

SETTLEMENT AGREEMENT

BETWEEN

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

AND

**POPEYES LOUISIANA KITCHEN, INC.
("AGREEMENT")**

PARTIES

1. The States of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, and the District of Columbia (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. Popeyes Louisiana Kitchen, Inc. is a Minnesota corporation ("PLKI") that has its headquarters or principal place of business in Miami, Florida. PLKI is a franchisor, and its corporate and franchisee-operated locations are in the business of offering burgers and fries, among other food products, for sale to consumers.

DEFINITIONS

3. "No-Poach Provisions" refers to any and all language contained within franchise or license agreements or any other documents which purports to restrict, limit or

prevent any PLKI franchisee or PLKI-operated restaurant from hiring, recruiting or soliciting employees of PLKI and/or any other PLKI franchisee for employment for a limited period of time (e.g., within six months after his or her termination from employment). Such language includes, but is not limited to, any “no-solicitation,” “no-switching,” and/or “no-hire” provisions.

4. “PLKI” shall mean Popeyes Louisiana Kitchen, Inc., and shall include its directors, officers, managers, agents acting within the scope of their agency, and employees as well as its successors and assigns, controlled subsidiaries, and predecessor franchisor entities.

THE INVESTIGATION BY THE ATTORNEYS GENERAL

5. The Attorneys General undertook an investigation pertaining to certain No-Poach Provisions contained in PLKI’s franchise agreements. As a result of the investigation, the Attorneys General determined:
 - a. PLKI has independently-owned franchise locations in each of the Settling States;
 - b. Until on or about September 2018, PLKI included No-Poach Provisions in its franchise agreements; and
 - c. The Attorneys General allege that PLKI’s use of No-Poach Provisions in its franchise agreements may have limited 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.

6. 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 arguably 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 arguably violate other laws in some or all of the Settling States governing the free exercise of the right to contract for employment.
7. PLKI expressly denies all of the allegations set forth in Paragraphs 5c and 6. PLKI's entry into this Agreement is without prejudice to argue in any forum, including, without limitation, any litigation, about the propriety of the use of purported No-Poach Provisions and expressly preserves all arguments concerning the meaning, interpretation, scope, and lawfulness of those provisions. Moreover, PLKI's entry into this Agreement is without prejudice to PLKI's right to argue in any forum, including, without limitation, any litigation concerning the purported No-Poach Provisions, that those provisions served legitimate and significant pro-competitive purposes. It is expressly understood that nothing in this Agreement shall be deemed an admission of liability or wrongdoing by PLKI.

8. PLKI enters into this Agreement for the purpose of resolving this investigation and related dispute only, and this Agreement does not create or affect any rights for any third party.
9. This Agreement is made without trial or adjudication of any issue of fact or law and without PLKI admitting to any violation of law. The parties have voluntarily and knowingly entered into this Agreement to avoid the time and expense of litigation.
10. The Attorneys General have conferred in good faith with PLKI and its attorneys, and the parties have agreed to resolve the dispute through this Agreement.

ASSURANCES

11. PLKI agrees that it will not include No-Poach Provisions in any of its franchise agreements in the United States signed after the execution date of this Agreement.
12. PLKI agrees it will not enforce any No-Poach Provision in any of its existing 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 No-Poach Provision. PLKI may defend itself and its practices in any action in which it is named as a party. For the avoidance of doubt, it is PLKI's position that no franchisee has the right to enforce the No Poach Provision contained in a franchise agreement between PLKI and another franchisee as the franchise agreement does not grant third party beneficiary rights to a non-party franchisee.

13. Within sixty (60) days of execution of this Agreement, PLKI will send a letter to all of its current franchisees with restaurants located in the Settling States who are operating under franchise agreements containing No-Poach Provisions stating that PLKI, in accordance with an agreement with the Attorney General of the State in which the restaurant is located, is requesting that the No-Poach Provisions be removed from existing franchise agreements. The notice that PLKI will send to these franchisees will be substantially in the form of the letter attached hereto as Exhibit A. That letter will include the proposed amendment that PLKI is requesting that each of its franchisees in the Settling States execute, which will remove the No-Poach Provisions from the franchise agreements.
14. The proposed amendment that will be included with each letter will be substantially in the form of the amendment attached hereto as Exhibit B.
15. The letter to franchisees will also include a request to post through June 30, 2021, a notice at the workplace in a location where it can easily be read to inform employees of this Agreement. A template of such notice in English and Spanish is attached hereto as Exhibit C. PLKI will post this notice through June 30, 2021 in the restaurants it operates in the Settling States.
16. If, after the 60-day period set forth in Paragraph 13, PLKI becomes aware of a franchisee with a restaurant located in one of the Settling States attempting to enforce No-Poach Provisions, and PLKI is unable to persuade such franchisee to desist from attempting to enforce such provision, PLKI will notify the Attorney

