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FILED BY FAX

ALAMEDA COUNTY

May 29, 2018

CLERK OF
THE SUPERIOR COURT
By Dajuana Turner, Deputy

CASE NUMBER:

RG16811677

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

11 WAYNE MAULDIN, an individual, on behalf of
12 himself and all others similarly situated,

13 Plaintiff,

14 vs.

15 ROLLING FRITO-LAY SALES, I.P, a Delaware
16 Limited Partnership; FRITO-LAY, INC., a
17 Delaware Corporation; and DOES 1 through 25,

18 Defendants.

) Case No.: RG16811677

) **CLASS ACTION**

) **Declaration of Wayne Mauldin in Support of**
) **Plaintiff's Motion for an Order**

-) (1) **Conditionally Certifying a**
) **Settlement Class;**
) (2) **Appointing Class Representative,**
) **Class Counsel, and Claims**
) **Administrator;**
) (3) **Preliminarily Approving Settlement;**
) (4) **Authorizing Class Notice; and**
) (5) **Scheduling a Final Approval Hearing.**

) Date: June 1, 2018

) Time: 10:00 a.m.

) Courtroom: 21

) Judge: Hon. Robert McGuiness

) Complaint Filed: April 14, 2016

) Reservation Number: R-1949680

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28 Mauldin Dec. in Support of Motion for Preliminary Approval of Class Settlement

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

Case No. RG16811677

1 I, Wayne Mauldin, declare:

2 1. I am the plaintiff in this action. I swear to the following facts based on my personal
3 knowledge of those facts.

4 2. From July 2013 until November 2015 I was employed by Frito-Lay as a local delivery
5 driver with the job title of "Route Sales Associate."

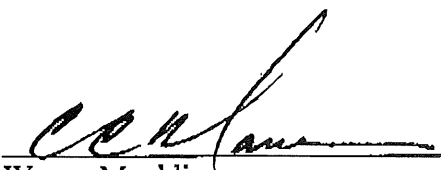
6 3. The workweek at Frito-Lay was Sunday through Saturday, and payday was every Friday.
7 The regular payday for a workweek, however, was the Friday before the Saturday that ended that
8 workweek. Frito-Lay would pay all non-overtime hours worked during a workweek on the regular
9 payday, but would pay overtime wages on the second Friday after that regular payday. The overtime
10 hours and overtime wages earned during that workweek would be reported on the wage statement
11 received on the second Friday after the regular payday.

12 4. I have no known conflict of interest with any other RSA. I have been involved in the
13 prosecution of this case from the beginning, and I intend to continue assisting my counsel in the
14 prosecution of this case until the end.

15 5. As a condition of my employment with Frito-Lay, I was forced to enter into Frito-Lay's
16 form arbitration agreement waiving any right to bring a class or collective claim. I have attached a
17 copy of this agreement as Exhibit "Dispute Resolution Program."

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

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22 Date: May 23, 2018

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Wayne Mauldin

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Exhibit "Dispute Resolution Program"



May 1, 2015

Dear Fellow Employees:

We are committed to building a strong relationship between the Company and you – a relationship built on trust, respect and open communication. We have always searched for ways to continue to improve the way we resolve the disputes and problems that arise in the workplace before they grow into a crisis.

We have therefore adopted, effective June 1, 2015, the Dispute Resolution Program that is described in the enclosed Program Booklet. We believe the Dispute Resolution Program will better enable us to reach our goal for open communication and fast, fair problem resolution.

From and after June 1, 2015, the Dispute Resolution Program will be the exclusive means for resolving all legal, work-related disputes. Please read the attached Program Booklet carefully. You are receiving this letter and Program materials as part of a training session to discuss the Dispute Resolution Program. Please listen carefully to the presentation of the Program and feel free to ask questions.

Your agreement to the Program provisions, including arbitration, will be expressed by accepting the benefits of your employment, and by the Company's mutual promise to follow the Program's provisions, including those governing mandatory binding arbitration.

I sincerely appreciate your support for this important Program.

Sincerely,

Patrick McLaughlin
Sr. Vice President, Human Resources
Frito-Lay, Inc.



FRITO-LAY, INC.

**CALIFORNIA
DISPUTE
RESOLUTION
PROGRAM**

PROGRAM BOOKLET

**FOR HOURLY/COMMISSIONED/OTR
EMPLOYEES**

DISPUTE RESOLUTION PROGRAM

This Dispute Resolution Program is adopted for Frito-Lay, Inc. (with PepsiCo, Inc., its subsidiaries, divisions, affiliates, predecessors and successors, and assigns of any of them, hereinafter "the Company").

The Company is committed to building a strong relationship between the Company and all of our employees ... a relationship that is based on trust and open communication. The Company is an equal opportunity employer and strives to maintain an atmosphere of mutual trust and open, honest communication. By working together, we can reach any goal we set for ourselves. We do not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, gender identity, veteran status or any other protected category under state, local or federal law. This also prohibits discrimination based upon the perception that an individual has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. We do not and will not tolerate harassment or discrimination by any employee, regardless of their status with the Company, and no employee will be retaliated against for using this Program. The Company will not retaliate against any employee for taking any legitimate action nor for engaging in any legitimate or lawful activity.

We understand, however, that problems and disagreements are unavoidable when people with different viewpoints spend a lot of time together. We cannot entirely eliminate disagreements but we can provide a process for resolving them when they do occur by taking prompt constructive action.

Based on these beliefs and values, we developed the DISPUTE RESOLUTION PROGRAM (the "Program"). The Program is a four-step process for resolving your workplace problems quickly and fairly. This policy describes the steps that both you and the Company must take to resolve many types of workplace problems. The Company is also obligated to follow the Program and will also be bound by arbitration. The types of problems covered by the Program are explained in detail in this policy.

THIS PROGRAM IS A CONDITION OF YOUR EMPLOYMENT AND IS THE EXCLUSIVE MEANS BY WHICH LEGAL ISSUES RELATING TO YOUR EMPLOYMENT MAY BE RESOLVED, SO READ THE INFORMATION IN THIS PROGRAM BOOKLET CAREFULLY. THIS PROGRAM DOES NOT AFFECT THE COMPLAINT PROCEDURE OR THE ADR PROGRAM CURRENTLY IN PLACE FOR NON-LEGAL TERMINATION ISSUES.

When you have a legal issue related to your employment, you will follow the steps listed below in this policy.

