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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*

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

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

1  
2 This binding Settlement Agreement (“Agreement”) is made by and between  
3 Salvador Ochoa and Hermelinda Aguilar, individually and on behalf of the State of  
4 California and all employees similarly situated (hereafter collectively referred to as  
5 “Named Plaintiffs” or “Class Representatives”), and CKE Restaurants Holdings, Inc.  
6 (“CKE”), Carl Karcher Restaurants LLC, and Carl’s Jr. Funding, LLC (hereafter  
7 collectively referred to as “CKE Entities”), on the other hand (all collectively referred to  
8 as “the Parties”). In exchange for the promises detailed below, Named Plaintiffs and CKE  
9 Entities have agreed to settle the consolidated class action matter *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 I. DEFINITIONS

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

15 1. “Administration Costs” means the portion of the Gross Settlement Amount  
16 authorized by the Court to be paid to the Settlement Administrator. “Administration  
17 Costs” includes all actual and direct costs reasonably incurred by the Settlement  
18 Administrator in administering the Settlement.

19 2. “Agreement,” “Settlement,” or “Stipulation” mean this Stipulation and  
20 Settlement of Class Action and Private Attorney General Claims.

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

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

27 5. “CKE Counsel” means Luanne Sacks of Sacks, Ricketts & Case LLP, and  
28 Tyler Woods of Fisher & Phillips LLP.

1           6.       “Class” means all hourly paid non-exempt persons (regardless of job title or  
2 role) employed by CKE Entities at a Carl’s Jr. corporate owned restaurant location in  
3 California at any time beginning June 8, 2012 through and including the date preliminary  
4 approval of settlement is granted or July 17, 2021, whichever is first. The Class excludes  
5 those persons who have previously entered into a settlement with, and previously released,  
6 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  
17 recorded time worked for any CKE Entity during the Class Period,  
18 excluding any workweeks worked by any member of the settlement  
19 class and subclasses in the cases captioned *Cubias v. Carl Karcher*  
20 *Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537  
21 pending in the Santa Barbara Superior Court); and *Duarte v. Carl*  
22 *Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises,*  
23 *Inc.* (Judicial Coordination Proceeding 4949 pending in the Los  
24 Angeles Superior Court) during the Class Period.;
- 25                   b. The last-known address, all phone number(s) and all email addresses  
26 that the relevant CKE Entities have for each Class Member; and
- 27                   c. The Social Security number associated with each Class Member.

28          11.      “Class Period” means the time beginning June 8, 2012 through and

1 including the date Preliminary Approval of the Settlement is granted or July 17, 2021,  
2 whichever is first.

3 12. "Complaint" means the operative consolidated complaint filed by the  
4 Named Plaintiffs in the Lawsuit.

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

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

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

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

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

26 18. "Gross Settlement Amount" means the total amount that the CKE Entities  
27 will be required to pay by this Settlement as set forth in paragraph 48 herein.

28 19. "Incentive Award" means the portion of the Gross Settlement Amount

1 authorized by the Court to be paid to the Named Plaintiffs, in recognition of their efforts  
2 in assisting with the prosecution of the Lawsuit on behalf of the Class Members and in  
3 return for executing a General Release of all Claims against Released Parties in the form  
4 of **Exhibit 1** hereto concurrently with the Final Approval Motion.

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

8 21. "Judgment" means the final judgment approving the settlement consistent  
9 with California Rule of Court 3.769(h).

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

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

19 24. "Net Distribution Amount" means the Gross Settlement Amount, as set  
20 forth in paragraph 48 herein, less 1) the LWDA Payment; 2) any Attorney Fee Award; 3)  
21 any Attorney Cost Award; 4) any Incentive Awards; and 5) Administration Costs.

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

24 26. "PAGA Claims" means all claims that were, or could have been, asserted in  
25 the Lawsuit under Labor Code Section 2698, et seq., the Labor Code Private Attorneys  
26 General Act of 2004 ("PAGA").

27 27. "PAGA Payment" means the portion of the Gross Settlement Amount  
28 allocated to settle the PAGA Claims.

1           28.    “PAGA Period” means the time period between June 8, 2015 through and  
2 including the date Preliminary Approval of the Settlement is granted or July 17, 2021,  
3 whichever is first.

4           29.    “PAGA Settlement Group Members” means all Class Members who worked  
5 for CKE Entities during the PAGA Period.

6           30.    “Preliminary Approval Date” means the date that the Court enters the  
7 Preliminary Approval Order.