General of the state in which the restaurant is located and the Massachusetts Attorney General within thirty (30) days of PLKI becoming aware of the attempted enforcement. Notice shall be provided by both United States Postal Service and email to the appropriate Settling States' signatories to this Agreement. PLKI's obligations under this paragraph shall end three years from the date of execution.

17. In addition to sending the letter to its current franchisees in the Settling States pursuant to Paragraph 13 above, PLKI will respond promptly to any inquiries from such franchisees regarding the request to amend the terms of the franchise agreement and will in such letter encourage its current franchisees in the Settling States to sign the proposed amendment. Within 180 days after execution of this Agreement, PLKI will provide; (a) a list of all then current franchisees in the Settling States which indicates whether each franchisee has executed the proposed amendment, refused to execute the proposed amendment, or is requesting an extension to execute the proposed amendment to the Settling States; and (b) copies of all executed amendments it has obtained with its current franchisees in the Settling States to the respective Attorney General of each Settling State and a copy to the Massachusetts Attorney General. PLKI, however, is under no obligation to offer its franchisees any consideration – monetary or otherwise – to induce them to sign the proposed amendment or take any adverse action against such franchisees if they refuse to do so. A decision by a franchisee not to amend

its franchise agreement, or not to do so within 180 days after execution of this Agreement, or to request additional time to execute the proposed amendment, shall not constitute a breach by PLKI of its obligations under this Agreement or failure by PLKI to comply with this Agreement.

18. If PLKI learns that a current franchisee in a Settling State intends in good faith to sign the proposed amendment but is unable to do so within 180 days after execution of this Agreement, PLKI will notify the respective Attorney General of the Settling State in which the franchisee operates, and the Massachusetts Attorney General, to seek a mutually agreeable extension. Any reasonable request for extension (*i.e.*, no more than 60 days) shall not be denied by any Attorney General absent a showing of bad faith by PLKI. During any such extension, that Attorney General will not take further investigative or enforcement action against the franchisee for the use of the No-Poach Provisions.
19. Within 180 days after execution of this Agreement, PLKI will submit a declaration to the Attorneys General, signed under penalty of perjury, stating whether all provisions of this Agreement have been satisfied.

MISCELLANEOUS PROVISIONS

20. This Agreement shall be governed by and interpreted in accordance with the laws of each respective Settling State, if any, which is seeking to enforce the Agreement against PLKI or against which PLKI is seeking enforcement.

21. PLKI is represented by and has consulted with counsel in connection with the decision to enter into this Agreement.
22. This Agreement shall be binding upon PLKI, and any company or entity through which it does business, or which is under its direct or indirect control by any means, or any of those companies' or entities' successors in interest, parent corporations, holding companies, subdivisions, subsidiaries, affiliated entities, officers, directors, agents, and employees to the extent that those persons or entities are involved in the franchising or operating of Popeyes restaurants in the United States. 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.¹ This Agreement shall not be considered an admission by PLKI for any purpose.
23. In the event that any of the Settling States believe that PLKI has breached the terms of this Agreement:
- a. The Settling State or States will provide written notice of the alleged breach to PLKI by both United States Postal Service, via certified mail, return receipt requested, and email to the below contacts:

Popeyes Louisiana Kitchen, Inc.
5707 Blue Lagoon Drive
Miami, FL 33126
Attention: General Counsel
generalcounsel@rbi.com

¹ 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.

- b. PLKI will have forty-five (45) days following receipt of the written notice to cure any alleged breach. The Settling State shall only bring claims for any uncured breaches at the conclusion of the cure period.
24. If a court of competent jurisdiction issues a final, non-appealable judgment that PLKI has materially breached this Agreement, then:
- a. For each material breach of this Agreement that results in a refusal to hire, PLKI shall pay the Settling States an aggregate amount up to \$100,000, determined at the Settling States' discretion, unless PLKI establishes that (i) the breach was unintentional and (ii) that PLKI cured the breach within forty-five (45) days of receipt of written notice from the Settling State or, alternatively, that the Settling State failed to provide adequate notice as required by Paragraph 23.
 - b. For each material breach of this Agreement that does not result in a refusal to hire, PLKI shall pay the Settling States an aggregate amount up to \$10,000, determined at the Settling States discretion, unless PLKI establishes that (i) the breach was unintentional and (ii) PLKI cured the breach within forty-five (45) days of receipt of written notice from the Settling State, or, alternatively, that the Settling State failed to provide adequate notice as required by Paragraph 23; and