Step 1: Communication

In any relationship, when a disagreement occurs, keeping emotions bottled up inside only causes the problem to get bigger. At the Company we want to encourage open communication ... so we can solve the problem with the least amount of stress for those involved. To do this, we have developed the Communication Step ... an open-door policy that encourages you to talk with your supervisor to get your concern addressed quickly.

- A. **Talk directly to your immediate supervisor.** If you have an issue, you are encouraged to first discuss it with your immediate supervisor as soon as possible after the problem arises. The supervisor will provide a written response to your issue, if necessary, within fifteen (15) business days.
- B. **If your issue involves your 1st Level Manager, you can either raise the issue with your 2nd Level Manager, or skip directly to Step 2.**

Step 2: Executive Review

If you have tried the Communication Step and are not satisfied, you may request the Executive Review Step. In this step, the Company's Regional Vice President (RVP) (or the RVP's designee) will review the issue or problem and attempt to resolve the issue or problem to your satisfaction and to the satisfaction of your supervisor and the Company. Failing that, the RVP (or the RVP's designee) will make a decision regarding the issue.

Here is how you obtain access to the Executive Review Step:

1. **Request review.** Within five (5) business days following your receipt of the response to Step 1 of the Communication process, you can start the Executive Review process by contacting your region's RVP. You may also request Executive Review without going through Step 1 if your issue involves your immediate supervisor.
2. **Information submitted.** In order to access the Executive Review Step, you should provide a written statement (using the "Request for Executive Review" form) that contains as much of the following information as is reasonably available to you:
 - a. Describe in detail, to the best of your ability, the factual basis on which your claim is made.
 - b. Describe the measures you have taken at the Communication Step to resolve the issue including the supervisors or other individuals you have spoken with about the problem.
 - c. Describe the resolution that you are seeking or how you would like the Company to fix the problem.

You must obtain a copy of the Request for Executive Review form to use for this purpose from your supervisor or the RVP. (If you are not sure who your RVP is, you should contact your local Human Resources Representative.)

3. **The review.** The Company's RVP (or the RVP's designee) will review the problem and make whatever investigation he/she believes is appropriate under the circumstances. This may include, in all likelihood, a discussion with you and your manager and a review of all relevant documents.
4. **The solution.** The review will be made within ten (10) business days after the company receives your completed Request for Executive Review form. The RVP (or the RVP's designee) will attempt to find a way to resolve the problem to the satisfaction of all the parties involved in the situation. However, if the problem cannot be resolved in this manner, the RVP (or the RVP's designee) will make a decision. That decision will be made in writing, generally within ten (10) business days of your Request for Executive Review.
5. **Non-legal claims.** All non-legal claims should proceed through the complaint procedure as outlined in your handbook for your location.

Step 3: Mediation

If you believe you have a legal claim that was not solved through open communication or Executive Review, the next step is mediation. In mediation, the Company and employee speak with an objective, independent third party to help.

When you or the Company request mediation, the Company and employee will work together to choose a professional mediator to mediate the dispute. The employee does not pay a fee for mediation. The mediator will listen, work to open communication lines, and offer solutions. But the mediator does not make a final decision. It is up to you and the Company to reach agreement. The goal of mediation is to develop a solution that satisfies both parties involved in a way that strengthens, rather than weakens, the working relationship.

Here is how to put the Mediation Step to work for you:

1. **Request Mediation for a legal claim.** After the conclusion of the Executive Review process, advise the Human Resources VP (or his/her designee) that you wish to request mediation. You should request mediation as soon as possible but within sixty (60) calendar days from the date of conclusion of the Executive Review Step so that the issues will be fresh in your mind. You will be requested to complete a Request for Mediation form, which will be furnished by the HR VP (or his/her designee).
2. **Mediator selected.** When either you or the Company request mediation, you and the Company will work together to select an outside, independent neutral mediator to handle the mediation process. The Company will pay the fees of the mediator and the mediation agency.
3. **You, the mediator and the Company representative meet.** The mediator will schedule a meeting between you and the Company representative. If you wish, may retain a lawyer (at your own expense) to represent you during the mediation. The mediator will guide the discussion and help resolve the problem. However, it is up to both you and the Company to reach agreement. The mediator does not make the final decision.
4. **Written agreement.** If appropriate, after you and the Company have agreed upon a solution, a written agreement will be signed by both you and the Company representative.

Step 4: Arbitration

If you have a work-related problem that involves one of your legally protected rights (outlined on the following page), which has not been resolved through the earlier steps, and you wish to pursue the matter further, you must request arbitration.

In arbitration, an outside neutral expert called an arbitrator becomes involved in the resolution process. He or she listens to the facts, then makes a final binding decision and awards any damages, just like a judge in a court of law. Arbitration is less formal than conventional court litigation but is clearly established and governed by rules and standards of conduct, which are designed to assure due process of law is fully protected. However, the goal of arbitration is still to provide quick problem resolution without damaging the working relationship.

Here is how the arbitration process works:

1. **Request arbitration.** If you believe you have a legal claim, you must request that your claim go to arbitration. Simply complete a Request for Arbitration form and return it to your manager or HR representative **via certified or registered mail, return receipt requested**. The form can be obtained from any supervisor, Human Resources, or the RVP (or the RVP's designee).
2. **Choose an arbitrator.** The Company will send your request to the American Arbitration Association ("AAA"). Once the AAA receives your request to begin arbitration, it will send both you and the Company a list of approved arbitrators with a brief biography on each. Once you receive the list, you and the Company each remove the names of any arbitrators that you do not want to hear the case, list in order of preference the remaining arbitrators, and then return the list to the AAA. The arbitrator who has received the highest ranking in order of preference from both lists shall be assigned. If this process does not result in the selection of an arbitrator, the AAA will appoint an arbitrator.
3. **A hearing is set.** The AAA arbitrator will schedule a date, time and place for a hearing. During this hearing, both you and the Company present the pertinent facts. You may hire a lawyer to participate in the arbitration hearing with you. The hearing will be conducted in the community where you are employed or in another mutually agreeable location.
4. **A decision is made.** Based on the information presented and the facts gathered, the arbitrator will make a final binding decision in writing. The decision of the arbitrator shall have preclusive effect with respect to any subsequent litigation. In other words, neither you nor the Company can ignore the arbitrator's decision and start over by filing a lawsuit. (Although in certain circumstances you may be entitled to file an appeal.) If you win, the arbitrator can award you anything you might seek through a court of law. By using arbitration, your rights are protected and damages can be paid if those rights have been violated. It is only the process that is different.

