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KAROLINA TORREZ and the Certified Class
7

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13 Attorneys for Defendant
DEL TACO LLC
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF ALAMEDA—UNLIMITED JURISDICTION**

17
18 **DEL TACO WAGE AND HOUR CASES**
19 **COORDINATION PROCEEDINGS**
SPECIAL TITLE RULE (3.550)

20 Included actions:

21 *Torrez v. Del Taco, LLC*
Case No. 21CV000111

22 *Chavez, et al. v. Del Taco, LLC*
23 Riverside County Superior Court Case No.
RIC1512246

24 *Ramirez v. Del Taco, LLC*
25 Case No. 19CV005228

26 *Cabral v. Del Taco, LLC*
Case No. 21CV005224
27

Judicial Council Coordination Proceeding
Case No. JCCP4904

[Assigned for all purposes to
Hon. Evelio Grillo, Dept. 21]

**AMENDMENT TO STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

1 This Amendment to Stipulation of Class Action and PAGA Settlement (“Amendment”) is
2 made and entered into by Plaintiffs KAROLINA TORREZ,, TIMOTHY TAFOYA, RAINA
3 CABRAL, VANESSA LOZANO, MAGDALENA CHAVEZ, and IVAN ANDAYA (collectively,
4 “Plaintiffs”), on the one hand, and Defendant DEL TACO, LLC, (“Defendant” or “Del Taco”)
5 (Plaintiffs and Del Taco are jointly referred to herein as the “Parties”), on the other hand, with
6 reference to the following facts:

7 WHEREAS, on November 9, 2022, the Parties fully executed a Stipulation of Class Action and
8 PAGA Settlement (“Settlement Agreement”) in the above-referenced matter;

9 WHEREAS, on November 9, 2022, Plaintiff Karolina Torrez filed the Settlement Agreement
10 with the Court in connection with Plaintiff Karolina Torrez’s Motion for Preliminary Approval, which
11 was set for hearing on December 6, 2022;

12 WHEREAS, the Court’s Tentative Ruling on Plaintiff Karolina Torrez’s Motion for
13 Preliminary Approval of Class Action and PAGA Settlement addressed concerns with the Settlement
14 Agreement as proposed, including the scope of the “Released PAGA Claims”;

15 WHEREAS, pursuant to Paragraph 89 of the Settlement Agreement, the Parties have agreed to
16 amend the Settlement Agreement solely to the extent set forth in this Amendment to address the
17 Court’s concerns;


18 NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

19 1. Paragraph 47 of the Settlement Agreement shall be amended as follows:

20 “47. ‘Released PAGA Claims’ means all claims for civil penalties under PAGA ~~for~~
21 ~~members of the PAGA Group~~ that were or could have been recovered during the
22 PAGA Period for the Labor Code violations identified in Plaintiff Torrez’s Complaint
23 and pre-filing letter to the LWDA, including meal and rest period violations, unpaid
24 wages, unpaid overtime, off-the-clock work, wage statement violations, failure to
25 reimburse necessary expenses, failure to keep required records, waiting time penalties,
26 and failure to pay all wages due upon termination and/or any other claims/relief
27 available under Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 225.5, 226, 226.3,
28 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802.”

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DATED: December 8, 2022


Karolina torrez (Dec 8, 2022 11:43 PST)
Plaintiff KAROLINA TORREZ

DATED: December ____, 2022

Plaintiff MAGDALENA CHAVEZ

DATED: December ____, 2022

Plaintiff IVAN ANDAYA

DATED: December ____, 2022

Plaintiff TIMOTHY TAFOYA

DATED: December ____, 2022

Plaintiff RAINA CABRAL

DATED: December ____, 2022

Plaintiff VANESSA LOZANO

DATED: December ____, 2022

Defendant DEL TACO, LLC

By: _____
Insert Name

Title: _____

DATED: December 12, 2022

MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
DALIA R. KHALILI
MATTHEW W. GORDON
VANESA M. RODRIGUEZ
Attorneys for Plaintiff
KAROLINA TORREZ and the Certified Class

