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Attorneys for Plaintiff Salvador Ochoa,
individually, and on behalf of all other similarly situated
current and former employees of Defendants

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,

v.

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.

And Consolidated Case.

Case No.: BC623041
Consolidated Case No. BC686601

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

**FIRST AMENDED STIPULATION AND
SETTLEMENT OF CLASS ACTION AND
PAGA CLAIMS**

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

1 This binding First Amended Stipulation and Settlement of Class Action and PAGA
2 Claims is made by and between Salvador Ochoa and Hermelinda Aguilar, individually
3 and on behalf of the State of California and all employees similarly situated (hereafter
4 collectively referred to as “Named Plaintiffs”), and CKE Restaurants Holdings, Inc.
5 (“CKE”), Carl Karcher Restaurants LLC, and Carl’s Jr. Funding, LLC (hereafter
6 collectively referred to as “CKE Entities”), on the other hand (all collectively referred to
7 as “the Parties”). In exchange for the promises detailed below, Named Plaintiffs and CKE
8 Entities have agreed to settle the consolidated class action matter *Salvador Ochoa and*
9 *Hermelinda Aguilar v. CKE Restaurants Holdings, Inc., Carl’s Jr. Restaurants LLC,*
10 *Carl’s Jr. Funding LLC, and Does 1 through 50*, Case Nos. BC623041 & BC686601,
11 Superior Court of the State of California, County of Los Angeles.

12 I. DEFINITIONS

13 As used herein, the following terms are defined as:

14 1. “Administration Costs” means the portion of the Gross Settlement Amount
15 authorized by the Court to be paid to the Settlement Administrator. “Administration
16 Costs” includes all actual and direct costs reasonably incurred by the Settlement
17 Administrator in administering the Settlement. The Settlement Administrator will charge
18 no more than one hundred ten thousand dollars (\$110,000.00) in Administration Costs for
19 its services.

20 2. “Agreement,” “Settlement,” or “Stipulation” mean this First Amended
21 Stipulation and Settlement of Class Action and PAGA Claims.

22 3. “Attorney Cost Award” means the portion of the Gross Settlement Amount
23 authorized by the Court to be paid to Class Counsel for costs expended in prosecuting the
24 Lawsuit.

25 4. “Attorney Fee Award” means the portion of the Gross Settlement Amount
26 authorized by the Court to be paid to Class Counsel for the services rendered in
27 prosecuting the Lawsuit.

28 5. “CKE Counsel” means Luanne Sacks of Sacks Law Office, Robert Bader of

1 Ricketts Case, LLP, and Tyler Woods of Fisher & Phillips LLP.

2 6. “Class” means all hourly paid non-exempt persons (regardless of job title or
3 role) employed by CKE Entities at a Carl’s Jr. corporate owned restaurant location in
4 California at any time beginning June 8, 2012 through and including July 17, 2021. The
5 Class excludes those persons who have previously entered into a settlement with, and
6 previously released, CKE Entities with regard to the Released Claims.

7 7. “Class Claims” means all Released Claims, except for the PAGA Claims.

8 8. “Class Counsel” and “Plaintiffs’ Counsel” mean and refer to Rastegar Law
9 Group, A.P.C and Farzad Rastegar and Douglas W. Perlman, of Rastegar Law Group,
10 A.P.C.; and Mahoney Law Group, A.P.C., and Kevin Mahoney and Katherine Odenbreit
11 of Mahoney Law Group, A.P.C.

12 9. “Class Member” means each member of the Class and their agents, assigns,
13 beneficiaries, heirs, guardians, and legal representatives.

14 10. “Class Member List” means a list including the names of all Class Members
15 along with:

- 16 a. The number of workweeks during which each Class Member recorded time
17 worked for any CKE Entity during the Class Period, excluding any
18 workweeks worked by any member of the settlement class and subclasses in
19 the cases captioned *Cubias v. Carl Karcher Enterprises, Inc.* (Judicial
20 Council Coordination Proceeding 4537 pending in the Santa Barbara
21 Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et al.,*
22 *v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949
23 pending in the Los Angeles Superior Court) during the Class Period.;
- 24 b. The last-known address, all phone number(s) and all email addresses that
25 the relevant CKE Entities have for each Class Member; and
- 26 c. The Social Security number associated with each Class Member.

27 11. “Class Period” means the time beginning June 8, 2012 through and
28 including the date Preliminary Approval of the Settlement is granted or July 17, 2021,

1 whichever is first.

2 12. “Complaint” means the operative consolidated complaint filed by the
3 Named Plaintiffs in the Lawsuit.

4 13. “Court” means the Superior Court of the State of California for the County
5 of Los Angeles to which the Lawsuit is currently assigned.

6 14. “Effective Date” means the following: If there are no objections to the
7 Settlement at the time that the Court grants Final Approval, or if any objections are made
8 and then withdrawn by the time that the Court grants Final Approval, the Effective Date
9 will be the date on which the Court enters Judgment and Final Approval of the Settlement.
10 If there are any objections which are made and not withdrawn by the time the Court grants
11 Final Approval, the Effective Date will be the date upon which the time to appeal the
12 Judgment has expired and no appeal has been filed; or, in the event of an appeal, the date
13 on which the Judgment of the Court is affirmed and all further appeal opportunities have
14 expired or been exhausted.

15 15. “Employer Taxes” means CKE’s share of corporate federal, state, and/or
16 local payroll taxes that is owed on the portion of any Settlement Class Member’s
17 Individual Settlement Payment that is attributed to claims for unpaid wages. “Employer
18 Taxes” will be paid separately from and in addition to the Gross Settlement Amount.

19 16. “Final Approval Hearing” means the hearing at which the Court considers
20 whether to approve the Settlement and to enter the Final Approval Order.

21 17. “Final Approval Order” or “Final Approval” means the Court’s Order
22 granting Final Approval of the Settlement. As set forth herein, when filing the motion for
23 Final Approval (“Final Approval Motion”), Plaintiffs shall submit to the Court a proposed
24 order substantially in the form of **Exhibit 4** hereto.

25 18. “Gross Settlement Amount” means the total amount that CKE Entities will
26 be required to pay by this Settlement as set forth in paragraph 49 herein.