The applicable rules of arbitration through the American Arbitration Association can be found on their website at ADR.org.

Program Rules

Claims Subject to Arbitration

Claims and disputes subject to arbitration include all those legal claims you may now or in the future have against the Company, or against its officers, directors, shareholders, employees or agents, and all claims that the Company may now or in the future have against you, whether or not arising out of your employment or termination, except as expressly excluded under the "Claims Not Subject to Arbitration" section below.

The legal claims subject to arbitration include, but are not to be limited to:

- claims for wages or other compensation (including penalties and interest);
- claims for breach of any contract, covenant or warranty (expressed or implied);
- tort claims (including, but not limited to, claims for physical, mental or psychological injury, but excluding statutory workers compensation claims);
- sexual harassment;
- discrimination (including, but not limited to, claims based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, gender identity, veteran status or any other protected category under state, local or federal law);
- "whistleblower" claims under any federal, state or other governmental law, statute, regulation or ordinance;
- claims for a violation of any other non-criminal federal, state or other governmental law, statute, regulation or ordinance; and
- claims for retaliation under any law, statute, regulation or ordinance, including retaliation under any workers compensation law or regulation.

Claims Not Subject to Arbitration

The only claims or disputes not subject to binding arbitration are as follows:

- any claim by an employee for benefits under a plan or program which provides its own binding administrative remedies and procedures;
- any statutory workers compensation claim;
- unemployment insurance claims;
- non-legal claims or wrongful termination claims addressed under the current complaint procedures and appeals process for your location;
- Pending U.S. District Court Case Numbers 1:14-CV-00797-AWI-MJS and ED CV 14-2550-DOC-KKx; and
- any lawful claim(s) brought under the Dodd Frank Act's whistleblower protection, pursuant to 15 U.S.C. Section 1514A, et. Seq., is exempted from this Program;
- any lawful claim(s) brought under Sarbanes-Oxley whistleblower protection, pursuant to 18 U.S.C. Section 1514A, et. Seq., is excluded from this Program;
- any third party claim involving a governmental agency such as the NLRB or EEOC, with the exception that a "Right to Sue" letter issued by these agencies to an employee would proceed under this mandatory arbitration process.

Neither the employee nor the Company has to submit the items listed under this "Claims Not Subject to Arbitration" caption to binding arbitration under this Program and may seek and obtain relief from a court, other programs that may apply, or the appropriate administrative agency.

The employee and company each agree, that there shall be no class or collective action arising from any employee's claim(s), and each employee may only maintain a claim under this plan on an individual basis and may not participate in a class or collective action other than those class actions currently pending that are listed above.

If any provision within this plan is deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this plan shall remain in full force and effect.

Any and all decisions as to the applicability or enforceability of this Program are delegated to, and must be decided, by the arbitrator appointed to the matter.

Also, any non-legal dispute is not subject to arbitration. Examples include disputes over a performance evaluation, issues with co-workers, or complaints about your work site or work assignment which do not allege a legal violation. For such

issues, you may be eligible to participate in your location's ADR process (see applicable employee handbook).

Required Notice of All Claims

When seeking arbitration, the claimant must file the Request for Arbitration form and give written notice of any claim to the other party within one year or within the applicable statute of limitations, whichever is longer. The day the act occurred, and/or the day the request for arbitration was submitted shall be counted for purposes of determining the applicable period.

Use the Request for Arbitration form when submitting a claim for arbitration. Identify and describe the nature of all claims asserted and the facts on which your claims are based. Send this written notice by certified or registered mail, return receipt requested. If the Company wishes to invoke arbitration, it will give written notice to you at the last address recorded in the Company's payroll records.

Arbitration Procedures

You must use the Mediation Step explained in this policy before requesting arbitration. The AAA will administer any arbitration under the AAA's "Employment Arbitration Rules and Mediation Procedures" and in conformity with this Dispute Resolution Program. Go to ADR.org to obtain a copy of the rules or request a copy from the Company. The rules in effect on the date a demand is made shall control.

The arbitration will be before a neutral arbitrator who is licensed to practice law and who has significant experience in the employment law area. The arbitration shall apply the substantive law and the laws of remedies, if applicable, of the state of California, or federal law, or both (including city or local ordinances), depending upon the claims asserted. The decision of the arbitrator shall be in writing and shall provide the reasons for the award unless the parties agree otherwise.

The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold a pre-hearing conference by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to rule on a motion to dismiss and/or a motion for summary judgment by any party and, in doing so, must apply the standards governing such motion under the Federal Rules of Civil Procedure.

Pre-Arbitration Procedures

Each party has a right to take a maximum of (7) depositions. If the party can prove to the Arbitrator compelling reason(s) why it is needed to exceed a maximum of (7) depositions, the Arbitrator may, in his or her discretion, allow in excess of (7) depositions to be taken by either party. Unless agreed to otherwise in writing by both parties, discovery shall be conducted in the most expeditious and cost-effective manner possible, and shall be limited to that which is clearly relevant and material to the dispute and for which the party has a substantial, demonstrable need.

You and the Company have the right to subpoena witnesses to the arbitration in accordance with the Federal Rules of Civil Procedure. At least thirty (30) days before the arbitration, you and the Company must exchange lists of witnesses (including any experts) and copies of all exhibits to be used at the arbitration.

Any disputes regarding discovery shall be decided by the Arbitrator and the Arbitrator may grant, upon good cause shown, either party's request for discovery in addition to or limiting that expressly provided in this Program.

Arbitration Fees and Costs

There are two types of administrative fees and costs associated with the arbitration; a filing fee with the arbitration agency selected and payment to the arbitrator for his or her services and expenses. Such fees and other expenses shall be allocated as follows:

1. If either party requests arbitration, the Company will pay the arbitration agency's initial filing fee.
2. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.
3. Each party shall be responsible for its own attorneys' fees and related litigation expenses, if any; however, if any party prevails on a statutory claim, which allows the prevailing party to be awarded attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party.
4. The arbitrator may assess attorneys' fees against a party upon showing by the other party that the first party's claim is frivolous or unreasonable or factually groundless.
5. If either party pursues a legal claim covered by the Dispute Resolution Program in court by any means other than arbitration, the responding party shall be entitled to a stay or dismissal of such action, the remand of such action to arbitration, and the recovery of all costs and attorneys' fees and expenses related to such action.

Multi-State Business

The Company is engaged in transactions involving interstate commerce and your employment involves such commerce; therefore, the parties agree that the Federal Arbitration Act shall govern the interpretation, enforcement and proceedings under the Dispute Resolution Program.