1 DATED: December __, 2022

Plaintiff KAROLINA TORREZ

2 12/8/2022

3 DATED: December __, 2022

DocuSigned by:
Magdalena Chavez
21481A5B3AA84AC...
Plaintiff MAGDALENA CHAVEZ

5 12/8/2022

6 DATED: December __, 2022

DocuSigned by:
Ivan Andaya
EE56A0C0D0D24F9...
Plaintiff IVAN ANDAYA

8 DATED: December __, 2022

Plaintiff TIMOTHY TAFOYA

10 DATED: December __, 2022

Plaintiff RAINA CABRAL

12 DATED: December __, 2022

Plaintiff VANESSA LOZANO

15 DATED: December __, 2022

Defendant DEL TACO, LLC

By: _____
Insert Name

Title: _____

20 DATED: December __, 2022

MATERN LAW GROUP, PC

By: _____

MATTHEW J. MATERN
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VANESA M. RODRIGUEZ
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KAROLINA TORREZ and the Certified Class

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DATED: December ___, 2022

Plaintiff KAROLINA TORREZ

DATED: December ___, 2022

Plaintiff MAGDALENA CHAVEZ

DATED: December ___, 2022

Plaintiff IVAN ANDAYA

12 / 08 / 2022

DATED: December ___, 2022



Plaintiff TIMOTHY TAFOYA

12 / 08 / 2022

DATED: December ___, 2022



Plaintiff RAINA CABRAL

12 / 12 / 2022

DATED: December ___, 2022



Plaintiff VANESSA LOZANO

DATED: December ___, 2022

Defendant DEL TACO, LLC

By: _____
Insert Name

Title: _____

DATED: December ___, 2022

MATERN LAW GROUP, PC

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MATTHEW J. MATERN
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DATED: December __, 2022

Plaintiff KAROLINA TORREZ

DATED: December __, 2022

Plaintiff MAGDALENA CHAVEZ

DATED: December __, 2022

Plaintiff IVAN ANDAYA

DATED: December __, 2022

Plaintiff TIMOTHY TAFOYA

DATED: December __, 2022

Plaintiff RAINA CABRAL

DATED: December __, 2022

Plaintiff VANESSA LOZANO

DATED: December 8, 2022



Defendant DEL TACO, LLC

By: Jade Tang
Insert Name

Title: General Counsel

DATED: December __, 2022

MATERN LAW GROUP, PC

By: _____
MATTHEW J. MATERN
DALIA R. KHALILI
MATTHEW W. GORDON
VANESA M. RODRIGUEZ
Attorneys for Plaintiff
KAROLINA TORREZ and the Certified Class

1 DATED: December 12, 2022

SOLOUKI & SAVOY, LLP



2
3 By: _____

4 SHOHAM J. SOLOUKI
5 GRANT J. SAVOY
6 Attorneys for Plaintiffs
7 MAGDALENA CHAVEZ and IVAN ANDAYA

8 DATED: December ____, 2022

THE SPIVAK LAW FIRM

9 By: _____

10 DAVID G. SPIVAK
11 Attorneys for Plaintiffs
12 TIMOTHY TAFOYA, RAINA CABRAL, and
13 VANESSA LOZANO

14 DATED: December ____, 2022

UNITED EMPLOYEES LAW GROUP

15 By: _____

16 WALTER HAINES
17 Attorneys for Plaintiffs
18 TIMOTHY TAFOYA, RAINA CABRAL, and
19 VANESSA LOZANO

20 DATED: December ____, 2022

SETAREH LAW GROUP

21 By: _____

22 SHAUN SETAREH
23 Attorneys for Plaintiffs
24 TIMOTHY TAFOYA, RAINA CABRAL, and
25 VANESSA LOZANO

26 DATED: December ____, 2022

MANATT, PHELPS & PHILLIPS, LLP

27 By: _____

28 ANDREW L. SATENBERG
Attorneys for Defendant
DEL TACO, LLC

1 DATED: December ___, 2022

SOLOUKI & SAVOY, LLP


2
3 By: _____

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5 GRANT J. SAVOY
6 Attorneys for Plaintiffs
7 MAGDALENA CHAVEZ and IVAN ANDAYA

8 12 / 08 / 2022

9 DATED: December ___, 2022

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24 Attorneys for Plaintiffs
25 TIMOTHY TAFOYA, RAINA CABRAL, and
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28 By: _____

ANDREW L. SATENBERG
Attorneys for Defendant
DEL TACO, LLC

1 DATED: December __, 2022

SOLOUKI & SAVOY, LLP

2
3 By: _____

SHOHAM J. SOLOUKI

GRANT J. SAVOY

Attorneys for Plaintiffs

MAGDALENA CHAVEZ and IVAN ANDAYA

4
5
6
7 DATED: December __, 2022

THE SPIVAK LAW FIRM

8
9 By: _____

DAVID G. SPIVAK

Attorneys for Plaintiffs

TIMOTHY TAFOYA, RAINA CABRAL, and

VANESSA LOZANO

10
11
12 DATED: December 8, 2022

UNITED EMPLOYEES LAW GROUP

13
14 By:  _____

WALTER HAINES

Attorneys for Plaintiffs

TIMOTHY TAFOYA, RAINA CABRAL, and

VANESSA LOZANO

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17
18 DATED: December __, 2022

