% over the 694,859 represented pay periods (764,345 pay periods), Brinker can elect to do one of the following: (1) extend the Release Period to the date of Court Approval of the Settlement by agreeing to increase the gross distributed funds on a pro rata basis as to the additional pay periods included within the Release Period above the 10% mark of 764,345 pay periods, or (2) elect to conclude the PAGA Release Period as of the date that the total pay periods are equal to or less than 694,859 pay periods. Brinker shall communicate its election no later than the date of the hearing for Settlement Approval.

15. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and

Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiffs' Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) in court filings, including in their respective firm resumes, and/or (ii) in all necessary motions and supporting memoranda related to approval of the Settlement, or any filings with the LWDA. This provision also does not limit Plaintiffs' Counsel from complying with ethical obligations or responding to inquiries from PAGA Members. Following Entry of Judgment, Plaintiffs and Plaintiffs' Counsel shall not issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, and shall not post any information on their respective websites or in other advertising that identifies the Actions or Settlement in any matter that identifies Brinker.

16. Brinker expressly denies any liability. Neither this MOU nor the Stipulation of Settlement shall constitute an admission of liability, or the accuracy, veracity, or legitimacy of any allegation made by Plaintiffs or his/her counsel.

17. Neither Brinker nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Brinker herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Brinker for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Brinker nor Plaintiffs' counsel have provided any tax-related advice whatsoever.

18. The Parties shall present the Stipulation of Settlement to the Court for Approval through a noticed motion requesting approval of the settlement. Plaintiffs shall move expeditiously to file a Motion for Approval after the Parties execute the long-form Stipulation of Settlement.

IT IS SO AGREED.

SIGNATURES ON FOLLOWING PAGE

Dated:

____
Veronica Saldana, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated:

____
Ahmone Bryant, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated: 02 / 21 / 2025

____
Susan Rodgers, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated:

____
Name:
Title:
On Behalf of and an Authorized Representative of Brinker International Payroll Company, L.P.

Dated:

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Veronica Saldana, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated:

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Ahmone Bryant, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated:

____
Susan Rodgers, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated: 17 February 2025

____
Name: Christopher Green
Title: VP, Assistant General Counsel
On Behalf of and an Authorized Representative of Brinker International Payroll Company, L.P.

Dated: 02 / 24 / 2025

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Veronica Saldana, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated: 02 / 21 / 2025

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Ahmone Bryant, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated:

____
Susan Rodgers, individually and on Behalf of the State of California and the Labor and Workforce Development Agency

Dated:

____
Name:
Title:
On Behalf of and an Authorized Representative of Brinker International Payroll Company, L.P.