Program Provisions/Enforcement

The provisions of the Program document are severable and, should any provision be held unenforceable, all others will remain valid and binding. No provision of the Program document will be held unenforceable if such provision can be reasonably interpreted in a manner that results in such provision being enforceable. Unless this provision would result in the Program being held unenforceable under prevailing law, the arbitrators, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, arbitrability, applicability, enforceability or formation of the agreement to arbitrate including, but not limited to, any claim that all or any part of the agreement to arbitrate is void and voidable.

If a court should determine that arbitration under this Program is not the exclusive, final and binding method for the Company and its employees to resolve disputes and/or that the decision and award of the arbitrator is not final and binding as to some or all of a party's claim(s), the party must submit the claim(s) to arbitration and pursue the arbitration to conclusion before filing or pursuing any legal, equitable, or other legal proceeding for any eligible claim in a court of competent jurisdiction.

Program Steps

While we encourage you to use all of the steps in the Program in the order outlined, we realize that in some cases it may not be appropriate to use the preliminary steps. Accordingly, if your claim involves a legal claim that is subject to arbitration hereunder, you may proceed directly to Step 3, Mediation, without first using Step 1, Communication, or Step 2, Executive Review. The Company may also skip Steps 1 and 2 if a legal claim is involved.

Not an Employment Contract

While this Program constitutes a binding promise between you and the Company to arbitrate all claims in dispute described in this Program Booklet, this Program is not and shall not be construed to create any contract of employment, expressed or implied. Nor does this Program in any way alter the "at-will" status of any employee.

Exclusive Remedy

This Program will prevent you from proceeding with or recovering from a lawsuit in Court for individual or collective relief for a legal claim subject to arbitration. However, the Program will not prevent you from filing a charge with any state or federal administrative agency.

This Program shall constitute the mandatory and exclusive means by which all covered workplace claims may be resolved. The submission of an application, acceptance of employment or the continuation of employment by an individual shall be deemed to be acceptance of the Dispute Resolution Program. No signature shall be required for the policy to be applicable. This agreement applies and extends to all future employment with the company and shall survive any termination and/or resignation.

This Dispute Resolution Program is effective beginning June 1, 2015. The new or continued employment of any employee on or after June 1, 2015 constitutes acceptance of the terms of this program.

**QUESTIONS & ANSWERS
ABOUT THE DISPUTE RESOLUTION PROGRAM
(THE "PROGRAM")**

GENERAL QUESTIONS ABOUT THE PROGRAM

Q.1 To whom does the Program apply?

A.1 Effective July 1, 2015, the Program applies to all Company employees based in California.

Q.2 Do I have to sign anything because of the implementation of the Program?

A.2 You will be required to attend a training session (or a webinar) during which the program will be explained and you will have the opportunity to ask questions. Your agreement to all of the Program policy provisions, including the arbitration, will be expressed in one or more of the following ways, beginning July 1, 2015:

- By your signing the Agreement and Receipt for Dispute Resolution Program; OR
- By continuing your employment with the Company; OR
- By accepting the benefits of your employment; OR
- By the Company's mutual agreement to follow the Program and its provisions requiring mandatory, binding arbitration.

Note: Continuance of employment and acceptance of employment benefits signifies agreement to participate in the Program even if you do not sign the Agreement and Receipt for Dispute Resolution Program.

Q.3 Can I use the Program to resolve any problem I experience at work?

A.3 You can use the Program to resolve almost any work-related legal issue you have. There are some very limited circumstances, however, when the Program will not apply to the resolution of a workplace dispute. That is because there are some policy considerations and legal constraints that make it impossible for one dispute resolution process to govern every single workplace concern. For example, you cannot use the Program to resolve disputes arising from workers compensation or unemployment insurance claims. A complete list of exclusions is in your Program Booklet.

Q.4 What are my responsibilities under the Program?

A.4 The basic responsibilities employees and managers have under the Program are few but important:

- As an employee you must speak up if you have a complaint. You cannot remain silent and allow the issues to "fester". You must give the Company an opportunity to address the issue or problem.
- Work together quickly and cooperatively to try and solve disputes.
- Treat one another with respect.
- As a manager, be open to hearing a complaint. **Never** retaliate against an employee for using the Program process.
- Treat disputes confidentially -- advising others about the problem or situation only on a "need to know" basis.
- Treat the proceedings confidentially.

Q.5 What is the difference between this Program and the ADR Program that's in my employee handbook?

A.5 There is one key difference. The Program is designed to allow employees to bring up and resolve **legal issues**. In other words, an employee who uses the Program is claiming that the Company violated a law or regulation. An example would be a female employee who feels that she is being disciplined unfairly due to her gender.

The ADR Program that is in the handbook is utilized only in the case of a termination of employment, and only for non-legal issues. For example, an employee who was terminated for a policy violation but feels that the discipline was too harsh, could utilize the complaint procedure and ADR program to argue for a lesser step of discipline.

If you are not sure which process applies to your issue, you can always contact your local Human Resources representative. (NOTE: The Associate Handbook which applies to Salaried Exempt and Non-Exempt employees does not include an ADR Program).

Q.6 Why is the Company rolling out this Program?

A.6 There are several reasons. Over the last 15 or so years, the Company has spent millions defending against class action lawsuits in California. In some cases, genuine issues were identified (and corrected), and in other cases, the allegations were completely baseless. Unfortunately, right or wrong, the Company has to defend against the charges, resulting in millions paid out in legal fees to the attorneys defending the Company, and hundreds of employee hours that could have been spent focused on running the business. Moreover, in nearly every circumstance the Company made a business decision to settle because the cost to settle was less than the cost to continue to litigate. As is often said when it comes to litigation, the only winners are the attorneys.

The Program gives the Company and employees the opportunity to have an open dialogue about legal issues through the first two steps of the process, and then involves a neutral third party to facilitate resolution in the mediation step. If the employee and the Company ultimately can't come to agreement, the employee retains his/her right to pursue legal remedies through the arbitration process.

In benchmarking with many other companies in California, we know that most major companies have also implemented arbitration programs. In addition, for the reasons stated below, the Company feels strongly that arbitration benefits both the Company and the employee.

