

**EXHIBIT 1 to EXHIBIT A-SETTLEMENT  
AGREEMENT**

Exhibit 1: Release of All Claims

Release of Claims By [Plaintiff ██████████]

1. In connection with a comprehensive settlement of *Salvador Ochoa and Hermelinda Aguilar v. CKE Restaurants Holdings, Inc., Carl's Jr. Restaurants LLC, Carl's Jr. Funding LLC, and Does 1 through 50*, Case Nos. BC623041 & BC686601, Superior Court of the State of California, County of Los Angeles (the "Lawsuit"), and in consideration of the agreement of Defendants in the Lawsuit not to object to a request for an Incentive Award (as defined in the operative settlement agreement) by [Plaintiff ██████████] ("PLAINTIFF NAME"), as part of that settlement, and payment of such Incentive Award if approved by the Court, PLAINTIFF NAME executes the following general release of claims ("General Release").

2. Upon approval of the settlement of the Lawsuit and payment of all sums ordered to PLAINTIFF NAME from that settlement, PLAINTIFF NAME, on behalf of himself and his administrators, representatives, and assigns, hereby completely releases and forever discharges CKE Restaurants Holdings, Inc., Carl Karcher Restaurants LLC, and Carl's Jr. Funding, LLC (hereafter collectively referred to as "CKE Entities"), and each of their respective current and former parent companies, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past, present and future, and all persons acting under, by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, attorneys' fees, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, which PLAINTIFF NAME has, may now have, or has ever had, against any of the Released Parties, or any of them, as of the date of PLAINTIFF NAME's execution of this General Release. This General Release covers all statutory, common law, constitutional, and other claims, including, but not limited to:

- (a) any and all claims for unpaid wages, benefits or other compensation, and related civil and statutory penalties;
- (b) any and all claims for wrongful discharge, constructive discharge, harassment, discrimination or retaliation in connection with employment;
- (c) any and all claims relating to any contracts of employment, written or oral, express or implied, or breach of the covenant of good faith and fair dealing, express or implied;
- (d) any and all tort claims of any nature, including but not limited to claims for negligence, defamation, misrepresentation, false imprisonment, violation of public policy, fraud, or negligent or intentional infliction of emotional distress;
- (e) any and all claims under federal, state, or local statute or ordinance, including any

claims under the federal Fair Labor Standards Act; the California Labor Code (including but not limited to Labor Code section 132a and the Labor Code Private Attorneys General Act); the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991, 42 U.S.C. Section 1981; the Americans With Disabilities Act; the Employee Retirement Income Security Act; the Family and Medical Leave Act; the California Family Rights Act; the California Unfair Practices Act, codified at California Business & Professions Code §§ 17000 *et seq.*, California Business & Professions Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; the California Code of Regulations; any applicable California Industrial Welfare Commission Wage Orders; and any and all other laws and regulations relating to employment, in all of their iterations;

(f) any and all claims for interest, costs, compensatory damages, punitive damages, liquidated damages, penalties, or other relief; and

(g) any and all claims for attorneys' fees or costs, under federal, state and local law other than those provided for in the settlement of the Lawsuit.

3. Waiver of Unknown Claims. PLAINTIFF NAME acknowledges that **he** may hereafter discover claims or facts in addition to or different from those that he now knows or believes to exist with respect to the subject matter of this General Release, and with that knowledge intends to fully, finally, and forever settle and release both known and unknown claims against the Released Parties. PLAINTIFF NAME has read Section 1542 of the Civil Code of the State of California ("Section 1542"), which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

PLAINTIFF NAME hereby voluntarily waives any right or benefit that **he** has or may have under Section 1542, any similar law of any other jurisdiction, or any common law principles of similar effect, to the full extent that **he** may lawfully waive all such rights and benefits pertaining to the subject matter of this General Release, and elects to assume all risks for claims that now exist in **his** favor, whether known or unknown. Accordingly, this General Release includes within its effect claims and causes of action which PLAINTIFF NAME does not know or suspect to exist in **his** favor at the time of his execution hereof and, if the facts are hereafter found to be other than or different from the facts now believed to be true, this General Release shall remain effective.

4. PLAINTIFF NAME warrants and represents that **he** is the sole and lawful owner of all rights, title, and interest in and to all of the individual claims described above and that **he** has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity such claims or any part or

portion thereof.

5. This General Release is not intended to bar any claims that cannot be waived by law or the right to file a charge with or participate in or provide information in connection with any investigation or proceeding conducted by the California Department of Fair Employment and Housing, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or other government agency or self-regulatory body.

6. PLAINTIFF NAME'S Incentive Award shall not be considered wages and PLAINTIFF NAME will receive a Form 1099 reflecting such payment. PLAINTIFF NAME agrees that **he** alone is responsible for the tax consequences, including any penalties or interest, relating to the payment of PLAINTIFF NAME'S Incentive Award.

7. In the event the Court does not grant final approval of the settlement of the Lawsuit, then this General Release shall be null and void and PLAINTIFF NAME shall not receive any Incentive Award.

PLAINTIFF NAME ACKNOWLEDGES THAT **HE** HAS FULLY READ AND UNDERSTANDS THIS GENERAL RELEASE AND THAT **HE** IS SIGNING THIS GENERAL RELEASE KNOWINGLY, WILLINGLY, AND VOLUNTARILY ON THE DATE SET FORTH BELOW, AFTER HAVING ADEQUATE TIME TO REVIEW THIS GENERAL RELEASE AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF **HIS** CHOICE.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff \_\_\_\_\_

**EXHIBIT 2 to EXHIBIT A-SETTLEMENT  
AGREEMENT (Notice)**

**AMENDED NOTICE  
[TO BE SENT IN ENGLISH AND SPANISH]**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

*Salvador Ochoa and Hermelinda Aguilar v. CKE Restaurants Holdings, Inc., Carl's Jr. Restaurants LLC,  
Carl's Jr. Funding LLC, Case Nos. BC623041 & BC686601 (Los Angeles Superior Court)*

***This is a court approved Notice. Read it carefully!  
It is not a solicitation by a lawyer and you are not being sued.***

You are eligible to receive money from an employee lawsuit ("Lawsuit") against CKE Restaurants Holdings, Inc., Carl's Jr. Restaurants, LLC, Carl's Jr. Funding, LLC ("CKE"). The Lawsuit was filed by former employees Salvador Ochoa and Hermelinda Aguilar ("Plaintiffs") and seeks payment of (1) back wages, meal and rest period premium wages, and unreimbursed business expenses for a class of hourly paid non-exempt employees who worked at a corporate-owned Carl's Jr. Restaurant in California between June 8, 2012 and July 17, 2021 ("Class Members") and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly paid non-exempt employees who worked at a corporate-owned Carl's Jr. Restaurant in California between June 8, 2015 and July 17, 2021 ("PAGA Settlement Group Members"). The proposed Settlement has two main parts: a Class Settlement requiring CKE to make Individual Settlement Payments and a PAGA Settlement requiring CKE to make PAGA Individual Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

According to CKE's records, you worked for CKE at a corporate-owned Carl's Jr. Restaurant in California for \_\_\_\_\_ workweeks during the Class Period (June 8, 2012 to July 17, 2021) and \_\_\_\_\_ workweeks during the PAGA Period (June 8, 2015 to July 17, 2021). Based on the number of workweeks you worked for CKE at a corporate-owned CKE restaurant in California at least one day ("Workweeks"), **YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT IS \$ \_\_\_\_\_**, calculated as the sum of your Individual Class Payment (\$[amount]) (less withholding taxes) and your PAGA Individual Payment, if any, (\$[amount]). The Court has already preliminarily approved the proposed Settlement and approved this Notice. Because you received this Notice, the Court will presume you read it carefully and understood it.