8           31.    “Preliminary Approval Hearing” means the hearing on Plaintiffs’  
9 Preliminary Approval motion (“Preliminary Approval Motion”).

10          32.    “Preliminary Approval Order” or “Preliminary Approval” means the Order  
11 issued by the Court preliminarily approving the terms of the Settlement set forth in this  
12 Agreement. As set forth herein, when filing the Preliminary Approval Motion, Named  
13 Plaintiffs shall submit to the Court a proposed order substantially in the form of **Exhibit 3**  
14 hereto.

15          33.    “Released Claims” is defined as follows: all claims, injuries, demands,  
16 losses, damages, liquidated damages, punitive damages, exemplary damages, statutory  
17 damages, costs, expenses, restitution, compensation, equitable relief, wages, interest,  
18 penalties, suits, causes of action, attorneys’ fees, obligations, rights, and liabilities of any  
19 nature, type, or description, whether known or unknown, contingent or vested, in law or in  
20 equity, in tort, contract, or for violation of any state or federal constitution, statute, rule, or  
21 regulation, based on direct or vicarious liability, and regardless of legal theory, that relate  
22 to, are based on, concern, or arise out of any of the allegations that were asserted or could  
23 have been asserted based on the facts alleged in the Lawsuit individually and on a class-  
24 wide basis against the Released Parties. The Released Claims include all causes of action  
25 that were delineated in the Lawsuit as well as all causes of action arising out of or that  
26 could have been pled based on the facts pleaded in the Lawsuit but which were not  
27 specifically delineated as a cause of action in the Lawsuit. The Released Claims include  
28 claims covered by: the California Labor Code, and in particular §§ 96 through 98.2 *et*

1 *seq.*, § 200 *et seq.*, including §§ 201 through 204, 210, 212, 218, 218.5, 218.6, 223, 226,  
2 226.7, and 227.3, §§ 245-250, § 300 *et seq.*, § 400 *et seq.*, including §452, § 500 *et seq.*,  
3 including §§ 510 and 512, §§ 1174 and 1174.5, §§ 1194, 1194.1, 1197, 1198, and 1198.5,  
4 § 2802, and § 2810.3; the Labor Code Private Attorneys General Act of 2004, codified at  
5 California Labor Code §§ 2698 *et seq.*; the California Unfair Practices Act, codified at  
6 California Business & Professions Code §§ 17000 *et seq.*; California Business &  
7 Professions Code §§ 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and any  
8 other applicable provision of the California Labor Code or any applicable California  
9 Industrial Welfare Commission Wage Orders, in all of their iterations to the fullest extent  
10 permitted by law.

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

24 35. “Response Deadline” means the date no later than sixty (60) calendar days  
25 after the date the Notice Packets are mailed to Class Members by the Settlement  
26 Administrator, on or before which a Class Member may: (1) validly submit a notice of  
27 objection to the Settlement; (2) validly submit a request for exclusion from the Class  
28 Claims; or (3) challenge with documentary evidence his or her Individual Settlement

1 Amount.

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

8 37. "Settlement Class" means Class Members excepting persons who properly  
9 exclude themselves from the Settlement pursuant to the terms of this Agreement and the  
10 Preliminary Approval Order.

11 38. "Settlement Class Member" means each member of the Settlement Class.

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

## 16 II. RECITALS

17 40. This Stipulation is made by the Named Plaintiffs on behalf of themselves  
18 and each of the other Class Members and the State of California, and the CKE Entities,  
19 and is subject to the approval of the Court.

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

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

28 43. The Parties stipulate that, for purposes of certification of a settlement class

1 only, common issues predominate in this matter such that certification of a settlement  
2 class is appropriate.

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

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

16 46. Named Plaintiffs have entered into this agreement based on a careful  
17 evaluation of the extensive data, documents and discovery exchanged by the Parties as  
18 well as independent investigation of the facts and research of the law relevant to this  
19 matter. Named Plaintiffs continue to contend that the claims in the Lawsuit have merit,  
20 but believe that this compromise of disputed claims is in the best interest interests of the  
21 Class based on a careful analysis of the potential risks and benefits of continued litigation.

22 47. Nothing in this Agreement shall constitute an admission of the accuracy of  
23 any allegation made by Named Plaintiffs or Class Counsel, or an admission of any  
24 liability, fault, or wrongdoing by CKE Entities or any Released Party. This Agreement  
25 and the settlement may not be used by Plaintiffs or Class Counsel for any purpose other  
26 than to obtain approval and enforce the terms of the settlement and any order thereon.  
27 CKE Entities deny all of the claims, contentions, and each and every allegation made by  
28 the Named Plaintiffs in the Lawsuit, and expressly deny any liability.

