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ALAMEDA COUNTY

November 29, 2018

CLERK OF
THE SUPERIOR COURT
By Alicia Espinoza, Deputy

CASE NUMBER:

RG16811677

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9 A Limited Liability Partnership
10 Including Professional Corporations
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21 Attorneys for Defendants ROLLING FRITO-LAY
22 SALES, LP and FRITO-LAY, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

WAYNE MAULDIN, an individual,

Plaintiff,

v.

23 ROLLING FRITO-LAY SALES, LP,
24 a Delaware Limited Partnership,
25 FRITO-LAY, INC., a Delaware
26 Corporation; and DOES 1 through 25,
27 inclusive,

Defendants.

Case No. RG16811677

**DECLARATION OF
JENNIFER MILLS
FOR RUST CONSULTING, INC.**

1 I, Jennifer Mills, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 625 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55402-2469. My telephone number
4 is (612) 359-2025. I am over twenty-one years of age and am authorized to make this declaration
5 on behalf of Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 6,000 cases. Of
10 these, more than 2,300 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Mauldin v. Rolling Frito-Lay*
13 *Sales, LP, et al. Settlement* ("Settlement"). Duties included: a) preparing, printing and mailing of
14 the *Notice of Pendency and Settlement of Class Action; Settlement Hearing; And Exclusion and*
15 *Objection Procedures* ("Notice"); b) tracking of exclusions and objections; c) drafting and mailing
16 Individual Settlement Award checks to Class Members; and d) for such other tasks as the Parties
17 mutually agree or the Court orders Rust to perform.

18 4. Rust obtained a mailing address of Mauldin v Frito Lay Claims Administrator, c/o
19 Rust Consulting, Inc. - 6184, P.O. Box 54, Minneapolis, Minnesota 55440-0054 to receive
20 objections, requests for exclusion, undeliverable Notices and other communications regarding the
21 Settlement.

22 5. On or about July 3, 2018, Rust received text for the Notice from Counsel. A draft
23 of the formatted Notice was prepared by Rust and approved by the Parties. Attached as Exhibit A
24 is a true and correct copy of the Notice.

25 6. On or about July 3, 2018, Counsel for the Defendants provided Rust with a mailing
26 list containing the Class Member's full names, full Social Security Numbers, last known
27 addresses, telephone numbers if available, employee IDs, and total workweeks ("Class List"). The
28 Class List contained data for 1,773 potential Class Members.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Notice.

8. On July 16, 2018, Notices were mailed to 1,773 Class Members contained in the Class List via First Class mail. The Notice advised Class Members that they could submit an objection or request for exclusion postmarked by August 15, 2018.

9. As of this date, Rust performed address traces on 51 Notices returned as undeliverable for the first time, by the August 15, 2018 response deadline. The address trace utilizes the Class Member's name, previous address and Social Security Number for locating a current address. Of the 51 traces performed, 33 more current addresses were obtained and Notices were promptly re-mailed to those Class Members via First Class mail. Of the 51 traces performed, Rust did not obtain updated addresses for 18 undeliverable Notices. Of the 33 Notices mailed to a more current address identified from trace, two (2) Notices were returned to Rust as undeliverable a second time. As of this date, 20 Notices remain undeliverable.

10. As of this date, two (2) Notices were returned by the Post Office with forwarding addresses attached. Rust promptly re-mailed Notices to those Class Members via First Class mail.

11. As of this date, Rust received one (1) request for exclusion.

12. As of this date, Rust received zero (0) objections.

13. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be \$20,000.00.

I declare under penalty of perjury that the foregoing statements are true and correct and that this Declaration was executed this 28th day of August 2018, at Minneapolis, MN.

JENNIFER MILLS

Exhibit A

Mauldin v Frito Lay Claims Administrator
c/o Rust Consulting Inc. - 6184
PO Box 54
Minneapolis, MN 55440-0054

IMPORTANT LEGAL MATERIALS



- UAA <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION; SETTLEMENT HEARING; AND EXCLUSION AND OBJECTION PROCEDURES

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ALAMEDA

Mauldin v. Rolling Frito-Lay Sales, LP, et seq.