At the [date] Final Approval Hearing the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Named Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). It will also decide whether to enter a judgment that requires CKE to make payments under the Settlement and requires Class Members and PAGA Settlement Group Members to give up their rights to assert certain future claims against CKE.

If you worked as an hourly-paid non-exempt employee for CKE at a corporate-owned restaurant in California between June 8, 2012 and July 17, 2021, you have two basic options:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or PAGA Individual Payment. As a Settlement Class Member, you will give up your right to personally assert Class Claims and PAGA Claims (if applicable) against CKE.
- (2) **Opt Out of the Class Settlement:** You can exclude yourself from the Class Settlement (opt out) by submitting a written request for exclusion to the Settlement Administrator via mail, facsimile, email or email through the case Settlement Website. Your request for exclusion must: 1) include your name, address and last four digits of your Social Security number, 2) include your

CLASS MEMBER NAME:  
CLASS MEMBER ID NUMBER:

**AMENDED NOTICE  
[TO BE SENT IN ENGLISH AND SPANISH]**

Class Member ID number as indicated on this Notice, 3) provide a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and 4) include your signature. Requests for exclusion signed by purported counsel, agents or representatives of Class Members are invalid. If a question is raised about the authenticity of a request for exclusion, the Settlement Administrator will have the right to require additional proof of the Class Member’s identity. A Class Member who does not submit a valid and timely request for exclusion as specified in this Notice and Settlement Agreement by the Response Deadline will be bound by all terms and conditions of the Settlement as approved by the Court. PAGA Settlement Group Members who opt out will still receive a PAGA Individual Payment and will still be bound by the settlement and release of the PAGA Claims, even if they submit a request for exclusion. You cannot opt out of the PAGA Settlement.

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTION IN THIS SETTLEMENT**

<p><b>You Don’t Have to Do Anything to Participate in the Settlement.</b></p>	<p>If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and if applicable, a PAGA Individual Payment. In exchange, you will give up your right to assert future wage and hour or, if applicable, PAGA penalty claims against CKE based on the Class Period and PAGA Period facts alleged in the Lawsuit, or that could have been alleged based on the facts in the Lawsuit.</p>
<p><b>You Can Opt Out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt Out Deadline is [date].</b></p>	<p>If you don’t want an Individual Settlement Payment, you can opt out of the Class Settlement by sending the Settlement Administrator a written request that includes: 1) your name, address and last four digits of their Social Security number, 2) your Class Member ID number as indicated on this Notice, 3) a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and 4) your signature. The request for exclusion can be sent to the Settlement Administrator by mail, facsimile, email or through the case Settlement Website at [website address]. Once excluded, you will not be a Settlement Class Member and will no longer be eligible for an Individual Settlement Payment. All Class Members who worked during the PAGA Period remain eligible to receive a PAGA Individual Payment and will give up their rights to pursue PAGA Claims against CKE during the PAGA Period based on the PAGA Claim facts alleged in the Lawsuit. Class Members who request to be excluded from the Settlement can’t object to the Class Settlement.</p>
<p><b>Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement.</b></p>	<p>Settlement Class Members who do not request exclusion from the Settlement can object to any aspect of the proposed Class Settlement, including the payment requested by Class Counsel and Named Plaintiffs, but not to the PAGA portion of the Settlement. The Court’s decision whether to finally approve the proposed Settlement will include a determination of how much of the Gross Settlement Amount will be paid to Class Counsel for attorneys’ fees and litigation costs and to the Class Representatives (Named Plaintiffs) who pursued the Lawsuit on behalf of the Class. Because every dollar</p>

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

	paid to Class Counsel and the Class Representatives reduces the amount paid to Settlement Class Members, you can object to the amounts requested by Class Counsel or the Class Representatives if you think they are unreasonable. See Section 7.F of this Notice.
<b>You Can Participate in the [date] Final Approval Hearing.</b>	The Court’s Final Approval Hearing is scheduled for [time] on [date] at the Los Angeles Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, Department 7. You can also appear remotely through L.A. Court Connect at <a href="https://my.lacourt.org">https://my.lacourt.org</a> .
<b>You Can Challenge the Calculation of Your Workweeks</b>	Your Individual Settlement Payment and PAGA Individual Payment (if applicable) will depend on how many Workweeks you worked at least one day during the Class Period and PAGA Period (if applicable) . According to CKE’s records, you have _____ Class Period Workweeks and _____ PAGA Period Workweeks. If you disagree with this calculation, you must challenge it by [date]. See Section 6 below.

- Capitalized terms not defined in this Notice are defined in the First Amended Stipulation and Settlement of Class Action and PAGA Claims (“Agreement”) filed with the Court. You can review a copy of the Agreement on the Settlement Website for this case at [website address].
- The Settlement will resolve the claims against CKE. CKE denies all allegations. The Court has not decided who is right in the Lawsuit.
- If you were employed as an hourly paid non-exempt employee during the Class Period only at a Carl’s Jr. franchised location, you are not a Class Member.
- If you were employed as an hourly paid non-exempt employee during the Class Period at both a CKE-owned Carl’s Jr. location in California and a Carl’s Jr. franchised location, you may be a Class Member and be eligible for a Settlement payment, but only for the time you worked at a CKE-owned Carl’s Jr. location.
- Your legal rights are affected *whether or not you act*. Read this Notice carefully.

**1. WHAT IS THIS NOTICE ABOUT?**

The Court has preliminarily approved the Settlement and has directed the Parties to notify the Class of the Settlement.

You have received this Notice because CKE’s records indicate that you may be a Class Member. This Notice is designed to inform you that you may be receiving a share of the Settlement payment, and to inform you of how you can elect not to participate in, or object to, the Settlement. The Superior Court of California, County of Los Angeles is in charge of the Lawsuit.

The Parties agreed to the Settlement to avoid the costs, uncertainty, and delay of further proceedings and the people affected will get the benefits of the Settlement. Named Plaintiffs and their attorneys think the Settlement is in the best interest of all Class Members.



**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

**2. WHAT IS THIS LAWSUIT ABOUT?**

The Named Plaintiffs in the Lawsuit claim, on behalf of themselves and other hourly paid non-exempt persons (regardless of job title or role) employed by CKE at a Carl's Jr. corporate owned restaurant location in California during the time June 8, 2012 through and including July 17, 2021, that CKE failed to provide their hourly, non-exempt employees with timely and compliant meal periods by systematically understaffing restaurants, and prohibiting employees from leaving the restaurant grounds for rest breaks as a matter of company policy. Additionally, Named Plaintiffs allege that CKE did not pay the one-hour wage penalty premium payment for meal period and rest period violations mandated by the California Labor Code. Named Plaintiffs also allege that CKE's policy of paying employees their wages through a pay card amounted to unlawful wage discounting because the fees that employees must pay at ATMs to withdraw their wages result in the forfeiture of earned wages. Named Plaintiffs also allege that CKE failed to reimburse employees for their required uniform maintenance and cleaning and did not compensate employees for time spent donning and doffing these uniforms. ("Class Claims")

The Lawsuit seeks relief under various California Labor Code provisions and section 17200 of the California Business and Professions Code. The Named Plaintiffs also seek penalties on behalf of the State of California under California's Private Attorneys General Act ("PAGA"). "PAGA Claims" means civil penalties, attorney's fees and costs sought by the Named Plaintiffs pursuant to Labor Code section 2698, the California Private Attorneys General Act of 2004 for alleged violations of Labor Code sections 201-203, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197 and 2802 that occurred during the PAGA Period. The PAGA Period is any time from June 8, 2015 through and including July 17, 2021.