- c. In the event that a payment is due under this Paragraph, PLKI shall also pay the reasonable fees and costs incurred by the Settling States in enforcing the terms of this Agreement where such enforcement requires litigation, including without limitation reasonable attorneys' fees, expenses, and the costs of investigation and litigation, as determined by the court.
25. The Attorneys General agree not to proceed with or institute or intervene in any civil or criminal action or any other enforcement action under their respective state's consumer protection and antitrust laws, and other related statutes and regulations against PLKI or any companies through which PLKI does business or which are under its direct or indirect control by any means, for the use of No-Poach Provisions prior to the execution of this Agreement. The Attorneys General further agree not to proceed with, or institute or intervene in any civil action or other proceeding under their respective state's laws, statutes, and regulations against any of PLKI's current franchisees, for the use of No-Poach Provision prior to the execution of this agreement, to the extent such franchisee timely executes the proposed amendment described in Paragraph 14, and posts the proposed notice as described in Paragraph 15. Notwithstanding this Paragraph, nothing in this Agreement shall be construed as preventing the Attorneys General from investigating PLKI's conduct in the event of a suspected violation of this Agreement. 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. Nothing in this Agreement prohibits any of the Attorneys General from participating or intervening in any civil action or other proceeding in order to provide an opinion or interpretation regarding the laws of the applicable Settling State.

26. Notwithstanding Paragraph 25, the Attorneys General reserve the right to take further investigative or enforcement action against any current franchisee in any Settling State that does not sign the proposed amendment described in Paragraph 14 within the time provided under this Agreement or any agreed extension, or fails to post the proposed notice described in Paragraph 15. Neither the failure of any franchisee to sign the proposed amendment nor the failure of any franchisee to post the proposed notice shall constitute a breach by PLKI.
27. Nothing in this Agreement shall be construed as relieving PLKI of a duty to comply with all applicable federal, state and local laws, regulations, rules, and permits. The Settling States are not required to provide notice in advance of taking any enforcement action if necessary to protect the health, safety or welfare of the public.
28. This Agreement contains the complete agreement between the Attorneys General and PLKI related to the conduct at issue. No admissions, promises, representations, or warranties other than those set forth in this Agreement have been made by the Attorneys General or by PLKI. This Agreement supersedes all

prior communications, discussions, or understandings regarding No-Poach Provisions between the Attorneys General and PLKI, whether oral or in writing. This Agreement can only be modified or supplemented by a written document signed by PLKI and the applicable Attorney(s) General.

29. All written notices to the States shall be sent by both United States Postal Service and email to the appropriate Settling State's signatory to this Agreement.
30. The Attorneys General and PLKI agree and represent that any persons signing this Agreement are authorized by proper authorities to execute this Agreement on their behalf. By signing below, the parties agree to comply with all of the terms of this Agreement.
31. Execution of this Agreement does not constitute an approval by the Settling States of any of PLKI's business acts or practices.
32. This Agreement is a voluntary agreement, and it shall not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of PLKI, any PLKI parent companies, subsidiaries, or affiliates, or any of its current or former franchisees. PLKI neither agrees nor concedes that the claims, allegations and/or causes of action which have or could have been asserted by the Attorneys General have merit, and PLKI expressly deny any such claims, allegations, and/or causes of action.

AGREED TO AND APPROVED FOR BY:

Popeyes Louisiana Kitchen, Inc.,

A handwritten signature in blue ink, appearing to read "Vicente A. Tome", is written over a horizontal line.

Vicente A. Tome
Head of Legal, US & LAC

FOR THE SETTLING STATES:

MASSACHUSETTS



2/28/2020

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Massachusetts Office of the Attorney
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cynthia.mark@state.ma.us

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IOWA



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NEW JERSEY



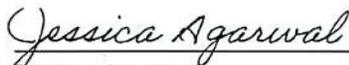
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PENNSYLVANIA



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EXHIBIT A

SAMPLE NOTICE TO FRANCHISEES

Dear [Franchisee Name]:

In July 2018, the Attorneys General of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, and the District of Columbia (the “States”) requested information from PLKI regarding our franchise agreements. In particular, the States objected to any purported “No-Poach Provisions” or policies which they claim restrict the hiring or solicitation of employees between PLKI and its franchisees, including [Franchisee Name]. These purported No-Poach Provisions, which are also known as “non-solicitation” or “no hire” provisions, appear in some PLKI franchise agreements.