27 19. “Incentive Award” means the portion of the Gross Settlement Amount
28 authorized by the Court to be paid to the Named Plaintiffs, in recognition of their efforts

1 in assisting with the prosecution of the Lawsuit on behalf of the Class Members and in
2 return for executing a General Release of all Claims against Released Parties in the form
3 of **Exhibit 1** hereto concurrently with the Final Approval Motion.

4 20. “Individual Settlement Payment” means the amount to be paid to an
5 individual Settlement Class Member from the Net Distribution Amount as set forth in this
6 Agreement.

7 21. “Judgment” means the final judgment approving the Settlement consistent
8 with California Rule of Court 3.769(h).

9 22. “Lawsuit” means the consolidated case captioned *Salvador Ochoa and*
10 *Hermelinda Aguilar v. CKE Restaurants Holdings, Inc., Carl’s Jr. Restaurants LLC,*
11 *Carl’s Jr. Funding LLC, and Does 1 through 50*, Case Nos. BC623041 & BC686601,
12 Superior Court of the State of California, County of Los Angeles.

13 23. “LWDA Payment” means seventy-five (75%) of the PAGA Payment to be
14 paid by the Settlement Administrator to the California Labor and Workforce Development
15 Agency (“LWDA”) from the Gross Settlement Amount fifteen (15) calendar days after
16 CKE Entities fund the Gross Settlement Amount consistent with the terms of this
17 Agreement.

18 24. “Net Distribution Amount” means the Gross Settlement Amount, as set
19 forth in paragraph 49 herein, less 1) the PAGA Payment; 2) any Attorney Fee Award; 3)
20 any Attorney Cost Award; 4) any Incentive Awards; and 5) Administration Costs.

21 25. “Notice” or “Notice Packet” means the “Notice of Class Action Settlement”
22 to be distributed to Class Members pursuant to the terms of this Agreement.

23 26. “PAGA Claims” means Named Plaintiffs’ representative claims seeking
24 penalties, attorneys’ fees and costs pursuant to Labor Code Private Attorneys General Act
25 of 2004, Labor Code section 2698, et seq. (“PAGA”) as set forth in Plaintiff Ochoa’s
26 notice to the LWDA dated February 24, 2016 and in Plaintiff Aguilar’s notice to the
27 LWDA dated October 4, 2017 and incorporated by reference into the Complaint,
28 including for alleged violations of Labor Code sections 201-203, 226, 226.7, 510, 512

1 1174, 1174.5, 1194, 1197, and 2802 alleged to have occurred during the PAGA Period.

2 27. “PAGA Individual Payment” means the amount to be paid to PAGA
3 Settlement Group Member from the PAGA Payment as set forth in this Agreement.

4 28. “PAGA Payment” means the portion of the Gross Settlement Amount
5 allocated to settle the PAGA Claims.

6 29. “PAGA Period” means the time period between June 8, 2015 through and
7 including July 17, 2021.

8 30. “PAGA Settlement Group Members” means all Class Members who worked
9 for CKE Entities during the PAGA Period. There are an estimated 14,800 PAGA
10 Settlement Group Members.

11 31. “Preliminary Approval Date” means the date that the Court enters the
12 Preliminary Approval Order.

13 32. “Preliminary Approval Hearing” means the hearing on Plaintiffs’
14 Preliminary Approval motion (“Preliminary Approval Motion”).

15 33. “Preliminary Approval Order” or “Preliminary Approval” means the Order
16 issued by the Court preliminarily approving the terms of the Settlement set forth in this
17 Agreement. As set forth herein, when filing the Preliminary Approval Motion, Named
18 Plaintiffs shall submit to the Court a proposed order substantially in the form of **Exhibit 3**
19 hereto.

20 34. “Released Claims” is defined as follows: all claims, injuries, demands,
21 losses, damages, liquidated damages, punitive damages, exemplary damages, statutory
22 damages, costs, expenses, restitution, compensation, equitable relief, wages, interest,
23 penalties, suits, causes of action, attorneys’ fees, obligations, rights, and liabilities of any
24 nature, type, or description, whether known or unknown, contingent or vested, in law or in
25 equity, in tort, contract, or for violation of any state or federal constitution, statute, rule, or
26 regulation, based on direct or vicarious liability, and regardless of legal theory, that relate
27 to, are based on, concern, or arise out of any of the allegations that were asserted or could
28 have been asserted based on the facts alleged in the Lawsuit individually and on a class-

1 wide basis against the Released Parties. The Released Claims include all causes of action
2 that were delineated in the Lawsuit as well as all causes of action arising out of or that
3 could have been pled based on the facts pleaded in the Lawsuit but which were not
4 specifically delineated as a cause of action in the Lawsuit. The Released Claims include
5 claims covered by: the California Labor Code, and in particular § 200 *et seq.*, including §§
6 201 through 204, 210, 212, 218, 218.5, 218.6, 223, 226, 226.7, and 227.3, §§ 245-250, §
7 300 *et seq.*, § 400 *et seq.*, including §452, § 500 *et seq.*, including §§ 510 and 512, §§
8 1174 and 1174.5, §§ 1194, 1194.1, 1197, 1198, and 1198.5, § 2802, and § 2810.3; the
9 California Unfair Practices Act, codified at California Business & Professions Code §§
10 17000 *et seq.*; California Business & Professions Code §§ 17200 *et seq.*; California Code
11 of Civil Procedure § 1021.5; and any other applicable provision of the California Labor
12 Code or any applicable California Industrial Welfare Commission Wage Orders, in all of
13 their iterations to the fullest extent permitted by law.

14 35. “Released Parties” means CKE Entities and each of their respective current,
15 former, and future parent companies, subsidiaries, divisions, and current and former
16 affiliated individuals and entities, legal successors, predecessors (including companies
17 they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of
18 their respective officers, partners, directors, owners, stockholders, servants, agents,
19 shareholders, members, managers, principals, investment advisors, consultants,
20 employees, representatives, attorneys, accountants, lenders, underwriters, benefits
21 administrators, investors, funds, and insurers, past, present and future, and all persons
22 acting under, by, through, or in concert with any of them (collectively, the “Released
23 Parties”). However, “Released Parties” does not include any Carl’s Jr. franchisee
24 regarding claims arising during such franchisee’s ownership of said franchise.
25 Additionally, this release will not apply to any claim arising as a result of employment
26 with a Hardee’s, either corporate owned or franchise.