CKE expressly denies all the Named Plaintiffs' allegations and instead contends that CKE committed no unlawful employment acts with respect to Class Members. The Court has not ruled whether either party is correct.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is an admission by CKE that the claims have merit, or that CKE has any liability to Named Plaintiffs or the proposed Class on the claims in the Lawsuit.

**3. WHAT IS A CLASS ACTION AND WHO IS INCLUDED IN THE SETTLEMENT?**

In a class action lawsuit, the class representatives (in this case, Salvador Ochoa and Hermelinda Aguilar) sue on behalf of themselves and other people with similar claims who are called Class Members. One court resolves the issues for all Class Members except those who exclude themselves from the Class.

You have received this Notice because CKE's records show that you fall within the following definition (the "Class"):

All hourly paid non-exempt persons (regardless of job title or role)  
employed by CKE Entities at a Carl's Jr. corporate owned restaurant  
location in California at any time beginning June 8, 2012 through and

**CLASS MEMBER NAME:**  
**CLASS MEMBER ID NUMBER:**

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

including July 17, 2021.

“Class Members” include each member of the Class and their agents, assigns, beneficiaries, heirs, guardians, and legal representatives.

In addition, Settlement resolves the PAGA Claims of PAGA Settlement Group Members, which includes:

All hourly paid non-exempt persons (regardless of job title or role) employed by CKE Entities at a Carl’s Jr. corporate owned restaurant location in California at any time beginning June 8, 2015 through and including July 17, 2021.

Excluded from the Settlement are those persons who have previously entered into a settlement with, and previously released, CKE Entities with regard to the Released Claims (defined in Section 4.G below).

**4. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?**

- A. The Settlement Fund is at least \$9,872,000. If the Class has more than 33,143 people in it, or if the number of workweeks worked by Class Members exceed one million five hundred sixty thousand three hundred twenty-eight (1,560,328), then the total Settlement Fund will increase by the percentage increase in Class size above thirty-one thousand eight hundred twenty-two (31,822), or by the percentage increase in workweeks above one million four hundred eighty-six thousand seventy-nine (1,486,079), whichever is greater. The Settlement Fund will fund payments to Settlement Class Members, as well as all other required payments under the Settlement, except the employer’s portion of payroll taxes, which will be paid separately by CKE.
- B. From this Settlement Fund, subject to the Court’s approval at the Final Approval Hearing, amounts will be deducted for (a) attorneys’ fees in the amount the Court approves, up to 35% of the total Settlement Fund (up to \$3,455,200); (b) costs incurred by Plaintiffs’ attorneys and others in the amount the Court approves, up to \$150,000; (c) incentive payments for the Named Plaintiffs, in the amount the Court approves (not to exceed \$10,000 for each Named Plaintiff); (d) a payment to the Settlement Administrator for the costs of administering the Settlement not to exceed \$110,000.00; and (e) a payment to the State of California for PAGA penalties, in the amount of \$75,000. The Settlement Administrator will not make any payments for attorneys’ fees, costs or incentive awards until after payments are mailed to Settlement Class Members.
- C. Any funds remaining after making all of these payments will be distributed to Settlement Class Members depending on the period of time worked during the Class Period.
- D. If there are any further remaining funds (for example, uncashed checks) 180 days after distribution of the last Settlement payment to Class Members, these funds will be used as a reserve fund to make payments and/or cover any additional necessary administration expenses resulting from any errors or disputes in the payments process.

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

Thereafter, these funds will be donated equally to the Legal Aid Foundation of Los Angeles and Restaurants Care (California Restaurant Foundation). No funds will revert to CKE.

- E. **You will be bound by this Settlement** unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked (if by mail) or sent (if by fax or email) by the deadline of **[date]**. If you do submit a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and will not receive a Settlement payment, but you will retain your existing right, if any, to pursue a claim against CKE on your own behalf.
- F. If the Court does not grant final approval, or if final approval is reversed in whole or in part on appeal, the Parties have no obligations under the Settlement, and Class Members will not receive payments.
- G. The Settlement includes a release. The Released Claims are all claims, injuries, demands, losses, damages, liquidated damages, punitive damages, exemplary damages, statutory damages, costs, expenses, restitution, compensation, equitable relief, wages, interest, penalties, suits, causes of action, attorneys' fees, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, in tort, contract, or for violation of any state or federal constitution, statute, rule, or regulation, based on direct or vicarious liability, and regardless of legal theory, that relate to, are based on, concern, or arise out of any of the allegations that were asserted or could have been asserted based on the facts alleged in the Lawsuit individually and on a class-wide basis against the Released Parties. The Released Claims include all causes of action that were delineated in the Lawsuit as well as all causes of action arising out of or that could have been pled based on the facts pleaded in the Lawsuit but which were not specifically delineated as a cause of action in the Lawsuit. The Released Claims include claims covered by: the California Labor Code, and in particular § 200 *et seq.*, including §§ 201 through 204, 210, 212, 218, 218.5, 218.6, 223, 226, 226.7, and 227.3, §§ 245-250, § 300 *et seq.*, § 400 *et seq.*, including §452, § 500 *et seq.*, including §§ 510 and 512, §§ 1174 and 1174.5, §§ 1194, 1194.1, 1197, 1198, and 1198.5, § 2802, and § 2810.3; the California Unfair Practices Act, codified at California Business & Professions Code §§ 17000 *et seq.*; California Business & Professions Code §§ 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and any other applicable provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations to the fullest extent permitted by law. The release applies to CKE Restaurants Holdings, Inc. ("CKE"), Carl Karcher Restaurants LLC, and Carl's Jr. Funding, LLC (collectively "CKE") and each of their respective current, former, and future parent companies, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past,

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

present and future, and all persons acting under, by, through, or in concert with any of them (collectively, the “Released Parties”). However, “Released Parties” does not include any Carl’s Jr. franchisee regarding claims arising during such franchisee’s ownership of said franchise. Additionally, this release will not apply to any claim arising as a result of employment with a Hardee’s, either corporate owned or franchise. This Release will be effective as of the date of the mailing of Settlement Payments after the Court grants final approval of the Settlement.

- H. The PAGA Claims released are for civil penalties, attorney’s fees and costs included in Plaintiff Ochoa’s notice to the LWDA dated February 24, 2016 and in Plaintiff Aguilar’s notice to the LWDA dated October 4, 2017 and incorporated by reference into the Lawsuit including for alleged violations of Labor Code sections 201-203, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197 and 2802 alleged to have occurred during the PAGA Period.
- I. Participating in this Settlement will not affect your right to assert claims against CKE that arise after July 17, 2021.

**5. HOW IS MY PAYMENT CALCULATED?**

Class Individual Settlement Payments: Each Class Member who does not submit a valid Request for Exclusion will receive an Individual Settlement Payment. To determine the amount each Settlement Class Member will receive, the Net Distribution Amount will be divided by the total number of workweeks (“Workweek Amount”) for all Settlement Class Members during the Class Period, excluding any workweeks worked by any member of the settlement class and subclasses included in the cases captioned *Cubias v. Carl Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537 pending in the Santa Barbara Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949 pending in the Los Angeles Superior Court) (the “*Cubias/Duarte Settlement*”) during the Class Period. Each Settlement Class Member will be paid a benefit amount equal to the Workweek Amount multiplied by that Settlement Class Member’s total number of workweeks actually worked during the Class Period and excluding periods of employment when no work was performed, such as absences due to vacation, illness, leaves of absence or jury duty.