Case No. RG16811677

**The Court has given preliminary approval to a Settlement of this lawsuit.
If you were employed by Rolling Frito-Lay Sales, LP or Frito-Lay, Inc. ("Frito-Lay") at
any time from March 8, 2015 through June 1, 2018 (the "Class Period") as a Route Sales
Associate ("RSA") in the state of California, you should read this Notice carefully because it
will affect your rights.**

The Alameda County California Superior Court authorized this Notice. This is not a solicitation from a lawyer.

Your legal rights are affected by how you act in response to this notice. Please read this Notice carefully.

BASIC INFORMATION

1. What is this lawsuit about?

This lawsuit was filed by Wayne Mauldin on behalf of himself and on behalf of all persons who worked for Frito-Lay as Route Sales Associates ("RSAs") in the State of California at any time from March 8, 2015 through June 1, 2018, (the "Class Period") (defined as "Plaintiffs"). This is referred to as the "Lawsuit." The Lawsuit alleges that Frito-Lay failed to provide accurate, itemized wage statements to its employees and failed to pay its employees timely. The Lawsuit seeks penalties (including Private Attorney General Act, or "PAGA" penalties on behalf of the State of California) and attorneys' fees. Frito-Lay denies Plaintiffs' claims, and maintains that it properly provided timely, accurate, itemized wage statements under the law. However, in order to avoid the time and expense of continued litigation, Plaintiff and Frito-Lay agreed to enter into a settlement of this Lawsuit ("Settlement").

2. Why did I receive this notice?

You received this Notice because Frito-Lay's records show that you have been employed in California as an RSA (as defined above) at some point from March 8, 2015 through June 1, 2018.

All Plaintiffs are receiving a Notice. All Plaintiffs who do not timely request to be excluded from the Settlement as set forth below will be "Class Members."

This Notice explains that the Court has granted preliminary approval of a proposed Settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed Settlement.

3. What is a class action, who is involved, and how does it work?

In a class action, one or more people, in this case Wayne Mauldin (the "Named Plaintiff"), file a lawsuit on behalf of people who they believe have similar claims. The people together are called "Plaintiffs". The company they sued (in this case Frito-Lay) is called the Defendant. In this case, the Named Plaintiff and the Defendant have decided to settle the case. However, their proposed Settlement must be approved by the Court. This happens in two stages. First, if the Court is satisfied that the proposed Settlement appears fair, adequate and reasonable, it grants preliminary approval and orders that a Notice like this is sent to the Plaintiffs. Plaintiffs can then request exclusion or object to the proposed settlement if they so desire. Once Plaintiffs have had an opportunity to make this decision, the Court reviews this information and decides whether to grant final approval of the Settlement. If the Court grants final approval, the Plaintiffs who did not ask to be excluded will become Class Members and will be paid out of the Settlement monies in exchange for a release of additional claims.

The Honorable Winifred Y. Smith of the Superior Court of California, County of Alameda (the "Court"), is overseeing this Lawsuit. You can see more information about Judge Smith and the Superior Court of Alameda County at the Court's website at: <http://www.alameda.courts.ca.gov/>.

4. Why is this a class action?

The Named Plaintiff filed his Lawsuit on behalf of himself and on behalf of all other Plaintiffs, as well as on behalf of the State of California. On June 1, 2017, the Parties met to mediate this case, and later decided to settle all claims. The Court then made a preliminary determination that the proposed Settlement appears fair, adequate, and reasonable.

5. Is there any money available now?

No money or benefits are available right now because the Court has not yet decided whether to give final approval to the Settlement. If the Court gives final approval to the Settlement, and you have not requested exclusion, then you will be sent your portion of the Settlement once the Court's order becomes final.

6. Do I have a lawyer in this case?

The Court appointed Joseph Clapp, Esq., of Aiman-Smith & Marcy, located at 7677 Oakport Street, Suite 1150, Oakland, CA 94621, as Class Counsel to represent you and all Class Members. Aiman-Smith & Marcy is the legal counsel representing the Class ("Class Counsel").

