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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

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

Complaint Filed: October 13, 2020

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

7
8 This Second Addendum incorporates by reference all terms and conditions of the
9 Settlement Agreement and the Addendum to the Stipulation of Class Action Settlement and
10 Release (the “Addendum”). But for those specific terms and conditions that this Second
11 Addendum modifies, all Settlement terms and conditions will remain effective and enforceable.
12 Any inconsistencies or differences between this Second Addendum and the Settlement and
13 Addendum will be interpreted and construed in favor of this Second Addendum.

- 14 1. The definition of “Released Claims” in Section A is replaced with, “shall mean that
15 each member of the Settlement Class, excluding those who submit a timely and valid
16 request for exclusion from the Settlement, releases the Released Parties, from any and
17 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
18 attorneys’ fees, damages, action or causes of action contingent or accrued for, or which
19 relate to the allegations and claims asserted or which could have been asserted based
20 on the facts and legal theories in the Complaint, including without limitation to, any
21 and all claims for alleged unreimbursed business expenses under the California Labor
22 Code or Business & Professions Code (including Section 17200); claims for restitution
23 and other equitable relief, liquidated damages, punitive damages, penalties of any
24 nature whatsoever (including penalties pursuant to the Labor Code Private Attorneys
25 General Act, also known as PAGA, for which the Labor and Workforce Development
26 Agency is the real party in interest), and any other benefit claimed on account of the
27 allegations asserted or that could have been asserted based on the facts and legal
28 theories in the Complaint. This release shall apply to all claims arising at any point

between January 2, 2018 and the date of preliminary approval of the class settlement or June 14, 2021, whichever is earlier.” (page 5, lines 14-25).

IT IS SO STIPULATED

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

Date: 7/23/2021 | 5:26 AM 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 : _____

between January 2, 2018 and the date of preliminary approval of the class settlement
or June 14, 2021, whichever is earlier.” (page 5, lines 14-25).

IT IS SO STIPULATED

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

Date: _____

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

Date: 7/22/2021

DocuSigned by:

Julie Baker

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On behalf of US Foods, Inc.

By: Julie Baker

Its : Assistant General Counsel Employment