- Arbitration offers significant advantages over litigation without compromising employees' rights to be heard or to pursue damages if they feel that they have been wronged.
- Arbitration is a relatively quick mechanism for resolving disputes. That means people do not become distracted or absorbed with the problem for years.
- Arbitration is a cost-effective means for resolving disputes. By shortening the dispute resolution process and simplifying the procedures, both parties save a considerable amount on legal expenses.
- The litigation system is a very adversarial one. Battle lines often get drawn and the war wages on for years. Relationships between the Company and the employee become very strained and relationships between the employee and his/her colleagues can be damaged beyond repair. It is almost impossible to preserve productive working relationships in this context.

QUESTIONS ABOUT STEP 1
(Communication)

Q.7 Do I have to take my issue up with every manager in my management chain during Step 1 before I am allowed to file a Step 2 appeal?

A.7 No. Where you start depends on your job classification:

Supply Chain Employees: Speak to the appropriate Leadership Team Member
Sales Employees: Speak to your Zone Sales Leader
Sales Operations Employees: Speak to your Region Operations Director
Salaried Exempt/Non-Exempt Employees: Speak to your 2nd Level Manager

In most cases you should begin the process with the manager listed above, but there is no additional requirement to take your complaint further up the chain of command before you request the Step 2 Executive Review. *Further, if your issue involves the individual listed above, you can either raise the issue with another manager, or skip directly to Step 2, Executive Review.*

**** In some cases reports to the Company's Speak Up line will be treated as a Step 1, thereby initiating the process.**

- Q.8** What if a manager I approach during Step 1 ignores my request for help with a problem?
- A.8** If the person you approach is unresponsive, you should speak to another manager, or skip to Step 2.
- Q.9** What happens if my manager starts to make things difficult for me after I take my problem to a higher-level manager?
- A.9** The Company will not tolerate retaliation against any employee who uses the Program process to try and resolve a concern. If you feel you are being retaliated against for raising an issue, please contact the Company's Human Resources Department immediately or call Speak Up at 1-866-729-4888.
- Q.10** What happens if my problem is with the person I'm supposed to talk to for Step 1? Who do I go to for help during Step 1?
- A.10** If the person you are supposed to talk to in Step 1 is part of the problem, you can either speak to another manager or skip directly to Step 2, Executive Review.
- Q.11** What should I do as a manager if an employee who does not report to me brings an issue to my attention?
- A.11** In general: Review the Program process and explore problem-solving options with the employee. If appropriate, call Human Resources and request assistance.
- In cases of alleged harassment: If the employee brings a sexual or other form of harassment issue to your attention, you must determine whether immediate action is necessary, e.g., removing the employee from the situation. Listen carefully to the problem and immediately report the issue to the Human Resources Department.*
- Q.12** As an employee are there any deadlines I need to observe in bringing a Step 1 complaint forward?
- A.12** As an employee, you should bring an issue forward immediately and no later than the applicable statute of limitations for that legal claim. Although not required, it is best to present a written complaint containing as much detail as possible. If you are not sure about the applicable statute of limitations, contact your local Human Resources manager or your own private attorney.
- Q.13** As a manager are there any deadlines I need to observe in responding to a Step 1 complaint?
- A.13** As a manager, a written response should be completed within fifteen (15) business days of the receipt of the employee's complaint.

QUESTIONS ABOUT STEP 2 **(Executive Review)**

- Q.14** How do I go about filing a Request for Executive Review?
- A.14** A Step 2 appeal is more formal than Step 1 and must be put in writing. If you are an Hourly, Commissioned, or Over the Road Driver, your Step 2 appeal goes to your Region Vice President (RVP) or his/her designee. If you are a Salaried Exempt or Non-Exempt employee, your Step 2 appeal goes to the Headquarters-based Human Resources Vice President (HQ HRVP) or his/her designee.
- The appeal should be filed within five (5) business days following your receipt of the response to Step 1. You should utilize the Request for Executive Review form and provide the following information to the best of your ability and knowledge:
- Describe in detail the factual basis on which your claim is made.
 - Describe the measures you have taken at the Communication Step to resolve the issue, including the Supervisors or other individuals you have spoken with about the problem.
 - Describe the resolution you are seeking or how you would like the Company to fix the problem.

You can contact your local Human Resources Representative to obtain the Executive Review Form, and he/she can also assist you with filing the form with the RVP or HQ HRVP.

Q.15 Will I be required to personally present my case to the executive?

A.15 No.

For cases not involving allegations of illegal harassment: The Company's RVP or HQ HRVP (or his/her designee) will review your written appeal or other relevant information provided to become familiar with your issue. If he/she needs more information from you to fully understand the situation, the RVP or HQ HRVP (or his/her designee) will contact you. If more information is required, you will ordinarily be asked to provide clarification in writing or by phone.

For cases involving allegations of illegal harassment: In most cases allegations of illegal harassment will be handled by Human Resources due to the sensitivity and the potential need to take certain immediate steps.

Q.16 Who will the RVP or HQ HRVP talk to as he/she reviews an appeal?

A.16 The RVP or HQ HRVP may talk to anyone he/she thinks has information relevant to making a decision. Typically, this might include you, your manager(s), coworkers, or others who may have information.

Q.17 Will the RVP or HQ HRVP just make a "yes/no" decision, or will he/she have the flexibility to make a compromise?

A.17 The RVP or HQ HRVP will review all the facts and decide what he/she feels is the best resolution to the problem. This final internal solution may or may not be exactly what either party has proposed.

QUESTIONS ABOUT STEP 3 **(Mediation)**

Q.18 How do I request mediation?

A.18 You should request mediation as soon as possible but within sixty (60) calendar days from the date of the completion of Executive Review Step. You start the process by completing and returning a Request for Mediation form, which is available from your local Human Resources manager.

Q.19 Where do I send the form or how do I get this going?

A.19 You should send the form to:

Attention: Frito-Lay Legal Department
Frito-Lay, Inc.
7701 Legacy Drive
Plano, TX 75024

Determinations of timeliness will be made based upon the applicable postmark. When the Law Department receives the form, it will contact an outside independent organization or neutral mediator to handle the mediation process.

Q.20 Do mediators make a decision?

A.20 No. The mediator does not make any decisions. The mediator only assists you and the Company with finding a solution to the dispute so that the relationship may continue.

Q.21 Will mediation be conducted where I live or work?

A.21 Yes. The mediator selected will be someone from the area where you live or work and the mediation will be conducted in the vicinity of your work or another mutually agreeable location.

Q.22 How long does mediation take?

A.22 Generally mediation is concluded in a matter of hours and certainly not more than one (1) day. An average mediation process would last generally 2 to 3 hours.