PAGA Individual Payments: Each PAGA Group Settlement Member will receive a PAGA Individual Payment. To determine the amount of the PAGA Individual Payment each PAGA Settlement Group Member will receive, 25% of the total PAGA Payment, or \$25,000.00, will be divided by the total number of workweeks (“PAGA Settlement Workweek Amount”) for all PAGA Settlement Group Members during the PAGA Period, excluding any workweeks worked by any PAGA Settlement Group Member included in the cases captioned *Cubias v. Carl Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537 pending in the Santa Barbara Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949 pending in the Los Angeles Superior Court) (the “*Cubias/Duarte Settlement*”) during the PAGA Period. Each PAGA Settlement Group Member will be paid a benefit amount equal to the PAGA Settlement Workweek Amount multiplied by that PAGA Settlement Group Member’s total number of workweeks actually worked during the PAGA Period and excluding any periods of employment when no work was performed, such as absences due to vacation, illness, leaves of absence or jury duty.

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

**6. HOW MUCH MIGHT I RECEIVE?**

A. The amount of the Individual Settlement Payment and, if applicable, PAGA Individual Payment you will receive and the workweeks on which these payments are based are on the first page of this Notice. Note that the Settlement covers a limited period and this number is NOT the same as the total time you spent working for CKE. It just counts the workweeks you worked in California for CKE at a Carl's Jr. location during the limited timeframe covered by the Settlement and excludes any workweeks you worked if you are a member of the settlement class or subclasses in the *Cubias/Duarte* Settlement.

This is just an estimate of the workweeks you worked and your actual award may be more or less. Also, any payroll taxes and required withholdings will be deducted from your Individual Settlement Payment.

B. If you think the number of workweeks listed above is incorrect, you can contest this value by sending a statement to the Settlement Administrator at the contact information listed below. Your statement must be postmarked (if by mail) or sent (by fax or email) or through the Settlement Website for this case at [website] by the deadline of [date]. Your statement must include the number of workweeks that you believe is correct, and you must provide any supporting documentation you have, such as, by way of example, pay statements.

C. Contesting the number of workweeks will not remove you from the Settlement. The Settlement Administrator will consider input from both Parties and their counsel as well as the contents of your dispute and any documentation received and make a decision as to whether your payment should be modified by increasing or decreasing the number of credits awarded to you. The decision of the Settlement Administrator will be final and binding upon all Parties and upon you, and you will still be bound by the Settlement regardless of the outcome. If you do not want to be bound by the Settlement, you need to submit a Request for Exclusion as described below.

D. The Settlement Administrator will mail checks to the last known address of each Settlement Class Member for the amount of the Settlement benefit. A Settlement Class Member must cash their Settlement benefit check within 180 days after the date it is issued. If a Settlement benefit check is not cashed by the Settlement Class Member within that time, their check will be automatically canceled and will not be re-issued, and the funds represented by such check shall be used as a reserve fund to make payments and/or cover any additional necessary administration expenses resulting from any errors or disputes in the payments process. Thereafter, these funds will be donated equally and irrevocably to two non-profit organizations: the Legal Aid Foundation of Los Angeles and Restaurants Care (California Restaurant Foundation).

E. 20% of each Settlement benefit is intended to resolve that Settlement Class Member's claims for alleged unpaid wages, on which there will be appropriate tax withholding; and 80% of each Settlement Benefit is intended to resolve that Class Member's claims for alleged non-wage payments (including reimbursements and penalties) and interest, on which there will be no tax withholding. The Settlement Administrator shall issue

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

the appropriate IRS Forms W-2 and 1099 to each Settlement Class Member. But please be advised that you are responsible for all taxes, penalties and interest owed with respect to your Settlement benefit, regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with financial or tax advice.

- F. The judge supervising the Settlement will hold a Final Approval Hearing on [DATE] to decide whether to approve the Settlement. If the judge approves the Settlement at that time and there are no appeals, Settlement benefits are expected to be provided in [dates]. It is possible there will be appeals related to Final Approval, any Attorneys Fee Award, and Attorney Cost Award, or any Incentive Award. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. In the event an appeal is filed, there may be a delay in the provision of Settlement benefits. Please be patient. You may contact the Settlement Administrator for any updates.

**7. WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?**

- A. **Participating in the Settlement:** Unless you submit a written Request for Exclusion before the deadline, you will be part of the Settlement Class and you will be bound by the terms of the Settlement.
- B. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must mail, fax or email or submit a request through the Administrator's website for this case at [website] a written Request for Exclusion to the Settlement Administrator. The Request for Exclusion must include: 1) your name, address and last four digits of your Social Security number, 2) your Class Member ID number as indicated on this Notice, 3) a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and 4) your signature. The Request for Exclusion may not be signed by an agent or representative of the Class Member.
- C. The Request for Exclusion must be completed, signed, and submitted to the Settlement Administrator at the address identified below, postmarked (if by mail) or sent (if by fax or email or through the Settlement Website) no later than [date]. A Class Member who does not submit a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement and the Court's judgment, regardless of whether he or she has objected to the Settlement.
- D. Any person who submits a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Class, and will not be eligible to receive a Individual Settlement Payment. Any such person will retain the right, if any, to pursue a claim against CKE at his or her own expense.
- E. **Please note:** PAGA Settlement Group Members cannot exclude themselves from or object to the portion of the Settlement relating to claims under PAGA. This means that all PAGA Settlement Group Members, regardless of whether they submit a Request for Exclusion, will be bound by the Settlement and release of PAGA claims asserted in the Lawsuit and will receive a PAGA Individual Payment if the Settlement is

**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

approved by the Court.

**There will be no retaliation or adverse action taken against any Class Member because that Class Member participates in the Settlement, submits a Request for Exclusion, or objects to the Settlement.**

- F. **Objecting to the Settlement:** If you think the Class Settlement should not be approved, you may mail, fax or email or submit through the Settlement Website for this case at [website] an objection to the Settlement Administrator. You can object to any aspect of the proposed Class Settlement, including the payment requested by Class Counsel and the Plaintiffs. However, as a PAGA Settlement Group Member you cannot object to the PAGA portion of the Settlement. If the Court does not approve the Settlement, no Settlement payments will be sent out and the Lawsuit will continue. Submitting a written objection is not mandatory. You may also, or alternatively, appear in person, remotely (if it is allowed by the Court) or appear through counsel of your choice, paid at your own expense, and be heard at the time of the Final Approval Hearing. You are not required to attend the hearing.
- G. **If you submit a Request for Exclusion from the Settlement, you cannot *also* object to the Settlement. If a Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted, and the objection will be rejected.**
- H. All written objections and supporting papers must contain at least the following: (1) the objecting Class Member's full name, address, and signature; (2) the Class Member's unique assigned ID number (which can be found on this Notice form); and (3) a statement of the basis for each objection.
- I. All written objections and supporting papers must be mailed, faxed or emailed or uploaded through the Settlement Website at [website] to the Settlement Administrator at the Settlement Administrator's address below and be postmarked (if by mail) or sent (if by fax or email or uploaded) on or before [date].
- J. COVID-19 Considerations: Pursuant to General Order 2021-GEN-023-00 effective June 28, 2021, a copy of which is available at [www.lacourt.org](http://www.lacourt.org), please be aware that the Los Angeles County Superior Court has a mandatory face mask order in effect, and face masks must be worn over the nose and mouth at all times in all public courthouse spaces. The court's social distancing and/or mask requirements (or other COVID-19 related requirements) may change between the date of this Notice and the Final Approval Hearing. Thus, if you intend to appear at or attend the Final Approval Hearing, please check the Court's website at [www.lacourt.org](http://www.lacourt.org) for up to date information regarding social distancing procedures, mask requirements, and other COVID-19 considerations for attendance at hearings. You may also have the option to appear remotely. You can find instructions on how to set up a remote appearance, if it is allowed by the Court, at <https://www.my.lacourt.org>.
- K. Even if you object to the Settlement and the Settlement is approved by the Court, you will receive a Settlement benefit to which you are entitled and you will be bound by all of the Agreement's terms.