27 36. “Response Deadline” means the date no later than sixty (60) calendar days
28 after the date the Notice Packets are mailed to Class Members by the Settlement

1 Administrator, on or before which a Class Member may: (1) validly submit a notice of
2 objection to the Settlement; (2) validly submit a request for exclusion from the Class
3 Claims; or (3) challenge with documentary evidence his or her Individual Settlement
4 Amount.

5 37. "Settlement Administrator" means Phoenix Class Action Administration
6 Solutions, the independent third party chosen jointly by the Parties to administer the
7 Settlement notification and payment process. The Parties, Class Counsel, and CKE
8 Counsel each represent they do not have any financial interest in the Settlement
9 Administrator or otherwise have a relationship with the Settlement Administrator that
10 could create a conflict of interest.

11 38. "Settlement Class" means Class Members excepting persons who properly
12 exclude themselves from the Settlement pursuant to the terms of this Agreement and the
13 Preliminary Approval Order.

14 39. "Settlement Class Member" means each member of the Settlement Class.

15 40. "Settlement Fund" means and refers to the Qualified Settlement Fund to be
16 established by the Settlement Administrator pursuant to Section 468B(g) of the Internal
17 Revenue Code and regulations promulgated thereunder into which CKE Entities will
18 deposit the Gross Settlement Amount.

19 II. RECITALS

20 41. This Stipulation is made by the Named Plaintiffs on behalf of themselves
21 and each of the other Class Members and the State of California on the one hand, and
22 CKE Entities on the other hand, and is subject to the approval of the Court.

23 42. Named Plaintiffs warrant and represent that, except for the interest of Class
24 Counsel with regard to attorney fees and costs, they are the sole and lawful owner of all
25 rights, title, and interest in and to all of their individual Released Claims and that they
26 have not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or
27 transferred or purported to sell, assign, or transfer to any other person or entity any of their
28 Released Claims or any part or portion thereof.

1 43. The Parties stipulate that, for purposes of certification of a settlement class
2 only, Named Plaintiffs are typical of other Class Members and can represent the Class.

3 44. The Parties stipulate that, for purposes of certification of a settlement class
4 only, common issues predominate in this matter such that certification of a settlement
5 class is appropriate.

6 45. The Parties will stipulate to the certification of class claims in the Lawsuit
7 for settlement purposes only. Nothing in this Agreement shall be taken as an admission
8 by CKE Entities that a class could appropriately be certified for any other purpose. If the
9 Settlement does not become effective or is cancelled or terminated for any reason, then
10 the Parties' agreement to class certification shall become null and void *ab initio* and shall
11 have no bearing on, and shall not be admissible in connection with, the issue of whether
12 certification would be appropriate in a non-settlement context.

13 46. The Parties have conducted significant investigation of the facts and law
14 during the prosecution of the Lawsuit. Discovery and investigation included: the
15 propounding of written discovery by both sides; the production of documents by both
16 sides; the depositions of Named Plaintiffs' and CKE Entities' witnesses; numerous
17 depositions of putative class members; numerous conferences between representatives of
18 the Parties; and three (3) mediation sessions with neutral third-party mediators.

19 47. Named Plaintiffs have entered into this Agreement based on a careful
20 evaluation of the extensive data, documents and discovery exchanged by the Parties as
21 well as independent investigation of the facts and research of the law relevant to this
22 matter. Named Plaintiffs continue to contend that the claims in the Lawsuit have merit,
23 but believe that this compromise of disputed claims is in the best interest interests of the
24 Class based on a careful analysis of the potential risks and benefits of continued litigation.
25 Nothing in this Agreement shall constitute an admission of the accuracy of any allegation
26 made by Named Plaintiffs or Class Counsel, or an admission of any liability, fault, or
27 wrongdoing by CKE Entities or any Released Party. This Agreement and the Settlement
28 may not be used by Named Plaintiffs or Class Counsel for any purpose other than to

1 obtain approval and enforce the terms of the Settlement and any order thereon. CKE
2 Entities deny all of the claims, contentions, and each and every allegation made by Named
3 Plaintiffs in the Lawsuit, and expressly deny any liability.

4 III. SETTLEMENT AMOUNT AND ALLOCATION

5 A. Gross Settlement Amount

6 48. The Parties agree to settle all claims included in the Lawsuit for a Gross
7 Settlement Amount of nine million eight hundred seventy-two thousand dollars
8 (\$9,872,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is
9 based on the assumption that there are approximately 31,822 class members who worked
10 approximately one million four hundred eighty-six thousand seventy-nine (1,486,079)
11 workweeks. The Gross Settlement Amount will not be increased if it is determined that
12 there are more than 31,822 Class Members unless the total Settlement Class is ultimately
13 determined to include 33,143 or more individuals, or the number of workweeks worked
14 by Class members exceed one million five hundred sixty thousand three hundred twenty-
15 eight (1,560,328). In that event, the Gross Settlement Amount will increase by the
16 percentage increase in Class size above thirty-one thousand eight hundred twenty-two
17 (31,822), or by the percentage increase in workweeks above one million four hundred
18 eighty-six seventy-nine (1,486,079), whichever is greater.

19 49. In no event shall the Gross Settlement Amount be more than nine million
20 eight hundred seventy-two thousand dollars (\$9,872,000.00) other than as provided in
21 Paragraphs 48 and 50, if applicable.

22 50. Other than the Employer Taxes (as defined in this Agreement), the Gross
23 Settlement Amount represents the total amount that CKE Entities will be required to pay
24 under this Agreement. All payments, other than the Employer Taxes, required by this
25 Agreement shall be paid out of the Gross Settlement Amount.