Q.23 Does mediation cost me anything?

A.23 No. The Company will pay the cost involved in the mediation process. Of course, you pay your own expenses such as travel and legal counsel fees.

Q.24 Will I need to take a day off for the mediation?

A.24 Every effort should be made to schedule the mediation on your normal day off. However, if that is not possible, you will receive your normal pay for the day as if it were a vacation day. If the mediation lasts less than a half-day, and you would otherwise be working that day, you may be asked to return to work.

Q.25 Can I skip mediation and go straight to arbitration?

A.25 No. Unless both you and the Company agree otherwise, you must submit your dispute to the mediation process before you go to Step 4, Arbitration.

Q.26 Can I mediate any type of claim?

A.26 No. Only legal claims can be mediated.

Q.27 Is mediation usually successful?

A.27 Yes. Mediation is very successful. It is estimated that over 85% of cases submitted to mediation are resolved to the satisfaction of the parties involved. Furthermore, mediation can have a very therapeutic effect on the relationship between the parties. Often relationships improve as a result of the mediation process.

Q.28 Can I have a lawyer or other representative with me during mediation?

A.28 Yes. You can have a personal representative or a lawyer during the mediation process if you wish. This choice is entirely up to you.

QUESTIONS ABOUT STEP 4 (Arbitration)

Q.29 What is arbitration?

A.29 Arbitration is a process in which a dispute is presented to a neutral third party for a final and binding decision. The arbitrator (an expert in employment law) makes a decision after both sides present their arguments at an informal arbitration hearing. While there is no judge or jury, the arbitrator uses the same laws a judge or jury would use to decide the case -- and has authority to make the same awards that are available in a court of law.

Q.30 How will arbitrators be chosen?

A.30 Arbitrators will be chosen from a group of potential arbitrators identified by the arbitration agency, and both the Company and the employee will participate in the selection. Here is how the selection process works:

The arbitration agency (the "agency") will provide a list of experienced employment law attorneys. Identical lists will be given to the Company and the employee for review, accompanied by the education/professional biographies of each proposed arbitrator. Both the Company and the employee will have the opportunity to strike the names of arbitrators who they do not wish to conduct the hearing from the list -- and then rank the remaining names in order of preference. The agency will choose the arbitrator from the mutually approved names on both lists, honoring the preference rankings of both parties. If an arbitrator is not acceptable to either party, the agency will appoint the arbitrator.

- Q.31 Do I have to be represented by an attorney in arbitration?**
- A.31** No. Whether or not you are represented by an attorney (or anyone else) in arbitration is up to you. Should you elect to be represented by an attorney, in general you will be responsible for any costs or attorneys' fees for that representation. However, some laws provide that the winning party can be awarded attorneys' fees. In that case, the arbitrator may award reasonable fees to the party that wins.
- Q.32 Can I adequately represent myself in arbitration?**
- A.32** Whether or not it is advisable to represent yourself depends on the complexity of your situation. In general, issues that end up in arbitration tend to be complicated and have serious implications for both parties. So, it is advisable to have legal representation.
- Q.33 If I choose not to be represented by an attorney, will the Company also forfeit representation by an attorney?**
- A.33** No. Generally, the Company will choose to have legal representation.
- Q.34 Where will an arbitration hearing take place?**
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- Q.36 If I do not like the arbitrator's decision can I appeal it?**
- A.36** An arbitrator's decision under this program is generally final and binding with very limited opportunities for appeal. Normally, an appeal will only be granted if the arbitrator behaved improperly, i.e., if there is some reason to believe misconduct occurred or that some form of prejudice compromised a fair ruling.
- Q.37 From start to finish, how long does the arbitration process take?**
- A.37** The length of the process will vary from case to case. In general, however, you can expect the process (from the time you file a Request for Arbitration to the time a binding decision is made) to take about three to nine months. During that period of time: an arbitrator will be selected; both sides may get legal input; "discovery" (i.e., document reviews and depositions) will occur; a hearing will be scheduled and held; the arbitrator will weigh the evidence and render a decision. Although three to nine months may seem like a long time, the arbitration process is still considerably shorter than litigation, which typically takes three or more years.
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7701 Legacy Drive
Plano, TX 75024

Determinations of timeliness will be made based upon the applicable postmark.

Q.42 Who pays for arbitration?

A.42 The Company will pay the initial filing fee and will pay the arbitrator's fee. In general, if you choose to hire a lawyer, you will be responsible for your legal fees and will be responsible for your own expenses. However, some laws provide that the winning party can be awarded attorneys' fees. In that case, the arbitrator may award reasonable fees to the party that wins.

THE LEGAL ASPECTS OF ARBITRATION

Q.43 Am I required to use arbitration if I want final resolution on a legal issue that has not been settled to my satisfaction in Steps 1, 2 or 3 of the Program?

A.43 Yes. Arbitration is the only external means the Company and its employees will be able to use to resolve legal disputes covered by the Program.

Q.44 If I do not agree with the arbitrator's decision/award, can I still sue the Company?

A.44 No. The arbitrator's decision is final and binding on both parties.

Q.45 If I am not satisfied with the Company's efforts to solve my problem and I quit my job, can I file a lawsuit to resolve the matter instead of using arbitration?

A.45 No. Under the terms of the Program, you and the Company are agreeing to arbitrate any dispute that arises during the course of your employment. That agreement applies even after you are no longer working for the Company.

Q.46 Do I still have the right to sue the Company to resolve a dispute that arose prior to July 1, 2015?

A.46 Your right to file a suit in court terminates effective July 1, 2015, regardless of whether the dispute arose before or after implementation of the Program.

Q.47 I have always thought that the ability to file a lawsuit was my legal right as a U.S. citizen. Is it legal for the Company to take away my right to sue?

A.47 Again, remember that the Program does not in any way require you to give up your right to pursue a claim for damages or to have your dispute settled by an impartial third party. It does change the forum in which your dispute is heard. Before adopting this change, the Company performed a very careful legal analysis to ensure that it was acting within the law. Current case law supports the right of a company to adopt a mandatory arbitration provision. Given this assurance and given the benefits of arbitration outlined herein, the Company decided to move forward in adopting arbitration as its external vehicle for resolving disputes.