**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

**The Difference Between Objecting and Excluding Yourself from the Settlement:**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain as a Class Member. Excluding yourself is telling the Court that you do not want to be a Class Member, you do not want to be a part of the Class Claims portion of the Settlement, and you do not want to receive any of the benefits under the Agreement. If you exclude yourself, you have no basis to object to the Settlement or the Agreement, any requested award of attorneys' fees and expenses by Class Counsel, or any incentive award requested by Named Plaintiffs because those provisions of the Settlement will not affect you.

**8. THE SETTLEMENT ADMINISTRATOR**

Send any Request for Exclusion, workweek dispute, or Objection to the Settlement Administrator at the following mailing address, facsimile number, or email address:

[Administrator]  
[Contact information]  
[Settlement Website]

**9. CLASS COUNSEL**

Named Plaintiffs and the Class Members are represented by the following Class Counsel. Contact information for Class Counsel is provided below:

**Rastegar Law Group, A.P.C.**  
Farzad Rastegar  
Douglas W. Perlman  
22760 Hawthorne Boulevard, Suite 200  
Torrance, California 90505  
Tel. (310) 961-9600  
Fax. (310) 961-9094  
farzad@rastegarlawgroup.com  
douglas@rastegarlawgroup.com

**Mahoney Law Group, A.P.C.**  
Kevin Mahoney  
Katherine Odenbreit  
249 E. Ocean Blvd., Ste. 814  
Long Beach, CA 90802  
Telephone: (562) 590-5550  
Facsimile: (562) 590-8400  
kmahoney@mahoney-law.net  
kodenbreit@mahoney-law.net

**10. FINAL APPROVAL HEARING**

The Court has scheduled the Final Approval Hearing for [time] on [date] at the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved. The Court will also be asked to approve the requests for the Named Plaintiffs' Incentive Awards and Class Counsel's Fees and Costs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Final Approval Hearing, you should check the



**AMENDED NOTICE**  
**[TO BE SENT IN ENGLISH AND SPANISH]**

Court website at [www.lacourt.org](http://www.lacourt.org) to confirm the date and time, as the hearing may be rescheduled without further notice.

If the Court gives Final Approval to the Settlement, then it will enter a Final Approval Order and Judgment. If the Settlement is not finally approved, then the Lawsuit will proceed as if no settlement had been attempted or agreed upon. No benefits will be distributed. There can be no assurance that if the Settlement is not approved, the Class will recover more than is provided in the Settlement or even anything at all.

**11. GETTING MORE INFORMATION**

This Notice summarizes the proposed Settlement. For more precise terms and conditions of the Settlement, please visit the Settlement Website [\[website\]](#). You can also call [\[toll-free number\]](#) for more information. The Settlement Website provides the key documents related to this case and this Settlement.

**PLEASE DO NOT TELEPHONE THE COURT, CKE, OR CKE'S COUNSEL  
FOR INFORMATION. YOU MAY CALL CLASS COUNSEL LISTED ABOVE.**

Dated: [\[date\]](#)  
By order of the Court

***Salvador Ochoa / Hermelinda Aguilar***

***v.***

***Carl's Jr. Restaurants, LLC***

c/o Phoenix Settlement Administrators

PO Box 7208

Orange, CA 92863

***Important information enclosed regarding your  
rights under a class action settlement. Do not discard.***

***Información importante adjunta con respecto a sus derechos  
en virtud de un acuerdo de demanda colectiva. No descartar.***

<PSA ID>

<Contact>

<Address 1>

<City>, <State> <Zip>

**EXHIBIT 3 to EXHIBIT A-SETTLEMENT  
AGREEMENT**

1 Exhibit 3: [Proposed] Preliminary Approval Order  
2  
3  
4  
5  
6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**  
9

10 SALVADOR OCHOA, individually, and on  
11 behalf of all other similarly situated current and  
former employees of Defendants,

12 Plaintiff,

13 vs.

14 CKE RESTAURANTS HOLDINGS, INC., a  
15 Delaware Corporation; CARL'S JR.  
16 RESTAURANTS, LLC, a Delaware  
17 Corporation; CARL'S JR. FUNDING, LLC, a  
Delaware Corporation; and DOES 1 through 50,  
inclusive,

18 Defendants.  
19  
20

21 And Consolidated Case.  
22

Case No.: BC623041  
Consolidated Case No. BC686601

*Assigned for all purposes to the  
Honorable Amy D. Hogue, Dept. 7*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Complaint Filed: 6-8-2016  
Trial Date: None

1 Plaintiffs Salvador Ochoa and Hermelinda Aguilar, individually and on behalf of the  
2 State of California and all employees similarly situated (hereafter collectively referred to as  
3 “Named Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement (the  
4 “Motion”), which was heard on \_\_\_\_\_. In connection with the Motion, the Court  
5 considered the proposed class action Settlement Agreement (“Agreement”), the submissions of  
6 counsel, and all other papers filed in this Lawsuit. This Order incorporates by reference the  
7 definitions in the Agreement, and terms used herein shall have the same meaning as set forth in  
8 the Agreement. The Court having considered all papers, having heard oral argument on  
9 \_\_\_\_\_, and otherwise being fully informed and good cause appearing:

10 **IT IS HEREBY ORDERED THAT:**

11 1. The provisions of the Agreement are hereby preliminarily approved. The Court  
12 finds that the Settlement appears to be fair, adequate, and reasonable to the Class, free of  
13 collusion or indicia of unfairness, and within the range of possible judicial approval. The Court  
14 also finds that the Settlement resulted from arm’s length negotiations and is sufficient to warrant  
15 the dissemination of Notice to the Class Members.

16 2. The Court, for Settlement purposes only, finds that each of the requirements for  
17 certification of the Class set forth in Named Plaintiffs’ Motion are met pursuant to California  
18 Code of Civil Procedure section 382. In support of this ruling, the Court conditionally and  
19 preliminarily finds that: (a) there is an ascertainable and sufficiently numerous Class; (b) there is  
20 a well-defined community of interest, including that there are predominant common questions of  
21 law or fact, Named Plaintiffs’ claims are typical of the claims of the Class Members, and Class  
22 Counsel and Named Plaintiffs can adequately represent the Class; and (c) the class proceeding is  
23 superior.

24 3. Accordingly, pursuant to California Code of Civil Procedure section 382, and for  
25 purposes of, and solely in connection with, the Settlement, the Court hereby provisionally  
26 certifies the following Class:

27 **All hourly paid non-exempt persons (regardless of job title or**  
28 **role) employed by CKE Entities at a Carl’s Jr. corporate**  
**owned restaurant location in California at any time beginning**

1                   **June 8, 2012 through and including [DATE]. The Class**  
2                   **excludes those persons who have previously entered into a**  
3                   **settlement with, and previously released, CKE Entities with**  
4                   **regard to the Released Claims.**

5                   4.       If the Settlement is terminated, cancelled, or fails to become effective for any  
6                   reason, then provisional certification of the Class shall be void. In that event, the Parties and  
7                   Class members shall be returned to their respective statuses as of the date immediately prior to  
8                   the execution of the Agreement and the Parties shall proceed in all respects as if the Agreement  
9                   had not been executed and this Order shall not have any bearing on, nor shall it be admissible in  
10                  connection with, the issue of whether or not certification would be appropriate in a non-  
11                  settlement context.