26 51. The entire Gross Settlement Amount shall be paid out and there will be no
27 reversion to any of CKE Entities.
28

1 **B. Calculation of Individual Settlement Payments and PAGA Individual Payments**

2 52. Each Class Member who has not submitted a valid request to be excluded
3 from the Class will receive an Individual Settlement Payment from the Net Distribution
4 Amount. There is no requirement to file or submit a claim form to receive an Individual
5 Settlement Payment. To determine the amount each Settlement Class Member will
6 receive, the Net Distribution Amount will be divided by the total number of workweeks
7 (“Individual Settlement Workweek Amount”) for all Settlement Class Members during
8 the Class Period, excluding any workweeks worked by any member of the settlement class
9 and subclasses in the cases captioned *Cubias v. Carl Karcher Enterprises, Inc.* (Judicial
10 Council Coordination Proceeding 4537 pending in the Santa Barbara Superior Court); and
11 *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises, Inc.*
12 (Judicial Coordination Proceeding 4949 pending in the Los Angeles Superior Court)
13 during the Class Period. Each Settlement Class Member will be paid a benefit amount
14 equal to the Individual Settlement Workweek Amount multiplied by that Settlement Class
15 Member’s total number of workweeks actually worked during the Class Period and
16 excluding periods of employment when no work was performed, such as absences due to
17 vacation, illness, leaves of absence or jury duty.

18 53. Each PAGA Settlement Group Member will receive a PAGA Individual
19 Payment. To determine the amount of the PAGA Individual Payment each PAGA
20 Settlement Group Member will receive, 25% of the PAGA Payment will be divided by the
21 total number of workweeks (“PAGA Settlement Workweek Amount”) for all PAGA
22 Settlement Group Members during the PAGA Period, excluding any workweeks worked
23 by any member of the PAGA Settlement Group Member in the cases captioned *Cubias v.*
24 *Carl Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537 pending
25 in the Santa Barbara Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. /*
26 *Patel, et al., v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949
27 pending in the Los Angeles Superior Court) during the PAGA Period. Each PAGA
28 Settlement Group Member will be paid a benefit amount equal to the PAGA Settlement

1 Workweek Amount multiplied by that PAGA Settlement Group Member’s total number
2 of workweeks actually worked during the PAGA Period and excluding periods of
3 employment when no work was performed, such as absences due to vacation, illness,
4 leaves of absence or jury duty.

5 54. The Settlement Administrator shall mail all Individual Settlement Payments
6 to Settlement Class Members and PAGA Individual Payments to PAGA Settlement Group
7 Members no later than forty-five (45) calendar days after CKE Entities fund the
8 Settlement Fund.

9 55. Individual Settlement Payments and PAGA Individual Payments will go
10 stale one hundred eighty (180) calendar days after issuance. Any funds remaining after
11 Individual Settlement Payments and PAGA Individual Payments go stale will be used as a
12 reserve fund to make payments, and/or cover any additional necessary administration
13 expenses, resulting from any errors or disputes in the payments process (“Reserve Fund
14 Payments”). Within fourteen (14) calendar days following the expiration of uncashed
15 checks representing Individual Settlement Payments and PAGA Individual Payments, the
16 Settlement Administrator shall prepare a report (“Report”) to be filed with the Court
17 stating the total sum of uncashed Individual Settlement Payment and PAGA Individual
18 Payment checks (less any Reserve Fund Payments) (the “Residual”). The Parties shall file
19 the Report with the Court within three (3) business days of receipt from the Settlement
20 Administrator. Consistent with California Code of Civil Procedure § 384, the Parties shall
21 prepare an Amended Judgment, directing that the Residual, together with interest thereon,
22 be divided evenly between, and paid to, the Legal Aid Foundation of Los Angeles and
23 Restaurants Care (California Restaurant Foundation). The Parties and their counsel
24 represent they do not have any interest in or connection to either of the charities
25 designated in this paragraph. The Parties shall lodge the Amended Judgment with the
26 Court within fourteen (14) calendar days of receipt of the foregoing Report from the
27 Settlement Administrator. The Settlement Administrator shall pay the Residual to the two
28 foregoing charities within seven (7) calendar days of entry of the Amended Judgment.

1 **C. Tax Allocation of Individual Settlement Payments**

2 56. The Individual Settlement Payment for each Settlement Class Member shall
3 be allocated as follows: (a) Eighty percent (80%) as alleged non-wage payments
4 (including claims for unreimbursed expenses, and penalties) and interest, on which there
5 will be no tax withholding; and (b) twenty percent (20%) as alleged unpaid wage
6 payments and subject to normal tax withholding.

7 57. All Individual Settlement Payments to Settlement Class Members will be
8 reported to the appropriate taxing authorities by the Settlement Administrator. The
9 Settlement Administrator shall report the portion allocated to wages (“Wage Component”)
10 on an IRS Form W-2, and shall report the portions allocated to unreimbursed expenses,
11 interest and penalties (the “Non-Wage Component”) on an IRS Form-1099 if the payment
12 exceeds the statutory minimum. Separately from and in addition to the Gross Settlement
13 Amount, CKE Entities shall be responsible for paying Employer Taxes on the Wage
14 Component of the Individual Settlement Payments. With the sole exception of Employer
15 Taxes, all taxes will be paid from the Gross Settlement Amount. The Settlement
16 Administrator shall pay all taxes withheld from Settlement Class Members’ Individual
17 Settlement Payments to the appropriate taxing authority out of the Gross Settlement
18 Amount.

19 **D. PAGA Payment**

20 58. One hundred thousand dollars (\$100,000) of the Gross Settlement Amount
21 (the PAGA Payment) will be designated as payment in settlement of the PAGA Claims.
22 Of this amount, 75% (\$75,000) will be paid to the LWDA (the LWDA Payment) no later
23 than forty-five (45) calendar days after the Effective Date. The remaining 25% (\$25,000)
24 will be paid to the PAGA Settlement Group Members.

25 59. PAGA Individual Payments for each PAGA Settlement Group Member will
26 not be subject to tax withholdings and will be reported by the Settlement Administrator on
27 an IRS Form 1099-MISC.

28 60. The PAGA Payment reflects value negotiated between the Parties, each of

1 whom made an independent assessment as to the likely outcome of the PAGA Claims.
2 The Parties agree that the Court may adjust the allocation of the PAGA Payment and such
3 adjustment shall be binding on the Parties and not constitute grounds for cancellation of
4 this Settlement or the individual general releases. If the Court approves a PAGA Payment
5 of less than one hundred thousand dollars (\$100,000.00), the remainder will be retained in
6 the Net Distribution Amount.