### III. SETTLEMENT AMOUNT AND ALLOCATION

#### A. Gross Settlement Amount

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

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

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

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

#### B. Calculation of Individual Settlement Payments

52. Each Class Member who has not submitted a valid request to be excluded from the Class will receive an Individual Settlement Payment. There is no requirement to

1 file or submit a claim form to receive an Individual Settlement Payment. To determine  
2 the amount each Settlement Class Member will receive, the Net Distribution Amount will  
3 be divided by the total number of workweeks (“Workweek Amount”) for all Settlement  
4 Class Members during the Class Period, excluding any workweeks worked by any  
5 member of the settlement class and subclasses in the cases captioned *Cubias v. Carl*  
6 *Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537 pending in the  
7 Santa Barbara Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et*  
8 *al., v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949 pending in  
9 the Los Angeles Superior Court) during the Class Period. Each Settlement Class Member  
10 will be paid a benefit amount equal to the Workweek Amount multiplied by that  
11 Settlement Class Member’s total number of workweeks actually worked during the Class  
12 Period and excluding periods of employment when no work was performed, such as  
13 absences due to vacation, illness, leaves of absence or jury duty.

14 53. The Settlement Administrator shall mail all Individual Settlement Payments  
15 to Settlement Class Members no later than forty-five (45) calendar days after CKE  
16 Entities fund the Settlement Fund.

17 54. Individual Settlement Payments will go stale one hundred eighty (180)  
18 calendar days after issuance. Any funds remaining after Individual Settlement Payments  
19 go stale will be used as a Reserve Fund to make payments, and/or cover any additional  
20 necessary administration expenses, resulting from any errors or disputes in the payments  
21 process. Any further funds remaining after covering such other necessary expenses shall  
22 then be divided evenly between the Legal Aid Foundation of Los Angeles and Restaurants  
23 Care (California Restaurant Foundation). The Parties and their counsel represent that they  
24 do not have any interest in or connection to either of the charities designated in this  
25 paragraph.

### 26 **C. Tax Allocation of Individual Settlement Payments**

27 55. The Individual Settlement Payment for each Settlement Class Member shall  
28 be allocated as follows: (a) Eighty percent (80%) as alleged non-wage payments

(including claims for unreimbursed expenses, and penalties) and interest, on which there will be no tax withholding; and (b) twenty percent (20%) as alleged unpaid wage payments and subject to normal tax withholding.

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

#### **D. PAGA Payment**

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

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

1 the Net Distribution Amount.

2 59. Notwithstanding the foregoing, no modification of the amount of the PAGA  
3 Payment or LWDA Payment by the Court shall constitute grounds for cancellation of this  
4 Settlement or the individual general releases.

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

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

10 61. The total amount of any Incentive Awards awarded by the Court to  
11 Plaintiffs shall be paid from the Gross Settlement Amount. The Parties agree to be bound  
12 by any Incentive Awards to Plaintiffs approved by the Court at the time of Final  
13 Approval. The amount of any Incentive Awards made by the Court to Plaintiffs shall be  
14 paid from the Gross Settlement Amount, and CKE shall have no further obligation to pay  
15 any amount to Plaintiffs apart from their proportional payments from the Gross Settlement  
16 Amount. The Settlement Administrator will not distribute any Incentive Awards to  
17 Plaintiffs before Individual Settlement Payments are mailed to the Settlement Class.

18 62. Plaintiffs agree that any Incentive Awards they may receive shall not be  
19 considered wages and the Settlement Administrator shall issue each Plaintiff a Form 1099  
20 reflecting any such payment. Plaintiffs agree that they alone are responsible for the tax  
21 consequences, including any penalties or interest, relating to the payment of any Incentive  
22 Awards.

23 63. Notwithstanding the foregoing, neither the denial of, an appeal of, a  
24 modification of, nor a reversal on appeal of any Incentive Award shall constitute grounds  
25 for cancellation of this Settlement, or the individual general releases.

26 64. If the Court awards less than the requested Incentive Awards to Plaintiffs,  
27 the remainder will be added back into the Gross Settlement Amount for distribution to  
28 Settlement Class Members.

**F. Attorneys' Fees and Costs**

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

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

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

68. The total amount of any Attorney Cost Award awarded by the Court to Class Counsel shall be paid from the Gross Settlement Amount, and CKE Entities shall have no obligation to pay Class Counsel any additional amount for Attorneys' Costs. Plaintiffs' Counsel agree to be bound by any Attorney Cost Award issued by the Court at the time of Final Approval. The Settlement Administrator will not distribute any Attorney's Cost Award to Class Counsel before Individual Settlement Payments are mailed to the Settlement Class.