SETAREH LAW GROUP

19
20 By: _____

SHAUN SETAREH

Attorneys for Plaintiffs

TIMOTHY TAFOYA, RAINA CABRAL, and

VANESSA LOZANO

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23
24 DATED: December __, 2022

MANATT, PHELPS & PHILLIPS, LLP

25
26 By: _____

ANDREW L. SATENBERG

Attorneys for Defendant

DEL TACO, LLC

1 DATED: December ___, 2022

SOLOUKI & SAVOY, LLP

2
3 By: _____
4 SHOHAM J. SOLOUKI
5 GRANT J. SAVOY
6 Attorneys for Plaintiffs
7 MAGDALENA CHAVEZ and IVAN ANDAYA

8 DATED: December ___, 2022

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23 Attorneys for Plaintiffs
24 TIMOTHY TAFOYA, RAINA CABRAL, and
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28 ANDREW L. SATENBERG
Attorneys for Defendant
DEL TACO, LLC

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8 DATED: December __, 2022

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23 Attorneys for Plaintiffs
24 TIMOTHY TAFOYA, RAINA CABRAL, and
25 VANESSA LOZANO

26 DATED: December 13, 2022

MANATT, PHELPS & PHILLIPS, LLP


27 By:  _____
28 ANDREW L. SATENBERG
Attorneys for Defendant
DEL TACO, LLC

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

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

***TORREZ v. DEL TACO, LLC*
CASE NO. 21CV000111**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY DEL TACO, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME DURING THE PERIOD BEGINNING OCTOBER 28, 2011 AND ENDING ON NOVEMBER 12, 2021, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed settlement (the “Settlement”) has been reached in the certified class action lawsuit entitled *Karolina Torrez v. Del Taco, LLC* (Alameda Superior Court Case No. 21CV000111) (the “Torrez Action”) and the lawsuits entitled *Magdalena Chavez, et al. v. Del Taco, LLC* (Riverside Superior Court Case No. RIC1512246) (the “Chavez/Andaya Action”), *Jennifer Gossette, et al. v. Del Taco, LLC* (Alameda Superior Court Case No. RG14716936) (the “Gossette/Tafoya Action”), and *Raina Cabral, et al. v. Del Taco, LLC* (Alameda Superior Court Case No. 21CV005224) (the “Cabral/Lozano Action”) (collectively, the “Actions”). The purpose of this Notice of Proposed Class Action and PAGA Settlement (“Notice”) is to briefly describe the Actions and to inform you of your rights and options in connection with the Actions and the proposed Settlement.

The Settlement will resolve all claims in the Actions related to allegations that Del Taco, LLC (“Del Taco” or “Defendant”) (1) failed to provide required meal periods; (2) failed to provide required rest periods; (3) failed to pay overtime wages; (4) failed to pay minimum wages; (5) failed to pay all wages due to discharged and quitting employees; (6) failed to maintain required records; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify employees for necessary expenditures incurred in the discharge of duties; and (9) engaged in unfair business practices. The Settlement will also resolve claims against Del Taco for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations of the California Labor Code. Del Taco denies all of the claims in the Actions and maintains that it has complied with all applicable laws. Del Taco has entered into the Settlement solely for purposes of resolving the Actions.

The Settlement provides for Individual Settlement Payments based upon the number of weeks you worked for Del Taco in California as a non-exempt employee during the period from October 28, 2011 through August 2, 2022, as well as PAGA Payments based upon the number of weeks you worked for Del Taco in California as a non-exempt employee during the period from January 28, 2015 through August 2, 2022. A “non-exempt employee” means an hourly paid employee who is eligible for overtime pay.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL

QUESTIONS? Call xxx-xxx-xxx or visit [www.torrezvdeltaco.com]

SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the <i>Torrez</i> Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against the Released Parties involving the Released Claims for the period beginning on October 28, 2011 and ending on August 2, 2022. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against the Released Parties involving the Released Claims for the period beginning on October 28, 2011 and ending on August 2, 2022 is to submit a valid Request for Exclusion to the Settlement Administrator postmarked or emailed no later than [+45 days after date of mailing] . If you submit a valid Request for Exclusion, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection and supporting papers to the Settlement Administrator that is postmarked or emailed no later than [+45 days after date of mailing] . You may also object by appearing at the Final Approval Hearing described in Section 17 below. This option is available only if you do <u>not</u> exclude yourself.