7 61. Notwithstanding the foregoing, no modification of the amount of the PAGA
8 Payment or LWDA Payment by the Court shall constitute grounds for cancellation of this
9 Settlement or the individual general releases.

10 **E. Incentive Awards and Named Plaintiffs' General Release**

11 62. Named Plaintiffs will apply for, and CKE Entities will not oppose or object
12 to, the following Incentive Awards: ten thousand dollars (\$10,000.00) to each Named
13 Plaintiff who executes a broad general release in the form of **Exhibit 1** attached hereto,
14 which will be effective upon payment of the Incentive Award.

15 63. The total amount of any Incentive Awards awarded by the Court to Named
16 Plaintiffs shall be paid from the Gross Settlement Amount. The Parties agree to be bound
17 by any Incentive Awards to Named Plaintiffs approved by the Court at the time of Final
18 Approval. The amount of any Incentive Awards approved by the Court to Named
19 Plaintiffs shall be paid from the Gross Settlement Amount, and CKE shall have no further
20 obligation to pay any amount to Named Plaintiffs apart from their proportional payments
21 from the Net Distribution Amount. The Settlement Administrator will not distribute any
22 Incentive Awards to Named Plaintiffs before Individual Settlement Payments are mailed
23 to the Settlement Class.

24 64. Named Plaintiffs agree that any Incentive Awards they may receive shall
25 not be considered wages and the Settlement Administrator shall issue each Named
26 Plaintiff a Form 1099 reflecting any such payment. Named Plaintiffs agree that they alone
27 are responsible for the tax consequences, including any penalties or interest, relating to the
28 payment of any Incentive Awards.

1 65. Notwithstanding the foregoing, neither the denial of, an appeal of, a
2 modification of, nor a reversal on appeal of any Incentive Award shall constitute grounds
3 for cancellation of this Settlement, or the individual general releases.

4 66. If the Court awards less than the requested Incentive Awards to Named
5 Plaintiffs, the remainder will be added back into the Gross Settlement Amount for
6 distribution to Settlement Class Members.

7 **F. Attorneys' Fees and Costs**

8 67. Class Counsel will apply to the Court for an Order approving the payment
9 of an Attorney Fee Award to Class Counsel, which amount may not collectively exceed
10 three million four hundred fifty-five thousand two hundred dollars (\$3,455,200.00), which
11 is 35% of the Gross Settlement Amount. CKE Entities agree not to object to any request
12 for Attorneys' Fees by Plaintiffs' Counsel that does not exceed 35% of the Gross
13 Settlement Amount.

14 68. Class Counsel will apply to the Court for an Order approving the payment
15 of an Attorney Cost Award of up to one hundred fifty thousand dollars (\$150,000.00) in
16 costs ("Attorneys' Costs") incurred by Class Counsel throughout the course of the
17 Lawsuit.

18 69. The total amount of any Attorney Fee Award awarded by the Court to Class
19 Counsel shall be paid from the Gross Settlement Amount, and CKE Entities shall have no
20 obligation to pay Class Counsel any additional amount for Attorneys' Fees. Named
21 Plaintiffs and Class Counsel agree to be bound by any Attorney Fee Award issued by the
22 Court at the time of Final Approval. The Settlement Administrator will not distribute any
23 Attorney Fee Award to Class Counsel before Individual Settlement Payments are mailed
24 to the Settlement Class.

25 70. The total amount of any Attorney Cost Award awarded by the Court to
26 Class Counsel shall be paid from the Gross Settlement Amount, and CKE Entities shall
27 have no obligation to pay Class Counsel any additional amount for Attorneys' Costs.
28 Plaintiffs' Counsel agree to be bound by any Attorney Cost Award issued by the Court at

1 the time of Final Approval. The Settlement Administrator will not distribute any
2 Attorney's Cost Award to Class Counsel before Individual Settlement Payments are
3 mailed to the Settlement Class.

4 71. If the Court awards less than 35% of the Gross Settlement Amount for
5 Attorneys' Fees, the remainder will be added back into the Gross Settlement Amount for
6 distribution to Settlement Class Members

7 72. If the Court awards less than the amount requested by Class Counsel for
8 Attorneys' Costs, the remainder will be added back into the Gross Settlement Amount for
9 distribution to Settlement Class Members.

10 73. Notwithstanding the foregoing, neither the denial of, an appeal of, a
11 modification of, nor a reversal on appeal of any Attorney Cost Award or Attorney Fee
12 Award shall constitute grounds for cancellation or termination of this Agreement or the
13 Settlement.

14 **IV. PRELIMINARY APPROVAL**

15 74. Named Plaintiffs shall be responsible for filing the Preliminary Approval
16 Motion with the Court, and shall request that the Court enter an order substantially in the
17 form of **Exhibit 3** hereto. Named Plaintiffs will file this Agreement concurrently with the
18 Preliminary Approval Motion. Named Plaintiffs shall submit a copy of the Preliminary
19 Approval Motion and this Agreement to the LWDA concurrently with their filing to
20 comply with Cal. Lab. Code § 2699(1)(2 & 4).

21 75. Named Plaintiffs will provide a draft copy of the Preliminary Approval
22 Motion and supporting declarations to CKE Counsel no less than five (5) business days
23 prior to filing and will work with CKE Counsel in good faith to make the Preliminary
24 Approval Motion acceptable to CKE Entities.

25 **V. CLASS NOTICE PROCESS**

26 **A. Settlement Administrator**

27 76. The notice and payment process will be handled by the Settlement
28 Administrator. The duties of the Settlement Administrator will include compiling the list

1 of Class Members from the Class Member List, handling all mailings to the Class
2 Members, tracing undeliverable mailings, recording and tracking responses to the mailing
3 to the Class Members, responding to inquiries made by Class Members, calculating
4 Individual Settlement Payments and PAGA Individual Payments, resolving any issues that
5 may arise concerning whether an individual is a Class Member and/or the number of
6 workweeks worked by each Class Member, issuance and mailing of Individual Settlement
7 Payments and PAGA Individual Payments and all appropriate tax documentation as
8 described in this Agreement, reporting payment of the Individual Settlement Payments to
9 all required taxing and other authorities, taking appropriate tax withholding from the
10 Individual Settlement Payments as described in this Agreement, and other related tasks as
11 mutually agreed to by the Parties. It is also understood that the Settlement Administrator
12 will establish the Settlement Fund for the purpose of administering this Settlement. The
13 Parties agree to ask that the Court authorize payment to the Settlement Administrator from
14 the Gross Settlement Amount for the reasonable costs, fees, expenses and liabilities
15 incurred by the Settlement Administrator in providing the services described by this
16 Agreement in an amount not to exceed one hundred ten thousand dollars (\$110,000). CKE
17 Entities shall have no obligation to pay any amount for Administration Costs beyond the
18 payment of the Gross Settlement Amount.