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

1           70. If the Court awards less than the amount requested by Class Counsel for  
2 Attorneys' Costs, the remainder will be added back into the Gross Settlement Amount for  
3 distribution to Settlement Class Members.

4           71. Notwithstanding the foregoing, neither the denial of, an appeal of, a  
5 modification of, nor a reversal on appeal of any award of attorneys' fees or costs shall  
6 constitute grounds for cancellation or termination of this Agreement or the settlement.

#### 7                                   **IV. PRELIMINARY APPROVAL**

8           72. Named Plaintiffs shall be responsible for filing the Preliminary Approval  
9 Motion with the Court, and shall request that the Court enter an order substantially in the  
10 form of **Exhibit 3** hereto. Named Plaintiffs will file this Agreement concurrently with the  
11 Preliminary Approval Motion. Named Plaintiffs shall submit a copy of the Preliminary  
12 Approval Motion and this Agreement to the LWDA concurrently with filing to comply  
13 with Cal. Lab. Code § 2699(1)(2 & 4).

14           73. Named Plaintiffs will provide a draft copy of the Preliminary Approval  
15 Motion and supporting declarations to CKE Counsel no less than five (5) business days  
16 prior to filing and will work with CKE Counsel in good faith to make the Preliminary  
17 Approval Motion acceptable to CKE Entities.

#### 18                                   **V. CLASS NOTICE PROCESS**

##### 19           **A. Settlement Administrator**

20           74. The notice and payment process will be handled by the Settlement  
21 Administrator. The duties of the Settlement Administrator will include compiling the list  
22 of Class Members from the Class Member List, handling all mailings to the Class  
23 Members, tracing undeliverable mailings, recording and tracking responses to the mailing  
24 to the Class Members, responding to inquiries made by Class Members, calculating  
25 Individual Settlement Payments, resolving any issues that may arise concerning whether  
26 an individual is a Class Member and/or the number of workweeks worked by each Class  
27 Member, issuance and mailing of Individual Settlement Payments and all appropriate tax  
28 documentation as described in this Agreement, reporting payment of the Individual

1 Settlement Payments to all required taxing and other authorities, taking appropriate tax  
2 withholding from the Individual Settlement Payments as described in this Agreement, and  
3 other related tasks as mutually agreed to by the Parties. It is also understood that the  
4 Settlement Administrator will establish the Settlement Fund for the purpose of  
5 administering this Settlement. The Parties agree to ask that the Court authorize payment  
6 to the Settlement Administrator from the Gross Settlement Amount for the reasonable  
7 costs, fees, expenses and liabilities incurred by the Settlement Administrator in providing  
8 the services described by this Agreement. CKE Entities shall have no obligation to pay  
9 any amount for Administration Costs beyond the payment of the Gross Settlement  
10 Amount.

11 75. If a Class Member requests that the Settlement Administrator and/or its  
12 agent or employee refer him/her to Class Counsel, or if a Class Member requests advice  
13 beyond merely ministerial information regarding applicable deadlines or procedures for an  
14 objection, or for requesting exclusion from the Settlement or other Settlement-related  
15 forms or documents for which the Settlement Administrator does not have an approved  
16 response, then the Settlement Administrator and/or its agent or employee shall promptly  
17 refer the inquiry to Class Counsel.

18 **B. Class Member List**

19 76. Within forty-five (45) calendar days after Preliminary Approval, the CKE  
20 Entities shall use commercially reasonable efforts to provide the Settlement Administrator  
21 with the Class Member List. This information shall be provided to Plaintiffs or Class  
22 Counsel with personal identifiable information redacted.

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

24 77. Within thirty (30) calendar days after receiving the Class Member List, the  
25 Settlement Administrator will provide to each Class Member, via First Class U.S. Mail,  
26 Notice of the Settlement. The Notice will be mailed in English and in Spanish. Plaintiffs  
27 shall submit to the Court for approval a Notice and envelope enclosing the Notice in the  
28 form attached hereto as **Exhibit 2**. Each Notice shall include a unique ID number for the

1 Class Member to whom it is sent and provide an estimated Individual Settlement Payment  
2 amount for that Class Member. The Notice shall also explain that PAGA Settlement  
3 Group Members cannot exclude themselves from the PAGA Claims portion of the  
4 Settlement. Notwithstanding the submission of a request for exclusion by a PAGA  
5 Settlement Group Members, the PAGA Settlement Group Member will still be bound by  
6 the settlement and release of the PAGA Claims. Notwithstanding the foregoing, the  
7 Parties agree that the Court may modify the Notice and such modification will not  
8 constitute grounds for cancellation of this Settlement or the individual general releases.