We have cooperated with the investigation and have entered into a Settlement Agreement (attached) without admitting that PLKI or its franchisees have violated any law or regulation or acted improperly in any respect. We believe the franchise system’s interests are best served by resolving the matter without costly and protracted litigation.

Under the Agreement with the States, PLKI will not enforce purported No-Poach Provisions in any of our existing franchise agreements in the United States. Moreover, PLKI will not include any such provisions in any future franchise agreements.

As you may know, you do not have any right to enforce any such provision against another franchisee since the PLKI franchise agreement does not grant you any such right.

Our Agreement with the States requires that we request from franchisees with locations in any of those States that they agree to amend their existing franchise agreements to remove the purported No-Poach Provisions. Enclosed for your signature is an amendment to your franchise agreement(s) with PLKI to remove the purported No-Poach Provisions. Our Agreement with the States also requires that we request from franchisees that they post a notice regarding the Agreement to their employees in their restaurants in English and Spanish. The template of the employee notice to be posted is also enclosed.

Please review the amendment and employee notice with your attorney. To the extent that you agree to this amendment to your franchise agreement and post the enclosed employee notice through June 30, 2021 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 No-Poach Provision of your franchise agreement, up to and including the date you sign the amendment.

Please sign and return the amendment to me as soon as possible. If you decide not to sign the enclosed amendment by August 31, 2020 or fail to post the employee notice

until June 30, 2021, the States have indicated that they will reserve the right to investigate you and/or pursue enforcement actions against you or your company relating to the contractual provisions described above. Thus, while you should consult with your attorney, we encourage you to sign the proposed amendment in order to avoid potential enforcement action 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 mediainquiries@popeyes.com.

Sincerely,

[Name, Title]

EXHIBIT B

AMENDMENT TO:
POPEYES LOUISIANA KITCHEN, INC. FRANCHISE AGREEMENT

The Popeyes Louisiana Kitchen Franchise Agreement(s) between Popeyes Louisiana Kitchen, Inc. ("We") and the undersigned franchisee ("You") listed in Exhibit A hereto (as amended, the "Franchise Agreement(s)") shall be amended in accordance with the following terms.

1. Background. We and You are parties to each Franchise Agreement and You operate one or more franchised outlets in California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or the District of Columbia under the Franchise Agreement(s). We have determined that it is in the best interests of the franchise system to not enforce Sections 13.02.B and 13.03.B of the Franchise Agreement(s) as described below. For your reference only, the language of Sections 13.02.B. and Section 13.03.B. as set forth in our franchise disclosure document prior to September 1, 2018, is set forth on Appendix I attached hereto. The purpose of this Amendment to your Franchise Agreement(s) is to document this change. All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement(s).

2. Modification of Terms. As of the Effective Date (defined below) of this Amendment, You and We agree that Sections 13.02.B and 13.03.B are hereby deleted from each Franchise Agreement, as shown in Appendix A attached hereto, and are of no further force or effect provided that, for the avoidance of doubt, the introductory language preceding such sections will not be deleted and shall remain in full force and effect.

3. Miscellaneous. Except as specifically modified by this Amendment, the provisions of the Franchise Agreement(s) shall remain in full force and effect. This document is an amendment to, and forms a part of, each 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, and there are no other oral or written representations, understandings or agreements between them, relating to the subject matter of this Amendment. This Amendment inures to the benefit of the parties hereto and their respective successors and assigns and will be binding upon the parties hereto and each of their respective successors and assigns. This Amendment may be executed in multiple counterparts, but all such counterparts together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of _____, 2020 (the "Effective Date").

POPEYES LOUISIANA KITCHEN, INC.