**STEP ONE
COMMUNICATION STEP
TRACKING FORM**

Employee: _____

Date: _____

Address: _____

Telephone: _____

Work Location/GPID: _____

Summarize nature of complaint: _____

Person Interviewed: _____

Location: _____

Date: _____

Documents Reviewed:
(list): _____

Remedy Requested: _____

Action Taken: _____

Supervisor's/Manager's Name: _____

Signature: _____

Date: _____

STEP THREE REQUEST FOR MEDIATION

Employee's name: _____

Date: _____

Address: _____

Telephone: _____

Work location/GPID: _____

Termination date: _____
(if applicable)

Please attach additional pages, if necessary, in response to the following three questions:

1. Describe in detail, to the best of your ability, the factual basis on which your claim is made:

2. Describe the measures you have taken at the communication step to resolve the issue, including the supervisor(s) you have spoken with about the problem:

3. Describe in detail the nature and extent of any remedy or relief you believe you should have:

Signature: _____

Date: _____

If you intend to have an attorney represent you, please provide the following information:

Attorney's name: _____ Telephone: _____

Address: _____

To request mediation, complete and return this form to:

**Attention: Frito-Lay Legal Department
Frito-Lay, Inc.
7701 Legacy Drive
Plano, TX 75024**

**QUESTIONS & ANSWERS
ABOUT THE DISPUTE RESOLUTION PROGRAM
(THE "PROGRAM")**

GENERAL QUESTIONS ABOUT THE PROGRAM

Q.1 To whom does the Program apply?

A.1 Effective July 1, 2015, the Program applies to all Company employees based in California.

Q.2 Do I have to sign anything because of the implementation of the Program?

A.2 You will be required to attend a training session (or a webinar) during which the program will be explained and you will have the opportunity to ask questions. Your agreement to all of the Program policy provisions, including the arbitration, will be expressed in one or more of the following ways, beginning July 1, 2015:

- By your signing the Agreement and Receipt for Dispute Resolution Program; OR
- By continuing your employment with the Company; OR
- By accepting the benefits of your employment; OR
- By the Company's mutual agreement to follow the Program and its provisions requiring mandatory, binding arbitration.

Note: Continuance of employment and acceptance of employment benefits signifies agreement to participate in the Program even if you do not sign the Agreement and Receipt for Dispute Resolution Program.

Q.3 Can I use the Program to resolve any problem I experience at work?

A.3 You can use the Program to resolve almost any work-related legal issue you have. There are some very limited circumstances, however, when the Program will not apply to the resolution of a workplace dispute. That is because there are some policy considerations and legal constraints that make it impossible for one dispute resolution process to govern every single workplace concern. For example, you cannot use the Program to resolve disputes arising from workers compensation or unemployment insurance claims. A complete list of exclusions is in your Program Booklet.

Q.4 What are my responsibilities under the Program?

A.4 The basic responsibilities employees and managers have under the Program are few but important:

- As an employee you must speak up if you have a complaint. You cannot remain silent and allow the issues to "fester". You must give the Company an opportunity to address the issue or problem.
- Work together quickly and cooperatively to try and solve disputes.
- Treat one another with respect.
- As a manager, be open to hearing a complaint. **Never retaliate against an employee for using the Program process.**
- Treat disputes confidentially -- advising others about the problem or situation only on a "need to know" basis.
- Treat the proceedings confidentially.

Q.5 What is the difference between this Program and the ADR Program that's in my employee handbook?

A.5 There is one key difference. The Program is designed to allow employees to bring up and resolve legal issues. In other words, an employee who uses the Program is claiming that the Company violated a law or regulation. An example would be a female employee who feels that she is being disciplined unfairly due to her gender.

The ADR Program that is in the handbook is utilized only in the case of a termination of employment, and only for non-legal issues. For example, an employee who was terminated for a policy violation but feels that the discipline was too harsh, could utilize the complaint procedure and ADR program to argue for a lesser step of discipline.

If you are not sure which process applies to your issue, you can always contact your local Human Resources representative. (NOTE: The Associate Handbook which applies to Salaried Exempt and Non-Exempt employees does not include an ADR Program).

Q.6 Why Is the Company rolling out this Program?

A.6 There are several reasons. Over the last 15 or so years, the Company has spent millions defending against class action lawsuits in California. In some cases, genuine issues were identified (and corrected), and in other cases, the allegations were completely baseless. Unfortunately, right or wrong, the Company has to defend against the charges, resulting in millions paid out in legal fees to the attorneys defending the Company, and hundreds of employee hours that could have been spent focused on running the business. Moreover, in nearly every circumstance the Company made a business decision to settle because the cost to settle was less than the cost to continue to litigate. As is often said when it comes to litigation, the only winners are the attorneys.

The Program gives the Company and employees the opportunity to have an open dialogue about legal issues through the first two steps of the process, and then involves a neutral third party to facilitate resolution in the mediation step. If the employee and the Company ultimately can't come to agreement, the employee retains his/her right to pursue legal remedies through the arbitration process.

In benchmarking with many other companies in California, we know that most major companies have also implemented arbitration programs. In addition, for the reasons stated below, the Company feels strongly that arbitration benefits both the Company and the employee.

- Arbitration offers significant advantages over litigation without compromising employees' rights to be heard or to pursue damages if they feel that they have been wronged.
- Arbitration is a relatively quick mechanism for resolving disputes. That means people do not become distracted or absorbed with the problem for years.
- Arbitration is a cost-effective means for resolving disputes. By shortening the dispute resolution process and simplifying the procedures, both parties save a considerable amount on legal expenses.
- The litigation system is a very adversarial one. Battle lines often get drawn and the war wages on for years. Relationships between the Company and the employee become very strained and relationships between the employee and his/her colleagues can be damaged beyond repair. It is almost impossible to preserve productive working relationships in this context.

QUESTIONS ABOUT STEP 1
(Communication)

Q.7 Do I have to take my issue up with every manager in my management chain during Step 1 before I am allowed to file a Step 2 appeal?