9 78. The Settlement Administrator shall perform a single skip trace using  
10 information identifying the Class Member, as necessary, to conduct an address update on  
11 any Notices returned to the Settlement Administrator as undeliverable. The Settlement  
12 Administrator shall re-mail all Notices to new addresses (if applicable) within three (3)  
13 business days of obtaining such new addresses.

14 79. The Settlement Administrator shall also maintain a toll-free telephone line  
15 that shall be staffed by live operators during business hours and provide automated  
16 Interactive Voice Response with the ability for Class Members to leave messages during  
17 non-business hours. The Settlement Administrator shall maintain the toll-free telephone  
18 line for sixty (60) calendar days after the Individual Settlement Payments are distributed  
19 to the Class Members.

20 80. Within thirty (30) days after receiving the Class Member List, the  
21 Settlement Administrator shall establish and make public an internet website (the  
22 "Settlement Website"), with a domain name approved by Named Plaintiffs and the CKE  
23 Entities. The Settlement Website will be in a form approved by the Parties. The  
24 Settlement Administrator shall publish on the Settlement Website the Complaint, this  
25 Agreement, the Preliminary Approval Motion, the Order Granting Preliminary Approval,  
26 the Notice to Class Members, and instructions for Class Members to submit objections or  
27 exclusion requests.

28 81. The Settlement Administrator shall maintain, and not take down, the

1 Settlement Website until two hundred (200) days after the Effective Date, at which time  
2 the Settlement Administrator will deactivate the Settlement Website so that it can no  
3 longer be accessed.

#### 4 **D. Objections and Opt-Outs**

5 82. Any Class Member who wishes to object to any term of the Settlement must  
6 submit a written objection to the Settlement Administrator via mail, facsimile, or email.  
7 In order to be valid, the objection must be postmarked (if by mail) or sent (if by facsimile  
8 or email) by the Response Deadline. The written objection must include the Class  
9 Member's ID number as indicated on the Notice and state the grounds for the objection.  
10 In lieu of a written objection, Class Members may also appear at the Final Approval  
11 Hearing to make an objection. Class Members who do not submit a written objection  
12 substantially in the manner required by this paragraph and by the Response Deadline or  
13 make an objection at the Final Approval Hearing shall be deemed to have waived any  
14 objections to the Settlement. Any Class Member whose Notice is re-mailed will have until  
15 the Response Deadline or an additional 15 days, whichever is later to submit a written  
16 objection or opt-out request.

17 83. Any Class Member who wishes to exclude himself or herself from the  
18 Settlement must submit a written request for exclusion from the Class Claims to the  
19 Settlement Administrator via mail, facsimile or email. In order to be valid, the request for  
20 exclusion must be postmarked (if by mail) or sent (if by facsimile or email) no later than  
21 the Response Deadline. A Class Member's request for exclusion must 1) set forth the  
22 Class Member's name, address and last four digits of their Social Security number, 2)  
23 include the Class Member's ID number as indicated on the Notice, 3) state: "I wish to  
24 request exclusion from the Class Claims," and 4) be signed by the Class Member him or  
25 herself. Requests for exclusion signed by purported counsel, agents or representatives of  
26 Class Members are invalid. If a question is raised about the authenticity of a request for  
27 exclusion, the Settlement Administrator will have the right to require additional proof of  
28 the Class Member's identity. A Class Member who does not complete and submit a valid

1 and timely request for exclusion as specified in this paragraph by the Response Deadline  
2 will be bound by all terms and conditions of the Settlement as approved by the Court.  
3 PAGA Settlement Group Members will still be bound by the settlement and release of the  
4 PAGA Claims, whether or not they submit a request for exclusion.

5 84. Any Class Members who wish to contest the number of workweeks  
6 recorded must submit a written dispute (contained in the Class Member's Settlement  
7 Allocation form) together with any supporting documentation to the Settlement  
8 Administrator via mail, facsimile or email. In order to be valid, the dispute must be  
9 postmarked (if by mail) or sent (if by facsimile or email) by the Response Deadline. The  
10 form must state the number of workweeks that the Class Member believes he or she is  
11 entitled to receive. The Settlement Administrator shall inform counsel for the Parties of  
12 each dispute received. The Settlement Administrator will consider input from both Parties  
13 and their counsel as well as the contents of the dispute and any documentation received  
14 and make a decision as to whether the Class Member's payment should be modified by  
15 increasing or decreasing the number of credits awarded to the Class Member. The  
16 decision of the Settlement Administrator will be final and binding upon all Parties and the  
17 Class Member.