12                 5.       The Court appoints and designates Salvador Ochoa and Hermelinda Aguilar as  
13                  class representatives.

14                 6.       The Court appoints and designates the following attorneys as Class Counsel for  
15                  the Class:

16                                   **Rastegar Law Group, A.P.C**

17                                   Farzad Rastegar  
18                                   Douglas W. Perlman  
19                                   22760 Hawthorne Boulevard, Suite 200  
20                                   Torrance, California 90505  
21                                   Tel. (310) 961-9600  
22                                   Fax. (310) 961-9094  
23                                   farzad@rastegarlawgroup.com  
24                                   douglas@rastegarlawgroup.com

25                                   **Mahoney Law Group, A.P.C.**

26                                   Kevin Mahoney  
27                                   Katherine Odenbreit  
28                                   249 E. Ocean Blvd., Ste. 814  
                                  Long Beach, CA 90802  
                                  Telephone: (562) 590-5550  
                                  Facsimile: (562) 590-8400  
                                  kmahoney@mahoney-law.net  
                                  kodenbreit@mahoney-law.net

1           7.       The Court appoints and designates Phoenix Settlement Administrators as the  
2 Settlement Administrator.

3           8.       The Court approves, as to form and content, the proposed Notice, attached as  
4 **Exhibit 2** to the Agreement, including the procedures for the Class Members to object to the  
5 Class Claims portion of the Settlement, and to request exclusion from the Class Claims portion  
6 of the Settlement.

7           9.       The Court finds that the Notice meets the requirements of California Code of  
8 Civil Procedure sections 382 and 581(k), California Rules of Court 3.766(d), and due process,  
9 and is the best means practicable of providing notice under the circumstances and when  
10 completed shall constitute due and sufficient notice of the Lawsuit, the Settlement, and the Final  
11 Approval Hearing to all persons affected by and/or authorized to participate in the Settlement.

12          10.       Accordingly, the Court orders that the Settlement Administrator provide Class  
13 Notice in the form and manner consistent with this Order and in accordance with the schedule  
14 below and using the procedures set forth in the Agreement.

15          11.       The Court directs the Settlement Administrator to comply with its duties and  
16 responsibilities as set forth in the Agreement.

17          12.       Administration Costs incurred by the Settlement Administrator in connection with  
18 the administration and implementation of the Settlement, distribution of Class Notice pursuant to  
19 the Agreement, distributing Settlement Benefits, and any other tasks assigned to the Settlement  
20 Administrator by the Agreement, by the Parties or by this Court, shall be paid out of the  
21 Settlement Fund.

22          13.       Any Class Member may choose to object to the Class Claims portion of the  
23 Settlement by submitting to the Settlement Administrator a written statement objecting to the  
24 Class Claims portion of the Settlement in accordance with the instructions set forth in the  
25 Agreement and the Notice, or by objecting at the Final Approval Hearing. Class Members who  
26 fail to either submit timely objections or make an objection at the Final Approval Hearing shall  
27 be deemed to have waived any objections and shall forever be foreclosed from making any  
28 objection (whether by appeal or otherwise) to the Settlement and shall be bound by the

1 Settlement if finally approved unless the Class Member excludes themselves from the Class  
2 Claims portion of the Settlement.

3 14. Any Class Member may choose to be excluded from the Class Claims portion of  
4 the Settlement by submitting to the Settlement Administrator a written statement requesting  
5 exclusion from the Class Claims portion of the Settlement in accordance with the instructions set  
6 forth in the Agreement and the Notice.

7 15. PAGA Settlement Group Members cannot exclude themselves from the PAGA  
8 Claims portion of the Settlement. Notwithstanding the submission of a request for exclusion by  
9 a PAGA Settlement Group Member, the PAGA Settlement Group Member will still be bound by  
10 the settlement and release of the PAGA Claims.

11 16. Class Members who have not requested exclusion from the Class Claims portion  
12 of the Settlement by submitting a valid and timely written request for exclusion in accordance  
13 with the instructions set forth in the Agreement and the Notice, or by objecting at the Final  
14 Approval Hearing, shall be bound by all determinations of the Court, the Agreement, and any  
15 Final Approval Order and Judgment entered by the Court.

16 17. Class Members who submit valid and timely written requests for exclusion in  
17 accordance with instructions set forth in the Agreement and the Notice, or by objecting at the  
18 Final Approval Hearing, shall not be bound by the Class Claims portion of the Settlement or any  
19 order entered by the Court approving the Settlement and shall not receive any Individual  
20 Settlement Payment or any other benefit under this Settlement. In addition, all PAGA Settlement  
21 Group Members, regardless of whether they submit a valid and timely written request for  
22 exclusion consistent with the Agreement will be bound by the settlement and release of the  
23 PAGA Claims.

24 18. Class Members who submit a valid and timely written request for exclusion from  
25 the Class Claims portion of the Settlement will not be permitted to object to the Settlement. Any  
26 written objection submitted by a Class Member who also submits a valid and timely written  
27 request for exclusion shall be deemed waived and shall not be considered by the Court at the  
28 Final Approval Hearing or otherwise.



1           19.    The provisions of the Agreement relating to Notice, exclusion from the  
2 Settlement, objection to the Settlement, and the Final Approval Hearing are deemed incorporated  
3 as if expressly set forth in this Order and have the full force and effect of an order of this Court.

4           20.    The Court orders the following schedule as set forth in the Agreement:

- 5           a.    Within forty-five (45) calendar days of the date of this Order, the CKE  
6                Entities shall use commercially reasonable efforts to provide the  
7                Settlement Administrator with the Class Member List specified in  
8                Paragraphs 10 and 76 of the Agreement.
- 9           b.    Within thirty (30) calendar days of receipt of the Class Member List, the  
10               Settlement Administrator shall send a copy of the Notice to all persons  
11               shown by CKE Entities' records to be Class Members, via First Class U.S.  
12               Mail, and make public the Settlement Website.
- 13           d.    All objections must be mailed by First Class U.S. Mail to the Settlement  
14               Administrator and postmarked on or before the sixtieth (60<sup>th</sup>) calendar day  
15               following the date Notice is mailed.
- 16           e.    All requests for exclusion must be mailed by First Class U.S. Mail to the  
17               Settlement Administrator and postmarked on or before the sixtieth (60<sup>th</sup>)  
18               calendar day following the date Notice is mailed.
- 19           f.    All challenges to the number of workweeks recorded on a Notice must be  
20               postmarked on or before the sixtieth (60<sup>th</sup>) calendar day following the date  
21               Notice is mailed.

22           21.    A Final Approval Hearing shall be held before this Court on  
23 \_\_\_\_\_, at \_\_\_ a.m./p.m. in Department 7 at 312 North Spring Street, Los  
24 Angeles, CA 90012, to determine all necessary matters concerning the Agreement, including  
25 whether the proposed Settlement is fair, adequate, and reasonable, whether this Court should  
26 grant Final Approval and enter the Final Approval Order and Judgment, and whether there  
27 should be any Attorney Fee Award, Attorney Cost Award, and/or Incentive Award, and the  
28

1 amounts of any such awards. The Court may adjourn or continue the Final Approval Hearing  
2 without further notice to the Settlement Class.

3 22. Named Plaintiffs will file all papers in support of the motion for Final Approval  
4 no later than Sixteen (16) Court days before the Final Approval Hearing.

5 23. Any objecting Class Member may appear, in person or by counsel, at the Final  
6 Approval Hearing to show cause why the Class Claims portion of the Settlement and the  
7 Agreement should not be approved as fair, adequate, and reasonable, or to object to any request  
8 for an Attorney Fee Award, Attorney Cost Award, or Incentive Award.