19 77. If a Class Member requests that the Settlement Administrator and/or its
20 agent or employee refer him/her to Class Counsel, or if a Class Member requests advice
21 beyond merely ministerial information regarding applicable deadlines or procedures for an
22 objection, or for requesting exclusion from the Settlement or other Settlement-related
23 forms or documents for which the Settlement Administrator does not have an approved
24 response, then the Settlement Administrator and/or its agent or employee shall promptly
25 refer the inquiry to Class Counsel.

26 **B. Class Member List**

27 78. Within forty-five (45) calendar days after Preliminary Approval, CKE
28 Entities shall use commercially reasonable efforts to provide the Settlement Administrator

1 with the Class Member List. This information shall be provided to Plaintiffs or Class
2 Counsel with personal identifiable information redacted.

3 **C. Notice to Class, Website, and Telephone Access**

4 79. Within thirty (30) calendar days after receiving the Class Member List, the
5 Settlement Administrator will provide to each Class Member, via First Class U.S. Mail,
6 Notice of the Settlement. The Notice will be mailed in English and in Spanish. Plaintiffs
7 shall submit to the Court for approval a Notice and envelope enclosing the Notice in the
8 form attached hereto as **Exhibit 2**. Each Notice shall include a unique ID number for the
9 Class Member to whom it is sent and provide an estimated Individual Settlement Payment
10 amount for that Class Member. The Notice shall also explain that PAGA Settlement
11 Group Members cannot exclude themselves from the PAGA Claims portion of the
12 Settlement. Notwithstanding the submission of a request for exclusion by a PAGA
13 Settlement Group Members, the PAGA Settlement Group Member will still be bound by
14 the settlement and release of the PAGA Claims. Notwithstanding the foregoing, the
15 Parties agree that the Court may modify the Notice and such modification will not
16 constitute grounds for cancellation of this Settlement or the individual general releases.

17 80. The Settlement Administrator shall perform a single skip trace using
18 information identifying the Class Member, as necessary, to conduct an address update on
19 any Notices returned to the Settlement Administrator as undeliverable. The Settlement
20 Administrator shall re-mail all Notices to new addresses (if applicable) within three (3)
21 business days of obtaining such new addresses.

22 81. The Settlement Administrator shall also maintain a toll-free telephone line
23 that shall be staffed by live operators during business hours and provide automated
24 Interactive Voice Response with the ability for Class Members to leave messages during
25 non-business hours. The Settlement Administrator shall maintain the toll-free telephone
26 line for sixty (60) calendar days after the Individual Settlement Payments are distributed
27 to the Class Members.

28

1 82. Within thirty (30) calendar days after receiving the Class Member List, the
2 Settlement Administrator shall establish and make public an internet website (the
3 “Settlement Website”), with a domain name approved by Named Plaintiffs and CKE
4 Entities. The Settlement Website will be in a form approved by the Parties. The
5 Settlement Administrator shall publish on the Settlement Website the Complaint, this
6 Agreement, the Preliminary Approval Motion, the Order Granting Preliminary Approval,
7 the Notice to Class Members, and instructions for Class Members to submit objections or
8 exclusion requests.

9 83. The Settlement Administrator shall maintain, and not take down, the
10 Settlement Website until two hundred (200) calendar days after the Effective Date, at
11 which time the Settlement Administrator will deactivate the Settlement Website so that it
12 can no longer be accessed.

13 **D. Objections and Opt-Outs**

14 84. Any Class Member who wishes to object to any term of the Settlement must
15 submit a written objection to the Settlement Administrator via mail, facsimile, or email.
16 In order to be valid, the objection must be postmarked (if by mail) or sent (if by facsimile
17 or email) by the Response Deadline. The written objection must include the Class
18 Member’s ID number as indicated on the Notice and state the grounds for the objection.
19 In lieu of a written objection, Class Members may also appear at the Final Approval
20 Hearing to make an objection. Class Members who do not submit a written objection
21 substantially in the manner required by this paragraph and by the Response Deadline or
22 make an objection at the Final Approval Hearing shall be deemed to have waived any
23 objections to the Settlement. Any Class Member whose Notice is re-mailed will have until
24 the Response Deadline or an additional fifteen (15) calendar days, whichever is later to
25 submit a written objection or opt-out request.

26 85. Any Class Member who wishes to exclude himself or herself from the
27 Settlement must submit a written request for exclusion from the Class Claims to the
28 Settlement Administrator via mail, facsimile, email, or email through the Settlement

1 Website. In order to be valid, the request for exclusion must be postmarked (if by mail) or
2 sent (if by facsimile or email) no later than the Response Deadline. A Class Member's
3 request for exclusion must 1) set forth the Class Member's name, address and last four
4 digits of their Social Security number, 2) include the Class Member's ID number as
5 indicated on the Notice, 3) provide a clear and unequivocal statement that the Class
6 Member wishes to be excluded from the Settlement Class and 4) be signed by the Class
7 Member him or herself. Requests for exclusion signed by purported counsel, agents or
8 representatives of Class Members are invalid. If a question is raised about the authenticity
9 of a request for exclusion, the Settlement Administrator will have the right to require
10 additional proof of the Class Member's identity. A Class Member who does not complete
11 and submit a valid and timely request for exclusion as specified in this paragraph by the
12 Response Deadline will be bound by all terms and conditions of the Settlement as
13 approved by the Court. PAGA Settlement Group Members will still be bound by the
14 settlement and release of the PAGA Claims, even if they submit a request for exclusion.