18 85. At no time shall any of the Parties or their counsel or agents seek to solicit  
19 or otherwise take any action to encourage Class Members or any other persons to submit  
20 written objections to or requests for exclusion from the Class Claims; nor shall any of the  
21 Parties or their counsel take any action to encourage Class Members or any other persons  
22 to appeal from any order(s) or judgment approving this Settlement.

23 86. The Named Plaintiffs will not object to the Settlement or request exclusion  
24 from the Class Claims; nor will they take any action to encourage other Class Members to  
25 do so.

26 87. The Settlement Administrator shall provide a weekly status report to Class  
27 Counsel and CKE Counsel reflecting the number of returned and undelivered Notices and  
28 the number of skip-traced and re-mailed Notices, and any objections, requests for

1 exclusion or disputes received.

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

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

## 17 VI. RELEASE OF CLAIMS

18 90. As of the date of the mailing of Settlement Payments, except with respect to  
19 the obligations arising out of the Settlement Agreement and in consideration of the  
20 payments and terms set forth herein, Named Plaintiffs and the Settlement Class expressly,  
21 to the fullest extent permitted by law, fully and forever compromise, release, resolve,  
22 relinquish, and discharge the Released Parties, individually and on a class-wide basis,  
23 from any and all injuries, demands, losses, damages, costs, loss of service, expenses,  
24 compensation, claims, suits, causes of action, attorneys' fees, obligations, rights, and  
25 liabilities of any nature, type, or description, whether known or unknown, contingent or  
26 vested, in law or in equity, based on direct or vicarious liability, and regardless of legal  
27 theory, that relate to, are based on, concern or arise from the Released Claims (as defined  
28 herein).

1           91. As of the date of the mailing of Settlement Payments, except with respect to  
2 the obligations arising out of the Settlement, all PAGA Claims of Named Plaintiffs and  
3 the PAGA Settlement Group Members against the Released Parties are fully and forever  
4 compromised, released, resolved, relinquished, and discharged through the PAGA Period.  
5 For the avoidance of doubt, as of the Effective Date, the PAGA Settlement Group  
6 Members are bound by the settlement of the PAGA Claims, regardless of whether they  
7 exclude themselves from the Class.

## 8                               **VII. PAYMENT OF SETTLEMENT FUNDS**

9           92. CKE Entities will transfer to the Settlement Administrator the Gross  
10 Settlement Amount and the amount of Employer Taxes via wire transfer within thirty (30)  
11 calendar days of the Effective Date.

12           93. Within fifteen (15) calendar days after receiving the Gross Settlement  
13 Amount, the Settlement Administrator will (a) pay to Settlement Class Members the  
14 Individual Settlement Amounts by check (which shall state the void date); (b) pay to the  
15 LWDA the LWDA Payment; (c) pay any Incentive Awards approved by the Court to the  
16 Named Plaintiffs who have executed general releases as provided in paragraphs 60-64 to  
17 this Agreement; (d) pay to Class Counsel any Attorney Fee Award and Attorney Cost  
18 Award approved by the Court; and (e) pay to the Settlement Administrator its reasonable  
19 fees and expenses as approved by the Court. Plaintiffs shall submit to the Court for  
20 approval an envelope enclosing the Individual Settlement Amount checks in the form  
21 attached hereto as **Exhibit 5**. Incentive Awards will be paid by check to Named Plaintiffs  
22 to be delivered via overnight mail to the office of Class Counsel. Attorney Fee Award  
23 and Attorney Cost Award will be paid to Class Counsel via wire transfer.

24           94. The Parties understand that Named Plaintiffs and the Class members who  
25 receive any payment pursuant to this Agreement shall be solely responsible for any and all  
26 other individual tax obligations and consequences associated with this Settlement.

27           95. No person shall have any claim against any of the CKE Entities, CKE  
28 Counsel, Named Plaintiffs, Class Counsel, the Settlement Class, the PAGA Settlement

1 Group Members, or the Settlement Administrator based on the mailings, distributions, or  
2 Individual Settlement Payment made in accordance with this Agreement or any order of  
3 the Court.