A.7 No. Where you start depends on your job classification:

Supply Chain Employees: Speak to the appropriate Leadership Team Member

Sales Employees: Speak to your Zone Sales Leader

Sales Operations Employees: Speak to your Region Operations Director

Salaried Exempt/Non-Exempt Employees: Speak to your 2nd Level Manager

In most cases you should begin the process with the manager listed above, but there is no additional requirement to take your complaint further up the chain of command before you request the Step 2 Executive Review. *Further, if your issue involves the individual listed above, you can either raise the issue with another manager, or skip directly to Step 2, Executive Review.*

**** In some cases reports to the Company's Speak Up line will be treated as a Step 1, thereby initiating the process.**

- Q.8** What if a manager I approach during Step 1 ignores my request for help with a problem?
- A.8** If the person you approach is unresponsive, you should speak to another manager, or skip to Step 2.
- Q.9** What happens if my manager starts to make things difficult for me after I take my problem to a higher-level manager?
- A.9** The Company will not tolerate retaliation against any employee who uses the Program process to try and resolve a concern. If you feel you are being retaliated against for raising an issue, please contact the Company's Human Resources Department immediately or call Speak Up at 1-866-729-4888.
- Q.10** What happens if my problem is with the person I'm supposed to talk to for Step 1? Who do I go to for help during Step 1?
- A.10** If the person you are supposed to talk to in Step 1 is part of the problem, you can either speak to another manager or skip directly to Step 2, Executive Review.
- Q.11** What should I do as a manager if an employee who does not report to me brings an issue to my attention?
- A.11** In general: Review the Program process and explore problem-solving options with the employee. If appropriate, call Human Resources and request assistance.
- In cases of alleged harassment: If the employee brings a sexual or other form of harassment issue to your attention, you must determine whether immediate action is necessary, e.g., removing the employee from the situation. Listen carefully to the problem and immediately report the issue to the Human Resources Department.*
- Q.12** As an employee are there any deadlines I need to observe in bringing a Step 1 complaint forward?
- A.12** As an employee, you should bring an issue forward immediately and no later than the applicable statute of limitations for that legal claim. Although not required, it is best to present a written complaint containing as much detail as possible. If you are not sure about the applicable statute of limitations, contact your local Human Resources manager or your own private attorney.
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Determinations of timeliness will be made based upon the applicable postmark.

Q.42 Who pays for arbitration?

A.42 The Company will pay the initial filing fee and will pay the arbitrator's fee. In general, if you choose to hire a lawyer, you will be responsible for your legal fees and will be responsible for your own expenses. However, some laws provide that the winning party can be awarded attorneys' fees. In that case, the arbitrator may award reasonable fees to the party that wins.

THE LEGAL ASPECTS OF ARBITRATION

Q.43 Am I required to use arbitration if I want final resolution on a legal issue that has not been settled to my satisfaction in Steps 1, 2 or 3 of the Program?

A.43 Yes. Arbitration is the only external means the Company and its employees will be able to use to resolve legal disputes covered by the Program.

Q.44 If I do not agree with the arbitrator's decision/award, can I still sue the Company?

A.44 No. The arbitrator's decision is final and binding on both parties.

Q.45 If I am not satisfied with the Company's efforts to solve my problem and I quit my job, can I file a lawsuit to resolve the matter instead of using arbitration?

A.45 No. Under the terms of the Program, you and the Company are agreeing to arbitrate any dispute that arises during the course of your employment. That agreement applies even after you are no longer working for the Company.

Q.46 Do I still have the right to sue the Company to resolve a dispute that arose prior to July 1, 2015?

A.46 Your right to file a suit in court terminates effective July 1, 2015, regardless of whether the dispute arose before or after implementation of the Program.

Q.47 I have always thought that the ability to file a lawsuit was my legal right as a U.S. citizen. Is it legal for the Company to take away my right to sue?

A.47 Again, remember that the Program does not in any way require you to give up your right to pursue a claim for damages or to have your dispute settled by an impartial third party. It does change the forum in which your dispute is heard. Before adopting this change, the Company performed a very careful legal analysis to ensure that it was acting within the law. Current case law supports the right of a company to adopt a mandatory arbitration provision. Given this assurance and given the benefits of arbitration outlined herein, the Company decided to move forward in adopting arbitration as its external vehicle for resolving disputes.

**STEP ONE
COMMUNICATION STEP
TRACKING FORM**

Employee: _____ Date: _____

Address: _____ Telephone: _____

Work Location/GPID: _____

Summarize nature of complaint: _____

Person Interviewed:	Location:	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Documents Reviewed:
(list): _____

Remedy Requested: _____

Action Taken: _____

Supervisor's/Manager's Name: _____

Signature: _____ Date: _____

**STEP THREE
REQUEST FOR MEDIATION**

Employee's name: _____

Date: _____

Address: _____

Telephone: _____

Work location/GPID: _____

Termination date: _____
(if applicable)

Please attach additional pages, if necessary, in response to the following three questions:

1. Describe in detail, to the best of your ability, the factual basis on which your claim is made:

2. Describe the measures you have taken at the communication step to resolve the issue, including the supervisor(s) you have spoken with about the problem:

3. Describe in detail the nature and extent of any remedy or relief you believe you should have:

Signature: _____

Date: _____

If you intend to have an attorney represent you, please provide the following information:

Attorney's name: _____ Telephone: _____

Address: _____

To request mediation, complete and return this form to:

**Attention: Frito-Lay Legal Department
Frito-Lay, Inc.
7701 Legacy Drive
Plano, TX 75024**

1 **PROOF OF SERVICE**

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

6 On this date, I served the following:

7 **Declaration of Wayne Mauldin in Support of Plaintiff's Motion for an Order**

8 **(1) Conditionally Certifying a
9 Settlement Class;**

10 **(2) Appointing Class Representative,
11 Class Counsel, and Claims Administrator;**

12 **(3) Preliminarily Approving Settlement;**

13 **(4) Authorizing Class Notice; and**

14 **(5) Scheduling a Final Approval Hearing.**

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

16 Samantha D. Hardy, Esq.
17 Tara M. Duester, Esq.
18 Sheppard Mullin Richter & Hampton LLP
19 501 West Broadway, 19th Floor
20 San Diego, California 92101-3598

Attorneys for Defendants ROLLING FRITO-
LAY SALES, LP and FRITO-LAY, INC.

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

23 [By Overnight Delivery, UPS Next Day Air, C.C.P. § 1013(c)] UPS is a provider of
24 overnight delivery services. I placed the above described document(s) in an envelope or
25 package designated for use by UPS and delivered said designated envelope to an authorized
26 Office or drop box of UPS at Oakland, California, with delivery fees for overnight delivery
27 fully prepaid, and addressed to the addressee(s) above.

28 [By Facsimile Transmission, C.C.P. § 1013(e),(f)] I caused such document to be transmitted
by facsimile transmission to a facsimile machine maintained by the person(s) listed in the
attached service list and at the fax numbers on that list which are the facsimile numbers last
given by the addressee(s) on documents filed in this cause. I received electronic confirmation
that said transmission had occurred.

[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: May 25, 2018


Norma Dale