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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JUAN FRANCO, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

US FOODS, INC. DBA U.S. FOOD
FOODSERVICE, INC., a Delaware
Corporation, and DOES 1 to 100, inclusive,

Defendant.

Case No.: RIC2004073

**ADDENDUM TO STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Complaint Filed: October 13, 2020

1 This Addendum (“Addendum”) to the Stipulation of Class Action Settlement and Release
2 (“Settlement Agreement”) is made and entered into by Plaintiff Juan Franco (“Plaintiff”) and
3 Defendant US Foods, Inc. dba U.S. Foodservice, Inc. (“Defendant”) pursuant to Section J,
4 Paragraph 9 of the Settlement Agreement, which provides that: “This Stipulation may not be
5 changed, altered, or modified, except in writing signed by the Parties and approved by the Court.
6 This Stipulation may not be discharged except by performance in accordance with its terms or by
7 a writing signed by the Parties.”

8 This Addendum incorporates by reference all terms and conditions of the Settlement
9 Agreement. But for those specific terms and conditions that this Addendum modifies, all
10 Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or
11 differences between this Addendum and the Settlement will be interpreted and construed in favor
12 of this Addendum.

- 13 1. The definition of “Released Parties” in Section A is replaced with, “Defendant US
14 Foods, Inc. dba U.S. Foodservice, Inc., and US Foods Holding Corp, the parent
15 company of US Foods, Inc., together with their officers, directors, and employees”
16 (page 5, line 26-28).
- 17 2. The definition of “Released Claims” in Section A is replaced with, “shall mean that
18 each member of the Settlement Class, excluding those who submit a timely and valid
19 request for exclusion from the Settlement, releases the Released Parties, from any and
20 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
21 attorneys’ fees, damages, action or causes of action contingent or accrued for, or which
22 relate to the allegations and claims asserted or which could have been asserted based
23 on the facts and legal theories in the Complaint, including without limitation to, any
24 and all claims for alleged unreimbursed business expenses under the California Labor
25 Code or Business & Professions Code (including Section 17200); claims for restitution
26 and other equitable relief, liquidated damages, punitive damages, penalties of any
27 nature whatsoever (including penalties pursuant to the Labor Code Private Attorneys
28 General Act, also known as PAGA, which are released on behalf of the Labor &

1 Workforce Development Agency), and any other benefit claimed on account of the
2 allegations asserted or that could have been asserted based on the facts and legal
3 theories in the Complaint. This release shall apply to all claims arising at any point
4 between January 2, 2018 and the date of preliminary approval of the class settlement
5 or June 14, 2021, whichever is earlier.” (page 5, lines 14-25).

6 3. Section D, Paragraph 2, entitled “Stay on New Actions” is deleted. (page 9, lines 17-
7 21).

8 4. The definition of “Net Settlement Amount” in Section A is replaced with “the Gross
9 Settlement Amount less: (a) \$20,000 allocated to PAGA penalties, (b) Administrative
10 Expenses, including Class Counsel Attorneys’ Fees and Costs and the costs of
11 settlement administration, and (c) the Class Representative’s Enhancement Award; and
12 shall be the maximum amount to be distributed to Class Participants. Payments of any
13 appropriate and lawfully-required employer payroll taxes shall also be drawn from the
14 Gross Settlement Amount. Settlement Class Members shall be responsible for all
15 employee-side payroll taxes.” (page 4, lines 16-23).

16 5. Section D, Paragraph 5, is amended by adding, “Class Members who worked during
17 the PAGA Period (the “PAGA Members”) who opt out of the settlement will still
18 receive their pro rata share of the 25% of the PAGA allocation (\$5,000.00) which shall
19 be a fixed proportional amount of the 25% of the PAGA allocation calculated as a
20 percentage of each PAGA Member’s pay periods Worked as a Driver in California
21 during the PAGA Period. The PAGA Period is defined as August 6, 2019 through the
22 date of preliminary approval of the settlement or June 14, 2021, whichever is earlier.”
23 (page 11, line 26).

24 6. Section E, Paragraph 5, section (a) is amended by adding, “PAGA Members will
25 receive an additional dollar amount per pay period worked as a driver in California
26 during the PAGA Period. The amount to be paid to each PAGA Member who worked
27 during the PAGA Period will be calculated by: (1) dividing the amount of the 25% of
28 the PAGA allocation by the total number of all PAGA Members’ pay periods worked

as Drivers in California during the PAGA Period to arrive at a pay period amount for each pay period worked (the “Per Pay Period Amount”), and (2) each PAGA Member shall receive the product of their Pay Periods Worked as a Driver in California multiplied by the Per Pay Period Amount.” (page 14, line 16).

7. Section E, Paragraph 5, section (b) is amended by adding, “Payments to PAGA Members from the 25% of the PAGA allocation shall be allocated solely as penalties as to which a Form 1099 shall be issued by the Settlement Administrator.” (page 14, line 28).

8. Section D, Paragraph 6 is amended by adding, “PAGA Members who request exclusion from the settlement will still receive their share of the 25% of the PAGA allocation.” (page 12, line 5).

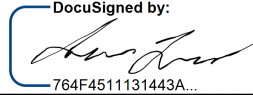
9. Section D, Paragraph 6 is amended by adding, “The Settlement Administrator shall send a reminder notice regarding exclusion requests. (page 12, line 5).

10. Section D, Paragraph 4 is amended by adding, “The Notice Packet shall be accompanied by a stamped envelope addressed to the Settlement Administrator. (page 11, line 21).

IT IS SO STIPULATED

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date below their signatures or the signature of their representatives. The date of the Addendum shall be the date of the latest signature.

Date: 6/28/2021 | 6:57 PM PDT

DocuSigned by:

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JUAN FRANCO as an Individual, Class Representative, and PAGA Representative

Date: _____

On behalf of US Foods, Inc.

By: _____

Its : _____

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Date: _____

JUAN FRANCO as an Individual, Class
Representative, and PAGA Representative

Date: 6/28/2021

DocuSigned by:

Julie Baker

On behalf of US Foods, Inc.

By: Julie Baker

Its : Assistant General Counsel Employment