4 96. If a Settlement check for an Individual Settlement Amount is returned by the  
5 postal service, the Settlement Administrator shall use appropriate methods, including but  
6 not limited to, skip-trace and telephone follow-up, to obtain the current address of the  
7 Settlement Class Member. The Settlement Administrator will re-mail all returned checks  
8 within five (5) calendar days.

9 97. Settlement checks for Individual Settlement Amounts that are returned a  
10 second time and Settlement checks not cashed within one hundred eighty (180) days of  
11 issuance will be automatically canceled and not be re-issued.

12 98. No later than two hundred and fifty (250) calendar days after the Effective  
13 Date, the Settlement Administrator must provide a written summary report accounting for  
14 all dispositions of funds from the Gross Settlement Amount. Within (90) calendar days  
15 following the tax filing deadline in the year following the funding of the Settlement or  
16 such other date as the Court may order, the Settlement Administrator shall destroy all  
17 Class Members' personal identifying information received from CKE Entities and  
18 otherwise in connection with the implementation and administration of this Settlement.

#### 19 **VIII. FINAL APPROVAL**

20 99. After the Response Deadline, with the Court's permission, a Final Approval  
21 Hearing shall be conducted to determine final approval of the Settlement along with the  
22 amount properly payable for (i) the Attorneys Fee Award, (ii) the Attorney Cost Award,  
23 (ii) any Incentive Awards, (iii) Administration Costs, and (iv) the PAGA Payment and  
24 LWDA Payment. The Final Approval Hearing shall not be held earlier than thirty (30)  
25 calendar days after the Response Deadline. Plaintiffs' Counsel will prepare the Final  
26 Approval Motion, and shall request that the Court enter an order substantially in the form  
27 of **Exhibit 4** hereto. Plaintiffs will make the Final Approval Motion and supporting  
28 declarations available to CKE at least five (5) business days prior to the filing of the Final

1 Approval Motion and will work with CKE in good faith to make the Final Approval  
2 Motion acceptable to CKE. Plaintiffs shall lodge with their Final Approval Motion a  
3 Proposed Final Approval Order and a Judgment.

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

8 101. After entry of the Final Approval Order and Judgment, the Court shall have  
9 continuing jurisdiction to enforce the terms of this Agreement, the Final Approval Order,  
10 and the Judgment.

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

### 13 IX. TERMINATION OF AGREEMENT

14 103. If the Court does not grant Preliminary Approval or Final Approval of the  
15 Settlement and all efforts at reconsideration or reversal of that denial of approval are  
16 exhausted, or if the Agreement is cancelled or terminated consistent with the terms of this  
17 Agreement, the Settlement will be void *ab initio*. If the Settlement is not approved and  
18 all efforts at reconsideration or reversal of that denial of approval are exhausted, or if the  
19 Agreement is cancelled or terminated consistent with the terms herein, the Agreement and  
20 the Settlement will not be admissible in evidence or usable for any purposes whatsoever in  
21 the Lawsuit or any proceedings between the Parties to this Agreement.

### 22 X. GENERAL PROVISIONS

23 104. The Settlement and this Agreement shall remain confidential until a  
24 Preliminary Approval Motion is filed with the Court. Named Plaintiffs and CKE Entities  
25 agree that this provision shall not prevent the disclosure of such information prior to the  
26 filing of the Preliminary Approval Motion to (1) regulators, rating agencies, independent  
27 accountants, advisors, financial analysts, agents, existing or potential insurers or  
28 reinsurers, experts, courts, co-counsel, the Released Parties and any existing or potential

1 investor of or any existing or potential lender to any of the Released Parties, the  
2 Settlement Administrator or any potential Settlement Administrator and/or as otherwise  
3 required to comply with any applicable law or regulation; (2) any person or entity to  
4 whom Named Plaintiffs and CKE Entities agree in writing disclosure must be made to  
5 effectuate the Settlement, and/or (3) by CKE Entities or any of the Released Parties as  
6 necessary for any reasonable commercial purpose. Nothing in this Agreement or the  
7 Settlement will prevent Class Counsel from communicating with Named Plaintiffs or  
8 Class Members regarding the Settlement or the status of the Lawsuit.

9 105. The Parties agree that the discussions and information exchanged in the  
10 course of negotiating this Settlement and Agreement are confidential and were made  
11 available on the condition that they not be disclosed to third parties, that they not be the  
12 subject of public comment, and that they not be publicly disclosed or used by Plaintiffs or  
13 Class Counsel in any way in the Lawsuit should it not ultimately settle or in any other  
14 proceeding.