9 24. Nothing in this Order is, or may be construed as, an admission or concession on  
10 any point of fact or law by or against Named Plaintiffs or CKE Entities.

11 25. Pending the final determination of whether the Settlement should be approved, all  
12 proceedings in this Lawsuit, except as may be necessary to implement the Settlement or comply  
13 with the terms of the Settlement, are stayed.

14 26. Pending the final determination of whether the Settlement should be approved,  
15 Named Plaintiffs are hereby enjoined from commencing, pursuing, maintaining, enforcing, or  
16 prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative,  
17 arbitral, or other forum, against any of the Released Parties, provided that this injunction shall  
18 not apply to the claims of any Class Members who have timely and validly requested to be  
19 excluded from the Class Claims portion of the Settlement. Such injunction shall remain in force  
20 until the Effective Date or until such time as the Parties notify the Court that the Settlement has  
21 been terminated. This injunction is necessary to protect and effectuate the Settlement, this Order,  
22 and this Court's authority regarding the Settlement, and is ordered in aid of this Court's  
23 jurisdiction and to protect its judgments.

24 27. Class Counsel, CKE Entities, and the Settlement Administrator are directed to  
25 carry out their obligations under the Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_

Judge of the Superior Court

**EXHIBIT 4 to EXHIBIT A-SETTLEMENT  
AGREEMENT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

SALVADOR OCHOA, individually, and on behalf of all other similarly situated current and former employees of Defendants,

Plaintiff,

vs.

CKE RESTAURANTS HOLDINGS, INC., a Delaware Corporation; CARL'S JR. RESTAURANTS, LLC, a Delaware Corporation; CARL'S JR. FUNDING, LLC, a Delaware Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: BC623041  
Consolidated Case No. BC686601

*Assigned for all purposes to the Honorable Amy D. Hogue, Dept. 7*

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT**

Complaint Filed: 6-8-2016  
Trial Date: None

---

And Consolidated Case.

1 On \_\_\_\_\_, this Court entered its Preliminary Approval Order preliminarily  
2 approving the class action settlement set forth in the Settlement Agreement (the “Agreement”)  
3 finding that the settlement appeared fair, adequate, and reasonable, free of collusion or indicia of  
4 unfairness, and within the range of possible judicial approval, thereby warranting notice to the  
5 Class. Pursuant to California Code of Civil Procedure section 382, the Court also provisionally  
6 certified the following Class:

7 **All hourly paid non-exempt persons (regardless of job title or**  
8 **role) employed by CKE Entities at a Carl’s Jr. corporate**  
9 **owned restaurant location in California at any time beginning**  
10 **June 8, 2012 through and including [DATE]. The Class**  
11 **excludes those persons who have previously entered into a**  
12 **settlement with, and previously released, CKE Entities with**  
13 **regard to the Released Claims.**

14 Currently pending before the Court is the Motion for Final Approval of Class Action  
15 Settlement filed by Plaintiffs Salvador Ochoa and Hermelinda Aguilar, individually and on  
16 behalf of the State of California and all employees similarly situated (hereafter collectively  
17 referred to as “Named Plaintiffs”). Named Plaintiffs and Defendants CKE Restaurants Holdings,  
18 Inc. (“CKE”), Carl Karcher Restaurants LLC, and Carl’s Jr. Funding, LLC (hereafter collectively  
19 referred to as “CKE Entities”), are collectively referred to herein as the “Parties.” Due and  
20 adequate notice having been given of the Settlement, the Agreement, and of the Final Approval  
21 Hearing as required by the Preliminary Approval Order, and the Court having considered all  
22 papers, including all objections filed, having heard oral argument on \_\_\_\_\_, and  
23 otherwise being fully informed and good cause appearing:

24 **IT IS HEREBY ORDERED THAT:**

25 1. This Final Approval Order and Judgment incorporates the Agreement, as  
26 submitted to the Court with the Motion for Preliminary Approval of Class Action Settlement,  
27 filed on \_\_\_\_\_. This Final Approval Order and Judgment incorporates by  
28 reference the definitions in the Agreement, and terms used herein shall have the same meaning as  
set forth in the Agreement.

1           2.       This Court has jurisdiction over the subject matter of the Lawsuit and over all  
2 Class Members and PAGA Settlement Group Members and over those persons and entities  
3 undertaking affirmative obligations under the Agreement.

4           3.       The Court finds that the Agreement is reasonable and in the best interests of the  
5 Class as it will provide Class Members with substantial and immediate relief and allows Class  
6 Members to avoid the risk, expense, complexity, and likely duration of further litigation.

7           4.       Pursuant to California Code of Civil Procedure section 382, the Court hereby  
8 certifies for settlement purposes only the Class which it previously provisionally certified.

9           5.       The Court finds on the record before it that the Settlement Class satisfies the  
10 requirements for class certification under California Code of Civil Procedure section 382, for  
11 settlement purposes only, because (a) there is an ascertainable and sufficiently numerous Class;  
12 (b) there is a well-defined community of interest, including that there are predominant common  
13 questions of law or fact, Named Plaintiffs' claims are typical of the claims of the Class Members,  
14 and Class Counsel and Named Plaintiffs can adequately represent the Class; and (c) the class  
15 proceeding is superior.

16           6.       The Court hereby finds that the individual direct Notice given to Class Members  
17 (i) fairly and accurately described this lawsuit and the proposed Settlement; (ii) provided  
18 sufficient information so that Class Members were able to decide whether to exclude themselves  
19 from the Settlement or object to the Settlement; (iii) adequately described the manner in which  
20 Class Members could appear at the Final Approval Hearing; and (iv) provided the date, time, and  
21 place of the Final Approval Hearing. The Court hereby finds that the Notice was the best notice  
22 practicable under the circumstances and complied fully with California Code of Civil Procedure  
23 sections 382 and 581(k), California Rules of Court 3.766(d), due process, and all other applicable  
24 laws.

25           7.       The Court hereby finds there were \_\_\_\_\_ valid and timely written objections to  
26 the Class Claims portion of the Settlement and \_\_\_\_\_ valid and timely requests for exclusion  
27 from the Class Claims portion of the Settlement. The Parties demonstrated that none of the bases  
28

1 for objection are valid and accordingly any and all objections to the Settlement and the  
2 Agreement are hereby overruled.

3 8. The Court further finds that a full and fair opportunity has been afforded to the  
4 Settlement Class to opt out of and to object to the Class Claims portion of the Settlement and to  
5 participate in the Final Approval Hearing convened to determine whether the Settlement should  
6 be given Final Approval. Accordingly, the Court hereby determines that all members of the  
7 Settlement Class are bound by this Final Approval Order and Judgment. In addition, all PAGA  
8 Settlement Group Members, regardless of whether they submitted a valid and timely written  
9 request for exclusion consistent with the Agreement are bound by the settlement and release of  
10 the PAGA Claims.

11 9. The Court hereby finds that the Settlement set forth in the Agreement is in all  
12 respects fair, reasonable, and adequate and in the best interests of the Settlement Class. In  
13 addition, the Court finds that there was no collusion in connection with the Settlement, that the  
14 Settlement was the product of informed and arm's length negotiations among competent counsel,  
15 and that the record is sufficiently developed to have enabled Named Plaintiffs and CKE Entities  
16 to adequately evaluate and consider their respective positions. Accordingly, the Court hereby  
17 finally and unconditionally approves the Agreement.

18 10. The Court hereby finds that Class Counsel provided notice of the Settlement to  
19 the California Labor and Workforce Development Agency pursuant to Labor Code section  
20 2699(1)(2).