15 86. Any Class Members who wish to contest the number of workweeks
16 recorded must submit a written dispute (contained in the Class Member's Settlement
17 Allocation form) together with any supporting documentation to the Settlement
18 Administrator via mail, facsimile, email, or email through the Settlement Website. In
19 order to be valid, the dispute must be postmarked (if by mail) or sent (if by facsimile or
20 email) by the Response Deadline. The form must state the number of workweeks that the
21 Class Member believes he or she is entitled to receive. The Settlement Administrator
22 shall inform counsel for the Parties of each dispute received. The Settlement
23 Administrator will consider input from both Parties and their counsel as well as the
24 contents of the dispute and any documentation received and make a decision as to whether
25 the Class Member's payment should be modified by increasing or decreasing the number
26 of credits awarded to the Class Member. The decision of the Settlement Administrator
27 will be final and binding upon all Parties and the Class Member.

28 87. At no time shall any of the Parties or their counsel or agents seek to solicit

1 or otherwise take any action to encourage Class Members or any other persons to submit
2 written objections to or requests for exclusion from the Class Claims; nor shall any of the
3 Parties or their counsel take any action to encourage Class Members or any other persons
4 to appeal from any order(s) or judgment approving this Settlement.

5 88. The Named Plaintiffs will not object to the Settlement or request exclusion
6 from the Class Claims; nor will they take any action to encourage other Class Members to
7 do so.

8 89. The Settlement Administrator shall provide a weekly status report to Class
9 Counsel and CKE Counsel reflecting the number of returned and undelivered Notices and
10 the number of skip-traced and re-mailed Notices, and any objections, requests for
11 exclusion or disputes received.

12 90. No later than seventy-five (75) calendar days after the initial mailing of the
13 Notice to Class Members, the Settlement Administrator will provide to the Parties a
14 declaration attaching all objections, requests for exclusion, and challenges to estimated
15 Individual Settlement Payments and reporting on the results of the Notice mailing.

16 91. If two percent (2%) or more of the total number of the Class Members to
17 whom a Class Notice is sent, or if Class Members to whom a Class Notice is sent who
18 represent more than three percent (3%) of workweeks attributable to Class Members
19 request to exclude themselves from the settlement, CKE Entities will have the option, at
20 their sole discretion, of canceling the settlement in its entirety; provided, however, that
21 CKE Entities must notify Class Counsel and the Court in writing that they are exercising
22 such option within fourteen (14) calendar days after being notified by the Settlement
23 Administrator of the number of Settlement Class Members who have timely requested
24 exclusion, and CKE Entities will pay all costs and fees incurred by the Settlement
25 Administrator. Named Plaintiffs agree that they will not seek to exclude themselves from,
26 opt-out of, or object to the settlement.

27 VI. RELEASE OF CLAIMS

28 92. As of the date of the mailing of Individual Settlement Payments, except with

1 respect to the obligations arising out of the Settlement Agreement and in consideration of
2 the payments and terms set forth herein, Named Plaintiffs and the Settlement Class
3 expressly, to the fullest extent permitted by law, fully and forever compromise, release,
4 resolve, relinquish, and discharge the Released Parties, individually and on a class-wide
5 basis, the Released Claims as defined in Paragraph 34.

6 93. As of the date of the mailing of PAGA Individual Payments, except with
7 respect to the obligations arising out of the Settlement, all PAGA Claims of Named
8 Plaintiffs and the PAGA Settlement Group Members against the Released Parties are fully
9 and forever compromised, released, resolved, relinquished, and discharged through the
10 PAGA Period. For the avoidance of doubt, as of the date of mailing of PAGA Individual
11 Payments, the PAGA Settlement Group Members are bound by the settlement of the
12 PAGA Claims, regardless of whether they exclude themselves from the Class.

13 VII. PAYMENT OF SETTLEMENT FUNDS

14 94. CKE Entities will transfer to the Settlement Administrator the Gross
15 Settlement Amount and the amount of Employer Taxes via wire transfer within thirty (30)
16 calendar days of the Effective Date.

17 95. Within fifteen (15) calendar days after receiving the Gross Settlement
18 Amount, the Settlement Administrator will (a) pay to Settlement Class Members the
19 Individual Settlement Amounts by check (which shall state the void date); (b) pay to the
20 LWDA the LWDA Payment; (c) pay any Incentive Awards approved by the Court to the
21 Named Plaintiffs who have executed general releases as provided in paragraphs 63-67 to
22 this Agreement; (d) pay to Class Counsel any Attorney Fee Award and Attorney Cost
23 Award approved by the Court; and (e) pay to the Settlement Administrator its reasonable
24 fees and expenses as approved by the Court. Named Plaintiffs shall submit to the Court
25 for approval an envelope enclosing the Individual Settlement Amount checks in the form
26 attached hereto as **Exhibit 5**. Incentive Awards will be paid by check to Named Plaintiffs
27 to be delivered via overnight mail to the office of Class Counsel. Attorney Fee Award
28 and Attorney Cost Award will be paid to Class Counsel via wire transfer.

1 amount properly payable for (i) the Attorney Fee Award, (ii) the Attorney Cost Award,
2 (ii) any Incentive Awards, (iii) Administration Costs, and (iv) the PAGA Payment and
3 LWDA Payment. The Final Approval Hearing shall not be held earlier than thirty (30)
4 calendar days after the Response Deadline. Plaintiffs' Counsel will prepare the Final
5 Approval Motion, and shall request that the Court enter an order substantially in the form
6 of **Exhibit 4** hereto. Plaintiffs will make the Final Approval Motion and supporting
7 declarations available to CKE at least five (5) business days prior to the filing of the Final
8 Approval Motion and will work with CKE in good faith to make the Final Approval
9 Motion acceptable to CKE. Plaintiffs shall lodge with their Final Approval Motion a
10 Proposed Final Approval Order and a Judgment.

11 102. The Proposed Final Approval Order shall include a date for a final
12 accounting hearing at which the Court will review a final report on all payments made
13 from the Settlement Fund and authorize distribution of any remaining funds to the Legal
14 Aid Foundation of Los Angeles and Restaurants Care (California Restaurant Foundation).

15 103. After entry of the Final Approval Order and Judgment, the Court shall have
16 continuing jurisdiction to enforce the terms of this Agreement, the Final Approval Order,
17 and the Judgment.