15 106. Within thirty (30) calendar days after CKE funds the Gross Settlement  
16 Amount or the expiration of any deadlines for appeals of final approval of the settlement,  
17 whichever is later, the Parties agree to return or destroy (and certify such destruction in  
18 writing) all confidential information exchanged for settlement and/or mediation purposes.

19 107. Named Plaintiffs agree that they will not disparage CKE Entities or any of  
20 the Released Parties in any manner potentially harmful to them or their business, business  
21 reputation, or personal reputation. This includes, but is not limited to, publishing  
22 disparaging statements (whether anonymously or for ascription) on the web, in blogs, in  
23 chat rooms, in emails, social media, or in any other electronic means of transmitting  
24 information.

25 108. The Parties agree and will instruct their respective counsel not to contact the  
26 press, issue any press releases, give any interviews, identify the Lawsuit on any website or  
27 in any marketing or promotional materials, or comment upon this settlement, including the  
28 Agreement, to any person other than as specifically provided in this Agreement. This

1 section does not in any way prevent Plaintiff's Counsel from carrying out their duties as  
2 class counsel.

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

15 110. This Agreement constitutes the entire agreement among these Parties with  
16 respect to the matters discussed herein and supersedes all prior or contemporaneous oral  
17 or written understandings, negotiations, agreements, statements, or promises. In executing  
18 this Agreement, the Parties acknowledge that they have not relied upon any oral or written  
19 understandings, negotiations, agreements, statements, or promises that are not set forth in  
20 this Agreement other than documents and data produced in litigation and for mediation.  
21 The Parties also acknowledge and agree that each has been represented by its own counsel  
22 with respect to the negotiation and drafting of this Settlement and this Agreement.

23 111. The Parties and their counsel will cooperate with each other and use  
24 reasonable efforts to effect the implementation of the Settlement. In the event the Parties  
25 are unable to reach agreement on the form or content of any document needed to  
26 implement the Settlement, or on any supplemental provisions that may become necessary  
27 to effectuate the terms of this Settlement, the Parties may seek the assistance of a mediator  
28 or the Court to resolve such disagreement.

1           112. Each person signing this Agreement on behalf of each of the CKE Entities  
2 represents and warrants that he or she authorized to sign this Agreement on behalf of each  
3 such entity.

4           113. Any failure by any Party to insist upon the strict performance by any other  
5 Party of any provisions of this Agreement shall not be deemed a waiver of any provision  
6 of this Agreement and such Party, notwithstanding such failure, shall have the right  
7 thereafter to insist upon the specific performance of any and all of the provisions of this  
8 Agreement.

9           114. All terms of this Agreement and the exhibits hereto shall be governed by  
10 and interpreted according to the laws of the State of California.

11           115. Neither Class Counsel nor CKE Counsel intend anything contained herein to  
12 constitute legal advice regarding the tax consequences of any amount paid hereunder, nor  
13 shall it be relied upon as such.

14           116. The headings and captions contained in this Agreement are inserted only as  
15 a matter of convenience and in no way define, limit, extend, or describe the scope of this  
16 Agreement or the intent of any provision thereof.

17           117. The terms of this Agreement shall inure to the benefit of, and be binding  
18 upon, the Parties and their respective heirs, legal representatives, executors,  
19 administrators, successors, and assigns.

20           118. This Agreement may be executed in one or more counterparts. All executed  
21 counterparts and each of them shall be deemed to be one and the same instrument  
22 provided that counsel for the Parties to this Agreement shall exchange among themselves  
23 original signed counterparts.

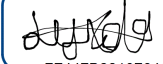
24           119. Each of the Parties has cooperated in the drafting and preparation of this  
25 Agreement. Hence, in any construction made to this Agreement, the same shall not be  
26 construed against any of the Parties.

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

PLAINTIFF HERMELINDA AGUILAR

4 By: \_\_\_\_\_



DocuSigned by:  
  
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Hermelinda Aguilar

PLAINTIFF SALVADOR OCHOA

6 By: \_\_\_\_\_



Salvador Ochoa

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

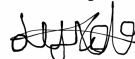
On behalf of Salvador Ochoa,  
Hermelinda Aguilar, and the Class

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

PLAINTIFF HERMELINDA AGUILAR

4 By: 

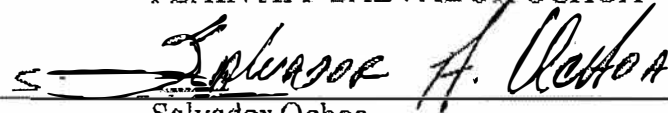
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Hermelinda Aguilar

5 PLAINTIFF SALVADOR OCHOA

6 By:  

Salvador Ochoa

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

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