You do not need to hire your own lawyer because Aiman-Smith & Marcy is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense.

THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

7. What does the Settlement provide?

The proposed Settlement requires Frito-Lay to pay a Settlement amount not to exceed Eight Hundred Thousand Dollars and No Cents (\$800,000.00). This is called the "Settlement Fund." The amount of the Settlement Fund includes settlement payments to Class Members, a Service Payment for Named Plaintiff, attorneys' fees and costs for Class Counsel, Claims Administration costs, and payment to the Labor and Workforce Development Agency ("LWDA") for its share of PAGA penalties. Settlement proceeds will be paid to Class Members who do not request to opt out of the settlement.

Class Counsel plans to request that the Court authorize payment to them of attorneys' fees in an amount not to exceed Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00), which, if approved, will come from the Settlement Fund amount. Class Counsel will also ask the Court for costs and other expenses, not to exceed Eleven Thousand Dollars and No Cents (\$11,000.00), also to come from the Settlement Fund if approved.

The Named Plaintiff will ask the Court to approve a monetary payment as compensation for the work he has done in bringing and prosecuting the case on behalf of the Plaintiffs, in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) ("Service Payment"). If approved by the Court, the Service Payment will be made from the Settlement Fund amount and will be in addition to any other amounts Named Plaintiff may receive under the terms of the Settlement.

Named Plaintiff will ask the Court to approve a payment of no more than Twenty Thousand Dollars (\$20,000.00) to the claims administrator who is handling the processing of this notice.

Finally, Named Plaintiff will ask the Court to approve a payment of Sixty Thousand Dollars and No Cents (\$60,000.00) to be allocated to PAGA penalties, 75% of which (or \$45,000.00) will be sent to the LWDA, and 25% of which (or \$15,000.00) will be paid to Plaintiff.

8. What can I get from the Settlement?

Your share of the Settlement will depend on: a) how many workweeks you worked during the Class Period as compared to all workweeks worked by all Aggrieved Employees during the Class Period ("Qualifying Workweeks"); and b) the amounts of the attorneys' fees and costs, claims administration expenses, Service Payment, and PAGA amounts approved by the Court. According to Frito-Lay's records, you worked for a total of <<Workweeks>> Qualifying Workweeks. As a result, and based on preliminary calculations, your settlement share will be approximately \$<<EstimatedAward>>. This is only an estimate and may change based on the final ruling of the Court.

9. If the Settlement is approved, when will I receive my share of the Payout Fund?

The Court has scheduled a Final Approval Hearing on December 21, 2018 at 9:00 a.m. at the Superior Court for the State of California for the County of Alameda, Dept. 21, 1221 Oak St., Oakland, CA 94612, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Class Members; and (2) whether the applications for the Service Payment, attorneys' fees and costs, claims administration expenses, and PAGA award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Final Approval Hearing.

Once the order granting final approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Class Members within approximately 90 days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals. Please be patient.

OPTIONS UNDER THE SETTLEMENT

Summary of Your Legal Rights and Options in this Settlement	
DO NOTHING	Receive a settlement award. Release certain claims.
EXCLUDE YOURSELF	Submit an Exclusion request, receive no money and retain your rights. If you submit a timely and valid Exclusion request then you will receive no payment and you will retain your right to pursue claims against Frito-Lay in a separate action/proceeding.
OBJECT	Submit a written objection to the Court. If you disagree with the proposed settlement, you may submit an objection. If the Settlement is approved, you will receive a settlement award, and release certain claims under state law.

HOW YOU RECEIVE A PAYMENT—NO FURTHER ACTION IS NECESSARY

10. How can I receive my portion of the Settlement?

You do not need to take any action in order to receive your portion of the settlement. If this Notice was sent to you at your current address and you agree with the number of Qualifying Workweeks listed in Section 8 above, you do not need to do anything further. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, or if you disagree with the number of Qualifying Workweeks listed in Section 8 above, then you should immediately send a letter to the Claims Administrator stating your name and past and current addresses, and any and all facts and documents which support your position and claimed Qualifying Workweeks.