18 104. Named Plaintiffs shall submit a copy of the Judgment and Final Approval
19 order(s) to the LWDA to comply with Cal. Lab. Code § 2699(1)(3-4).

20 **IX. TERMINATION OF AGREEMENT**

21 105. If the Court does not grant Preliminary Approval or Final Approval of the
22 Settlement and all efforts at reconsideration or reversal of that denial of approval are
23 exhausted, or if the Agreement is cancelled or terminated consistent with the terms of this
24 Agreement, the Settlement will be void *ab initio*. If the Settlement is not approved and
25 all efforts at reconsideration or reversal of that denial of approval are exhausted, or if the
26 Agreement is cancelled or terminated consistent with the terms herein, the Agreement and
27 the Settlement will not be admissible in evidence or usable for any purposes whatsoever in
28 the Lawsuit or any proceedings between the Parties to this Agreement.

1 disparaging statements (whether anonymously or for ascription) on the web, in blogs, in
2 chat rooms, in emails, social media, or in any other electronic means of transmitting
3 information.

4 110. The Parties agree and will instruct their respective counsel not to contact the
5 press, issue any press releases, give any interviews, identify the Lawsuit on any website or
6 in any marketing or promotional materials, or comment upon this settlement, including the
7 Agreement, to any person other than as specifically provided in this Agreement. This
8 section does not in any way prevent Plaintiffs' Counsel from carrying out their duties as
9 class counsel.

10 111. This Agreement may be amended or modified only by a written instrument
11 signed by counsel for all Parties or their successors-in-interest. Nonmaterial amendments
12 or modifications to this Agreement may be made in writing between Class Counsel and
13 CKE Counsel without the need to seek the Court's approval. In the event that any
14 provision of this Agreement is rejected by the Court or a material modification of the
15 Settlement is ordered on appeal, the Parties will work in good faith to negotiate alteration
16 of the rejected term or otherwise conform the Agreement to the order. The Parties agree
17 to use the services of a mediator if informal efforts to negotiate alteration have been
18 exhausted. However, if no such agreement can be reached within thirty (30) calendar days
19 after the matter has been submitted to a mediator, absent a written agreement among the
20 Parties to continue discussions, then Named Plaintiffs or CKE Entities may terminate and
21 withdraw from this Agreement consistent with the terms of this Agreement.

22 112. This Agreement constitutes the entire agreement among these Parties with
23 respect to the matters discussed herein and supersedes all prior or contemporaneous oral
24 or written understandings, negotiations, agreements, statements, or promises. In executing
25 this Agreement, the Parties acknowledge that they have not relied upon any oral or written
26 understandings, negotiations, agreements, statements, or promises that are not set forth in
27 this Agreement other than documents and data produced in litigation and for mediation.
28 The Parties also acknowledge and agree that each has been represented by its own counsel

1 with respect to the negotiation and drafting of this Settlement and this Agreement.

2 113. The Parties and their counsel will cooperate with each other and use
3 reasonable efforts to effect the implementation of the Settlement. In the event the Parties
4 are unable to reach agreement on the form or content of any document needed to
5 implement the Settlement, or on any supplemental provisions that may become necessary
6 to effectuate the terms of this Settlement, the Parties may seek the assistance of a mediator
7 or the Court to resolve such disagreement.

8 114. Each person signing this Agreement on behalf of each of CKE Entities
9 represents and warrants that he or she authorized to sign this Agreement on behalf of each
10 such entity.

11 115. Any failure by any Party to insist upon the strict performance by any other
12 Party of any provisions of this Agreement shall not be deemed a waiver of any provision
13 of this Agreement and such Party, notwithstanding such failure, shall have the right
14 thereafter to insist upon the specific performance of any and all of the provisions of this
15 Agreement.

16 116. All terms of this Agreement and the exhibits hereto shall be governed by
17 and interpreted according to the laws of the State of California.

18 117. Neither Class Counsel nor CKE Counsel intend anything contained herein to
19 constitute legal advice regarding the tax consequences of any amount paid hereunder, nor
20 shall it be relied upon as such.

21 118. The headings and captions contained in this Agreement are inserted only as
22 a matter of convenience and in no way define, limit, extend, or describe the scope of this
23 Agreement or the intent of any provision thereof.

24 119. The terms of this Agreement shall inure to the benefit of, and be binding
25 upon, the Parties and their respective heirs, legal representatives, executors,
26 administrators, successors, and assigns.

27 120. This Agreement may be executed in one or more counterparts. All executed
28 counterparts and each of them shall be deemed to be one and the same instrument

1 provided that counsel for the Parties to this Agreement shall exchange among themselves
2 original signed counterparts.

3 121. Each of the Parties has cooperated in the drafting and preparation of this
4 Agreement. Hence, in any construction made to this Agreement, the same shall not be
5 construed against any of the Parties.

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CKE RESTAURANTS HOLDINGS, INC.;
CARL'S JR. RESTAURANTS, LLC;
AND CARL'S JR. FUNDING, LLC

PLAINTIFF HERMELINDA AGUILAR

Hermelinda Aguilar

PLAINTIFF SALVADOR OCHOA

By:  _____

Salvador Ochoa

On behalf of Defendants CKE
Restaurants Holdings, Inc.;
Carl's Jr. Restaurants, LLC; and Carl's Jr.
Funding, LLC

On behalf of Salvador Ochoa,
Hermelinda Aguilar, and the Class

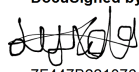
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CKE RESTAURANTS HOLDINGS, INC.;
CARL'S JR. RESTAURANTS, LLC;
AND CARL'S JR. FUNDING, LLC

PLAINTIFF HERMELINDA AGUILAR

DocuSigned by:


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Hermelinda Aguilar

PLAINTIFF SALVADOR OCHOA

By: _____

Salvador Ochoa

On behalf of Defendants CKE
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9 CARL'S JR. RESTAURANTS, LLC;
AND CARL'S JR. FUNDING, LLC

Hermelinda Aguilar

PLAINTIFF SALVADOR OCHOA

14 By:  Salvador Ochoa

16 On behalf of Defendants CKE
17 Restaurants Holdings, Inc.;
Carl's Jr. Restaurants, LLC; and Carl's Jr.
18 Funding, LLC

On behalf of Salvador Ochoa,
Hermelinda Aguilar, and the Class