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling the Actions still has to decide whether to grant final approval of the Settlement. Settlement payments will be issued only if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.

BASIC INFORMATION

1. Why did I get this Notice?

QUESTIONS? Call xxx-xxx-xxx or visit [www.torrezvdeltaco.com]

On [insert preliminary approval date], the Superior Court of California, County of Alameda (“the Court”) preliminarily approved a class action settlement on behalf of all persons employed by Del Taco in California as a non-exempt employee at any time during the period of October 28, 2011 through November 12, 2021 (“Class Members”). According to Del Taco’s records, you are a Class Member. This notice explains the Actions, the Settlement, and your legal rights.

The Actions are known as *Karolina Torrez v. Del Taco, LLC*, Alameda Case No. 21CV000111 (the “Torrez Action”), *Magdalena Chavez, et al. v. Del Taco, LLC*, Riverside Case No. RIC1512246 (the “Chavez/Andaya Action”), *Jennifer Gossette, et al. v. Del Taco, LLC*, Alameda Case No. RG14716936 (the “Gossette/Tafoya Action”), and *Raina Cabral, et al. v. Del Taco, LLC*, Alameda Case No. 21CV005224 (the “Cabral/Lozano Action”), and they are pending in the Superior Court of California for the County of Alameda as part of the Del Taco Wage and Hour Cases (Case No. JCCP004904) (the “Actions”). Karolina Torrez, Magdalena Chavez, Ivan Andaya, Timothy Tafoya, Raina Cabral, and Vanessa Lozano are the Plaintiffs, and Del Taco, LLC is the Defendant.

2. What are the Actions about?

The Actions generally involve claims under California’s wage and hour laws. Plaintiffs are former non-exempt employees of Del Taco. Plaintiffs allege that Del Taco did not provide proper meal periods and rest periods, failed to pay overtime wages and minimum wages, failed to pay all wages due at separation, failed to furnish accurate itemized wage statements, failed to reimburse necessary business expenses, and violated California’s Business and Professions Code. As a result, Plaintiffs allege that they and the Class Members are entitled to recover unpaid wages, meal and rest period premiums, unpaid reimbursements, interest, and statutory and civil penalties. Del Taco denies that it engaged in any wrongful conduct or that it violated the law in any way, and believes that Plaintiffs and the Class Members were properly compensated and provided compliant meal and rest breaks. However, Plaintiffs believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called a “plaintiff” sues on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On November 12, 2021, the Honorable Evelio Grillo entered an order granting in part Plaintiff Karolina Torrez’s motion for class certification in the *Torrez* Action.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Del Taco in the State of California as a non-exempt employee at any time during the period from October 28, 2011 through November 12, 2021. “PAGA Group Members” means all persons employed by Del Taco in the State of California as a non-exempt employee at any time during the period from January 28, 2015 through August 2, 2022 (the “PAGA Period”).

QUESTIONS? Call xxx-xxx-xxx or visit [www.torrezvdeltaco.com]

5. Why is there a settlement?

After conducting substantial investigation and discovery, including analysis of Del Taco's policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Del Taco denies all of the claims asserted in the Actions and denies that it has violated any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Del Taco agrees to pay a Gross Settlement Amount of Fifty Million Dollars (\$50,000,000.00). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$16,666,666.67, or one-third of the Gross Settlement Amount), attorneys' litigation costs (not to exceed \$325,000.00), a Class Representative Service Award not to exceed \$20,000.00 to Plaintiff Torrez for her services and risks in prosecuting the *Torrez* Action on behalf of the Class Members, a Named Plaintiff Service Award not to exceed \$10,000.00 each to Plaintiffs Magdalena Chavez, Ivan Andaya, Timothy Tafoya, Raina Cabral, and Vanessa Lozano for a total of \$50,000 for their services and risks in prosecuting the Actions on behalf of Class Members and PAGA Group Members, the PAGA Settlement Amount (i.e., a payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to the State of California Labor and Workforce Development Agency ("LWDA") for alleged civil penalties and a Five Hundred Thousand Dollar (\$500,000.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, ILYM Group, Inc. (estimated not to exceed \$150,000.00), which will result in a maximum amount payable by Del Taco for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Del Taco's share of payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Del Taco.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based upon the number of workweeks ("Qualified Workweeks") that each Participating Class Member was employed by Del Taco as a non-exempt employee in California during the period from October 28, 2011 through August 2, 2022 (the "Class Period"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, and this result will be multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

[Net Settlement Amount ÷ Total Qualified Workweeks for all Participating Class Members] x Participating Class Member's Individual Qualified Workweeks = estimated Individual Settlement Payment.