[FRANCHISEE'S NAME]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPENDIX I

Excerpt from Section XIII (Covenants) of the PLKI Franchise Agreement

13.02. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including information regarding the operational, sales, promotional, and marketing methods, procedures and techniques of Franchisor and the System. Franchisee covenants that, during the term of this Agreement, Franchisee (who, unless otherwise specified, shall include, for purposes of this Section XIII, collectively and individually: (i) all officers, directors and holders of a legal or beneficial interest of ten percent (10%) or more of the securities with voting rights of Franchisee and of any corporation, directly or indirectly controlling Franchisee, if Franchisee is a corporation; and (ii) the general partner and any limited partners of Franchisee, including any corporation, and the officers, directors and holders of a legal or beneficial interest of ten percent (10%) or more of the securities with voting rights of a corporation which controls, directly or indirectly, any general or limited partner of Franchisee, if Franchisee is a partnership, and (3) any members and managers and holders of a legal or beneficial interest of ten percent (10%) or more of the securities with voting rights of Franchisee and/or any corporation directly or indirectly controlling Franchisee, if Franchisee is a limited liability company) shall not, either directly or indirectly, for itself, or on behalf of, or in conjunction with, any person, persons, partnership, limited liability company, association, corporation, or other entity:

- B. Solicit for employment any person who is, at that time, employed by Franchisor or by any other Popeyes franchisee, or otherwise, directly or indirectly, induce such person to leave his or her employment therewith, provided, that, the foregoing covenant shall not restrict or prohibit Franchisee from (i) making generalized searches for employees (by use of advertisements in print, electronic or social media, the engagement of search firms or otherwise), (ii) continuing its ordinary course hiring practices that are not targeted specifically or directly at employees of Franchisor or any other Popeyes franchisee, or (iii) hiring an employee of Franchisor or any other Popeyes franchisee who first initiates an employment discussion with Franchisee, so long as neither Franchisee nor any of its affiliates have not violated the foregoing covenant regarding solicitation and inducement ((i) through (iii) are hereinafter referred to as the “**Non-Solicitation Exceptions**”). For each instance in which Franchisee or any affiliate of Franchisee hires a manager or assistant manager, or other person who (A) has completed (or is scheduled to complete) PTP for his or her applicable management role at the applicable Popeyes Restaurant, and (B) was employed by Franchisor or another Popeyes franchisee in the same or a contiguous DMA for not less than the immediately preceding twelve (12) consecutive months, then Franchisee shall promptly pay Franchisor or such other Popeyes franchisee (as applicable) the sum of \$5,000, whether or not such hiring violated the foregoing covenant regarding solicitation and inducement. If and to the extent such hiring violated the foregoing covenant, nothing contained herein (including Franchisee’s payment of the foregoing

\$5,000 sum) shall constitute a waiver by Franchisor of any rights or remedies against Franchisee; or

13.03. Franchisee covenants that Franchisee shall not, regardless of the cause for termination, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation or other entity:

- B. Subject to the Non-Solicitation Exceptions set forth in Section 13.02. B., for a period of one (1) year following the termination or expiration of this Agreement, employ or seek to employ any person who is, at the time, employed by Franchisor or by any other Popeyes franchisee, or otherwise, directly or indirectly, induce such person to leave his or her employment therewith.

EXHIBIT C

EMPLOYEE NOTICE
(post through June 30, 2021)

In July 2018, the Attorney General of your state asked Popeyes Louisiana Kitchen, Inc. to stop using or enforcing No-Poach Provisions in its Franchise Agreements. The Attorney General believes that No-Poach Provisions may have prevented some employees from getting a job at another Popeyes location.

Popeyes does not believe that it acted improperly in any way, and denies that it violated any law. Popeyes cooperated with the Attorney General and agreed to stop using or enforcing these provisions.

You are allowed to be recruited or hired by another Popeyes location, if you so desire.

If you have any questions or concerns, please contact your state Attorney General's Office [include State Attorney General Contact Information].

AVISO A LOS EMPLEADOS
(publicar hasta el 30 de junio de 2021)

En julio del 2018, el Fiscal General de su estado le pidió a Popeyes Louisiana Kitchen, Inc. que dejara de usar o hacer cumplir las cláusulas en contra del reclutamiento y contrato de talento en sus acuerdos de franquicia. El Fiscal General cree que las cláusulas en contra del reclutamiento y contrato de talento pueden haber impedido que algunos empleados obtengan trabajo en otra locación de Popeyes.

Popeyes no cree que haya actuado incorrectamente de ninguna manera, y niega haber violado ninguna ley. Popeyes cooperó con el Fiscal General y acordó dejar de usar o hacer cumplir estas cláusulas.

Si lo desea, puede ser reclutado o contratado por otra locación de Popeyes.

Si tiene cualquier pregunta o duda, por favor comuníquese con la Oficina del Fiscal General de su estado [include State Attorney General Contact Information].