The Claims Administrator's address is:

Mauldin v Frito Lay Claims Administrator
c/o Rust Consulting Inc. - 6184
PO Box 54
Minneapolis, MN 55440-0054

11. What am I giving up to get a payment?

Unless you exclude yourself, you will remain part of the class, and that means you can't sue, continue to sue, or be part of any other lawsuits against Frito-Lay about the issues in this case, and you will be bound by any orders entered by the Court about these claims. Specifically, you will not be allowed to sue Frito-Lay and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents for the following Released Claims:

any and all claims, demands, rights, liabilities, and causes of action asserted or that might have been asserted based on the facts alleged in the Action,

whether in tort, contract, or for violation of any California constitution, statute, rule or regulation, including California wage-and-hour laws,

whether for economic damages, non-economic damages, restitution, penalties or liquidated damages,

arising out of, relating to, or in connection with the Claims asserted or that could have been asserted in the Complaint filed in the Action based on alleged violations of Labor Code section 204b and/or Labor Code section 226, including but not limited to claims for an alleged failure to timely pay all wages owed, including overtime wages, and/or provide accurate itemized wage statements in accordance with California law; claims that Defendants owe penalties (including but not limited to PAGA penalties) resulting from their alleged failure to timely pay all wages owed, including overtime wages, and/or provide accurate itemized wage statements in accordance with California law; attorneys' fees and/or costs, or other damages of any kind based on a failure to comply with Labor Code sections 204b and/or 226, or other rules or regulations governing the payment of wages and/or governing wage statements, at any time during the Class Period (whether based on California state wage and hour law, contract, or otherwise).

Specifically and only with respect to the Released Claims addressed above, you stipulate and agree that, upon the Effective Date, you shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

You may hereafter discover facts in addition to or different from those you now know or believe to be true specifically with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing waiver and release is not to be construed as a general release, but instead, as a release and waiver with respect to all known and unknown Released Claims only, to the fullest extent permitted by law.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue on your own about legal issues alleged in this case, and/or you don't want a payment from this Settlement, then you must take certain steps. This is called excluding yourself — or is sometimes referred to as “opting out” of the Settlement Class.

12. How do I request to be excluded from the Settlement?

To exclude yourself from the Settlement, or “opt out,” you must submit a written statement requesting exclusion from the Class postmarked on or before August 15, 2018. Your written request for exclusion must contain your name, address, telephone number and last five digits of your social security number, and the location and years of your employment with Frito-Lay. You must return your request to Mauldin v Frito Lay Claims Administrator, c/o Rust Consulting, Inc - 6184., PO Box 54, Minneapolis, MN 55440-0054 postmarked no later than **August 15, 2018**.

13. If I don't exclude myself, can I sue Frito-Lay for the same thing later?

No. If you do not submit a valid and/or timely request for exclusion postmarked by **August 15, 2018**, you will be bound by all terms of the Settlement, and any Final Judgment entered in the Lawsuit, if the Settlement is approved by the Superior Court.

14. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not be part of the Settlement and cannot receive any payment.

OBJECTING TO THE SETTLEMENT

15. Why would I ask to object?

If you think that the proposed Settlement is unfair, inadequate or unreasonable, you can object to the proposed Settlement. If you object, you may not simultaneously request exclusion from the lawsuit, so if the Court approves the proposed Settlement, then you will receive a share of the Settlement money and you will be bound by the terms of the Release set forth in Paragraph 11.

16. How do I ask the Court to object?

If you want to object to the Settlement, you must (a) file with the Court a notice of intention to appear (if you wish to appear at the Final Approval Hearing), along with any papers for the Court to consider, and (b) mail or personally deliver copies of those papers to the attorneys listed below postmarked no later than **August 15, 2018**.