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall

increase or accrue as a result of any payment made as a result of this Settlement. “Qualified Workweeks” will be calculated to exclude workweeks in which a Participating Class Member did not perform any work but earned compensation for non-work time such as disability leave or other medical leave.

The Parties recognize that the Class Members’ Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, and 80% shall be reported as non-wages not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax advice nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member’s *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

PAGA Group Members will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of PAGA claims in the *Torrez* Action. The PAGA Settlement Amount is Two Million Dollars (\$2,000,000.00). One Million Five Hundred Thousand Dollars (\$1,500,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Five Hundred Thousand Dollars (\$500,000.00) shall be distributed on a *pro rata* basis to PAGA Group Members as their PAGA Payment. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for his or her PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Del Taco shall provide the Settlement Administrator with the Total Qualified PAGA Workweeks; the Settlement Administrator shall then (1) divide Five Hundred Thousand Dollars (\$500,000.00) by the Total Qualified PAGA Workweeks and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Workweeks by the result in Step 1 to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Workweeks” means the total number of weeks that a PAGA Group Member was employed by Del Taco as a non-exempt employee during the PAGA Period. Qualified PAGA Workweeks will be calculated to exclude workweeks in which a PAGA Group Member did not perform any work but earned compensation for non-work time such as disability leave or other medical leave.

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Workweeks, that Participating Class Member or PAGA Group Member must produce supporting evidence to the Settlement Administrator. Del Taco’s records will be presumed determinative.

After the Settlement becomes final, the Class Representative Service Award to Plaintiff Torrez, the Named Plaintiff Service Awards to Plaintiffs Chavez, Andaya, Tafoya, Cabral, and Lozano, the payment to Plaintiffs' Counsel for their awarded attorneys' fees and costs, the PAGA Payments, and the Individual Settlement Payments to Participating Class Members will be distributed within 15 calendar days after Del Taco provides the Settlement Administrator with the total Gross Settlement Amount. The Gross Settlement Amount shall be paid by Del Taco to the Settlement Administrator in two equal installments. The first payment shall be made within 21 calendar days after the "Effective Date." "Effective Date" means the latter of: (a) if there are no objections to the Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Judgment, the sixty-first (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review, or writ is sought from the Judgment, the date upon which all appellate and/or other proceedings resulting from the appeal, review, or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein. The second payment shall be made within ninety (90) days after the first payment is made.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the funding of the total Gross Settlement Amount and Del Taco's share of applicable payroll taxes to the Settlement Administrator, Plaintiffs and each Participating Class Member who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release Del Taco and its respective present and former parent companies, subsidiaries, affiliates, predecessors, successors, joint venturers, joint employers, and all owners, officers, directors, managers, employees, partners, shareholders, insurers, attorneys and agents, and any other assigns, legal representatives, and persons or entities acting in concert with or affiliated with any of them (collectively, the "Released Parties") from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint in the *Torrez* Action and arising at any time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods (Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11); (2) Failure to Provide Required Rest Periods (Cal. Lab. Code §§ 226.7, 512, IWC Wage Order No. 5-2001, § 12); (3) Failure to Provide Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4); (5) Failure to Pay All Wages Due (Cal. Lab. Code §§ 201, 202, 203, 204); (6) Failure to Maintain Required Records (Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7); (7) Failure to Furnish Accurate Itemized Statements (Cal. Lab. Code § 226; IWC Wage Order No. 5-2001, § 7); (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties (Cal. Lab. Code §§ 221, 225.5, 2802); and (9) Unfair and Unlawful Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*) (collectively, the "Released Claims").