21 11. As of the date of the mailing of Settlement Payments, Named Plaintiffs and the  
22 Settlement Class will expressly fully release and forever discharge the Released Parties (as  
23 defined in Paragraph 34 of the Agreement) and will be thereby permanently barred and enjoined  
24 from commencing, pursuing, maintaining, enforcing, or prosecuting against the Released Parties,  
25 either directly or indirectly, on their own behalf, or on behalf of any class or other person or  
26 entity, in any action, regulatory action, arbitration, or Court or other proceeding of any kind, any  
27 and all claims, injuries, demands, losses, damages, liquidated damages, punitive damages,  
28 exemplary damages, statutory damages, costs, expenses, restitution, compensation, equitable



1 relief, wages, interest, penalties, suits, causes of action, attorneys' fees, obligations, rights, and  
2 liabilities of any nature, type, or description, whether known or unknown, contingent or vested,  
3 in law or in equity, in tort, contract, or for violation of any state or federal constitution, statute,  
4 rule, or regulation, based on direct or vicarious liability, and regardless of legal theory, that relate  
5 to, are based on, concern, or arise out of any of the allegations that were asserted or could have  
6 been asserted based on the facts alleged in the Lawsuit individually and on a class-wide basis  
7 against the Released Parties. The Released Claims include all causes of action that were  
8 delineated in the Lawsuit as well as all causes of action arising out of or that could have been  
9 pled based on the facts pleaded in the Lawsuit but which were not specifically delineated as a  
10 cause of action in the Lawsuit. The Released Claims include claims covered by: the California  
11 Labor Code, and in particular §§ 96 through 98.2 *et seq.*, § 200 *et seq.*, including §§ 201 through  
12 204, 210, 212, 218, 218.5, 218.6, 223, 226, 226.7, and 227.3, §§ 245-250, § 300 *et seq.*, § 400 *et*  
13 *seq.*, including §452, § 500 *et seq.*, including §§ 510 and 512, §§ 1174 and 1174.5, §§ 1194,  
14 1194.1, 1197, 1198, and 1198.5, § 2802, and § 2810.3; the Labor Code Private Attorneys  
15 General Act of 2004, codified at California Labor Code §§ 2698 *et seq.*; the California Unfair  
16 Practices Act, codified at California Business & Professions Code §§ 17000 *et seq.*; California  
17 Business & Professions Code §§ 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and  
18 any other applicable provision of the California Labor Code or any applicable California  
19 Industrial Welfare Commission Wage Orders, in all of their iterations to the fullest extent  
20 permitted by law. This permanent bar and injunction is necessary to protect and effectuate the  
21 Settlement, this Final Approval Order and Judgment, and this Court's authority to effectuate the  
22 Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

23       12. As of the date of the mailing of Settlement Payments, the PAGA Claims of  
24 Named Plaintiffs and the PAGA Settlement Group Members against the Released Parties will  
25 thereby be fully and forever compromised, released, resolved, relinquished, and discharged  
26 through the PAGA Period.

27       13. The Released Parties may file this Final Approval Order and Judgment in any  
28 other action that may be brought against them in order to support a defense or counterclaim

1 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment  
2 bar or reduction, or any other theory or claim preclusion or issue preclusion or similar defense or  
3 counterclaim.

4 14. In its Preliminary Approval Order, the Court appointed and designated Phoenix  
5 Settlement Administrators to act as the Settlement Administrator. Phoenix Settlement  
6 Administrators has acted as the Settlement Administrator and shall continue to act as the  
7 Settlement Administrator to perform those duties and responsibilities that remain under the  
8 Agreement and this Final Approval Order and Judgment.

9 15. Consistent with Paragraphs 92 and 15 of the Agreement, CKE Entities shall  
10 transfer the Gross Settlement Amount and Employer Taxes (as defined in the Agreement) in the  
11 amount of \$9,872,000.00 into the Settlement Fund. The Settlement Fund shall be established by  
12 the Settlement Administrator as a Qualified Settlement Fund pursuant to Section 468B(g) of the  
13 Internal Revenue Code, and all regulations promulgated thereunder for the purpose of  
14 administering the Settlement.

15 16. Within fifteen (15) days after receipt of CKE Entities' payment of the Gross  
16 Settlement Amount and Employer Taxes (as defined in the Agreement), the Settlement  
17 Administrator shall mail a check to the last known address of each Settlement Class Member for  
18 the amount of the Individual Settlement Payment.

19 17. Within fifteen (15) calendar days after receipt of CKE Entities' payment of the  
20 Gross Settlement Amount and Employer Taxes, the Settlement Administrator shall make the  
21 LWDA Payment in the amount of \$100,000 to the California Labor and Workforce Development  
22 Agency.

23 18. Within fifteen (15) days after receipt of CKE Entities' payment of the Gross  
24 Settlement Amount and Employer Taxes (as defined in the Agreement), but not before checks  
25 are mailed to Settlement Class Members, the Settlement Administrator shall pay the Attorney  
26 Cost Award from the Settlement Fund to Class Counsel in the amount of [\_\_\_\_\_].

27 19. Within fifteen (15) days after receipt of CKE Entities' payment of the Gross  
28 Settlement Amount and Employer Taxes (as defined in the Agreement), but not before checks

1 are mailed to Settlement Class Members, the Settlement Administrator shall pay the Incentive  
2 Award from the Settlement Fund to Plaintiffs in the amount of [\_\_\_\_\_].

3 20. Within fifteen (15) days after receipt of CKE Entities' payment of the Gross  
4 Settlement Amount and Employer Taxes (as defined in the Agreement), but not before checks  
5 are mailed to Settlement Class Members, the Settlement Administrator shall pay the Attorney  
6 Fee Award from the Settlement Fund to Class Counsel in the amount of [\_\_\_\_\_].

7 21. Individual Settlement Payments will go stale one hundred eighty (180) calendar  
8 days after issuance. Any funds remaining after Individual Settlement Payments that go stale will  
9 be used as a Reserve Fund to make payments, and/or cover any additional necessary  
10 administration expenses, resulting from any errors or disputes in the payments process.

11 22. A final accounting hearing will be held on \_\_\_\_\_, at \_\_\_ a.m./p.m. in  
12 Department 7 at 312 North Spring Street, Los Angeles, CA 90012, at which the Court will  
13 review a final report on all payments made from the Settlement Fund. At that time the Court will  
14 determine the amount of any remaining funds to be distributed to the entities selected by the  
15 parties, the Legal Aid Foundation of Los Angeles and Restaurants Care (California Restaurant  
16 Foundation), as set forth in Paragraphs 54 and 100 of the Agreement.

17 23. In the event that the Settlement does not become effective in accordance with the  
18 terms of the Agreement, then this Final Approval Order and Judgment shall be rendered null and  
19 void and be vacated, the Agreement and all orders entered in connection therewith shall be  
20 rendered null and void *ab initio*, and this Lawsuit shall be reinstated as it existed immediately  
21 prior to the execution of the Agreement. In that case, all communications, documents, filings,  
22 negotiations, and other actions taken to negotiate and pursue settlement through the Agreement,  
23 including the Agreement itself, shall be considered confidential settlement communications that  
24 cannot be used as evidence for any purposes whatsoever in the Lawsuit or any proceedings  
25 between the Parties or in any other action related to the Released Claims or otherwise involving  
26 the Parties or any of the Released Parties.



**EXHIBIT 5 to EXHIBIT A-SETTLEMENT  
AGREEMENT**

*Salvador Ochoa / Hermelinda Aguilar*

*v.*

*Carl's Jr. Restaurants, LLC*

c/o Phoenix Settlement Administrators

PO Box 7208

Orange, CA 92863

<PSA ID>

<Contact>

<Address 1>

<City>, <State> <Zip>