All objections should be filed with the Superior Court at: The Superior Court for the State of California for the County of Alameda, Dept. 21, 1221 Oak St., Oakland, CA 94612. The filing deadline is August 15, 2018. The objections should state the case name and number, which is *Mauldin v. Rolling Frito-Lay Sales, LP, et seq.*, Case No. RG16811677.

Copies of all documents filed with the Superior Court must also be sent to the following: (1) Aiman-Smith & Marcy, 7677 Oakport Street, Suite 1150, Oakland, CA 94621, attention: Joseph Clapp; and (2) Sheppard Mullin Richter & Hampton LLP, 501 W. Broadway, 19th Floor, San Diego, CA 92101, attention: Samantha D. Hardy.

If you object in the manner provided above, and you provide notice of your intention to appear, then you or your attorney may appear at the Final Approval Hearing, currently set for December 21, 2018 at 9:00 a.m. at the address listed above for the Superior Court, to present any arguments concerning the fairness, reasonableness and adequacy of the Settlement, or concerning the Named Plaintiff's application for the Service Payment; the award of attorneys' fees and costs; the amount awarded for Claims Administration expenses; or the PAGA payment to the LWDA. However, if you do not object in the manner provided above, your objection may be considered waived and you will not be able to make that objection or any other objection later.

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

18. What happens if I do nothing at all?

By doing nothing, you will receive your share of the settlement. In addition, you will be deemed to have waived any right you might have had to sue Frito-Lay as part of any lawsuit about the claims that are the subject of this Lawsuit. You will also be legally bound by all of the orders and judgments the Court makes in this Lawsuit.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing in front of the Honorable Winifred Y. Smith on December 21, 2018, at 9:00 a.m. at the Superior Court for the State of California for the County of Alameda, Dept. 21, 1221 Oak St., Oakland, CA 94612, to determine whether the proposed Settlement of the Lawsuit is fair, adequate, reasonable and should be finally approved by the Court and whether Judgment should be entered. At the Hearing, Class Counsel will speak on your behalf and answer any questions Judge Smith might have.

19. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Class Member and wish to speak, you must file and serve an objection as described above before you can speak at the hearing.

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. For a more detailed statement of the matters involved in the Lawsuit and the proposed Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Representative and Class Action Claims, and other papers filed in the Lawsuit, which may be inspected at the Office of the Clerk of the Court, during regular business hours of each Court day. The Court's address is: the Superior Court for the State of California for the County of Alameda, Dept. 21, located at 1221 Oak St., Oakland, CA 94612.

21. How do I get more information?

All questions regarding this Notice and/or the Settlement should be directed to your Class Counsel: Joseph Clapp, Esq., Aiman-Smith & Marcy, 7677 Oakport Street, Suite 1150, Oakland, CA 94621, Tel.: (510) 590-7115, Email: jc@asmlawyers.com; Website: <https://www.asmlawyers.com/>.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, FRITO-LAY, OR
FRITO-LAY'S ATTORNEYS WITH INQUIRIES.**

PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California; I am over eighteen years of age and not a party to the within action. I am either admitted to practice before this Court or employed in the Office of an attorney admitted to practice in this Court. My business address is 7677 Oakport, Suite 1150, Oakland, California 94621.

On this date, I served the following:

DECLARATION OF JENNIFER MILLS FOR RUST CONSULTING, INC.

by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Samantha D. Hardy, Esq. Tara M. Duester, Esq. Sheppard Mullin Richter & Hampton LLP 501 West Broadway, 19 th Floor San Diego, California 92101-3598	Attorneys for Defendants ROLLING FRITO-LAY SALES, LP and FRITO-LAY, INC.
California Labor and Workforce Development Agency Attn. PAGA Administrator 1515 Clay Street, Suite 801 Oakland, CA 94612	

X [By Mail] I caused such envelope, with postage fully prepaid, to be placed in the United States mail at Oakland, California.

— [By Personal Service] I caused such envelope to be delivered by hand to the above address.

— [By E-Mail] I caused such document to be delivered by electronic transmission/e-mail to the above addressee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: November 29, 2018


Norma Dale