In addition, upon the Settlement Administrator's receipt of the total Gross Settlement Amount and Del Taco's share of applicable payroll taxes, ~~Plaintiffs, PAGA Group Members, and~~ the State of California shall be deemed to have released their respective Released PAGA Claims against the Released Parties. "Released PAGA Claims" means all claims for civil penalties under PAGA ~~for members of the PAGA Group~~ that were or could have been recovered during

the PAGA Period for the Labor Code violations identified in Plaintiff Torrez’s operative complaint and pre-filing letter to the LWDA, including meal and rest period violations, unpaid wages, unpaid overtime, off-the-clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties, and failure to pay all wages due upon termination and/or any other claims/relief available under Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the *Torrez* Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against the Released Parties involving the Released Claims arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit a Request for Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

9. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment and/or PAGA Payment shall be voided, and your share of the settlement proceeds will be distributed in equal amounts to Emotional Health Association d/b/a/ SHARE!, a nonprofit organization that operates two community self-help support group centers in Los Angeles, California, and to California Association of Food Banks, an anti-hunger, pro food bank nonprofit organization that works with 41 member food banks in California and is headquartered in Oakland, California. In such event, you will nevertheless remain bound by the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Request for Exclusion Form. The Request for Exclusion Form must be fully completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+45 days from**

QUESTIONS? Call xxx-xxx-xxx or visit [www.torrezvdeltaco.com]

date of mailing to:

INSERT SETTLEMENT ADMIN INFO

The Request for Exclusion Form may also be emailed to the Settlement Administrator at [**insert email address**] no later than [**+45 days from date of mailing**]. Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, subject to Court approval. Class Members who fail to submit a valid and timely Request for Exclusion Form on or before [**+45 days from date of mailing**] shall be bound by all terms of the Settlement and any Final Judgment entered in the *Torrez* Action if the Settlement is approved by the Court.

11. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now, you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not receive an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Released Parties for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

MATERN LAW GROUP, PC
Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Vanessa M. Rodriguez, Esq.
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Phone: (310) 531-1900
Facsimile: (310) 531-1901

14. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Del Taco agrees to pay, as part of the Gross Settlement Amount, up to Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666,666.67) in attorneys' fees plus actual litigation costs and expenses (not to exceed \$325,000.00) to Plaintiffs' Counsel in the Actions. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

QUESTIONS? Call xxx-xxx-xxx or visit [www.torrezvdeltaco.com]

In addition, and subject to Court approval, Del Taco also agrees to pay, as part of the Gross Settlement Amount, up to Twenty Thousand Dollars (\$20,000.00) to Plaintiff Torrez as a Class Representative Service Award for her services and risks in prosecuting the *Torrez* Action as a Class Representative on behalf of the Class Members and PAGA Group Members, and up to Ten Thousand Dollars (\$10,000.00) each to Plaintiffs Magdalena Chavez, Ivan Andaya, Timothy Tafoya, Raina Cabral, and Vanessa Lozano, for a total of Fifty Thousand Dollars (\$50,000.00), as Named Plaintiff Service Awards for their services and risks in prosecuting the Actions on behalf of Class Members and PAGA Group Members. Subject to Court approval, Del Taco also agrees to pay One Million Five Hundred Thousand Dollars (\$1,500,000.00) to the LWDA for alleged civil penalties. Del Taco also agrees to pay, as part of the Gross Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

Any Class Member who does not submit a Request for Exclusion may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Notice of Objection"). The Notice of Objection must be signed and mailed by regular U.S. Mail, postmarked no later than **[+45 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Notice of Objection may also be emailed to the Settlement Administrator at **[insert email address]** no later than **[+45 days from date of mailing]**. The Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) must be postmarked by **[+45 days from date of mailing]** to the Settlement Administrator at the specified address above or emailed to the Settlement Administrator at **[insert email address]** no later than **[+45 days from date of mailing]**. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted a Notice of Objection to the Settlement Administrator. Any Class Member who submits a Notice of Objection or appears at the Final Approval Hearing to submit an oral objection remains eligible to receive monetary compensation from the Settlement. A Settlement Class Member who submits a Request for Exclusion may not object to the proposed Settlement.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

QUESTIONS? Call xxx-xxx-xxx or visit [\[www.torrezvdeltaco.com\]](http://www.torrezvdeltaco.com)

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department 21 at the Superior Court of California for the County of Alameda, located at **1221 Oak Street, Oakland, California 94612**. At this hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them. The Court will also decide how much to pay Plaintiffs' Counsel and Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed or emailed your written objection to the Settlement Administrator on time, the Court will consider it. You may also pay another lawyer to attend on your behalf, but it is not required. Class Counsel will not represent you in connection with any objection.

19. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted a written objection.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information or visit the case website at **[www.torrezvdeltaco.com]**.

[Settlement Administrator]
[insert info]

PLEASE DO NOT CONTACT THE COURT FOR MORE INFORMATION ABOUT THE SETTLEMENT.

QUESTIONS? Call xxx-xxx-xxx or visit [www.torrezvdeltaco.com]