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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

18 BRIAN BEHALEN, BORIS GNEZDILOV,
19 RAQUEL CRUZ, AND BERSAYNA
20 CLEMENTE, on Behalf of Themselves and
21 All Others Similarly Situated,

20 Plaintiffs,

21 vs.

22 PIZZA HUT, INC.,

23 Defendant.

Case No. BC384563

Assigned for all purposes to Judge Amy D.
Hogue, Dept. 307

CLASS ACTION

**JOINT STIPULATION TO AMEND
SETTLEMENT AGREEMENT**

Date: July 21, 2016
Time: 11:00 a.m.
Department: 307

Complaint Filed: January 29, 2008

1 The parties to the Settlement hereby stipulate and agree to amend the Settlement as follows:

2 1. All terms of this Stipulation that are defined in the Settlement shall have the same
3 meaning as in the Settlement.

4 2. Notwithstanding any provision of the Joint Stipulation of Settlement (“Settlement”)
5 to the contrary, the Judgment entered upon final approval of the Settlement shall not dismiss the
6 Released Claims of Settlement Class Members. The Judgment shall state that judgment is entered
7 in accordance with the Settlement, as amended by this Stipulation.

8 3. The Settlement Administrative Costs shall not exceed \$130,000, unless the Court
9 requires the Notice of Settlement to include individualized settlement payment estimates. If the
10 Court requires the Notice of Settlement to include individualized settlement payment estimates, the
11 Settlement Administrative Costs shall not exceed \$143,500.

12 4. Paragraph V.1.32 of the Settlement is amended as follows:¹

13 1.32 “PHI Releasees” means PHI and each of its officers, directors, agents,
14 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
15 companies, subsidiaries, affiliates, divisions, predecessors, successors, and/or assigns,
including but not limited to Yum! Brands, Inc. and Pizza Hut, LLC.

16 5. Paragraph V.7.9 of the Settlement is amended as follows:

17 7.9 Class Members who do not opt out of the Settlement Class may object to the
18 Settlement by submitting written objections to the Settlement Administrator. The
19 objections must be postmarked no later than thirty (30) calendar days after the
original mailing of the Settlement Notice. The Notice shall advise Class Members
of this option. Neither the Parties nor any of their Counsel shall encourage any
Class Member to object to the Settlement.

20 6. Paragraph V.8.4 of the Settlement is amended as follows:

21 8.4 Thirty (30) calendar days following the Effective Date, the Settlement
22 Administrator shall mail to each Participating Settlement Class Member his or her
23 Final Individual Settlement Payment, calculated pursuant to Section V.8.3, in the
24 form of a check drawn from the QSF. The checks shall include a statement that by
cashing the check, members of the Delivery Driver Subclass are opting into the
FLSA collective action. If the conditions set forth in Section V.8.8 are met, there
will be a second distribution.

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27 ¹ On May 20, 2016, Pizza Hut, Inc. merged with Pizza Hut, LLC, and ceased to be an existing
28 entity. Pizza Hut, LLC, however, assumed all of Pizza Hut, Inc.’s rights and obligations, including
the rights and obligations under the Settlement.

1 7. The parties have agreed to two alternative forms of the Notice of Settlement. If the
2 Court finds that it is not necessary to include an individualized estimate of each Class Member's
3 Settlement Payment in the Notice of Settlement, the parties have agreed to the Notice in the form
4 attached hereto as Exhibit A-1. If the Court requires the Notice to include individualized settlement
5 payment estimates, the parties have agreed to the Notice in the form attached hereto as Exhibit A-2.


6 8. The Fifth Amended Complaint, as referred to in paragraph V.1.13 of the Settlement,
7 shall be in the form attached hereto as Exhibit B.

8 Dated: July 4, 2016

RASTEGAR & MATERN, APC

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ALTSHULER BERZON LLP

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12 _____
13 James M. Finberg

Eve H. Cervantez

Eileen B. Goldsmith

15 RIGHETTI GLUGOSKI


Matthew Righetti

John Glugoski

On Behalf of All Class Counsel and the Class

19 Dated: July 5, 2016

SIDLEY AUSTIN LLP

21 
22 _____
23 Francis S. Lam

Attorneys for Defendant Pizza Hut, Inc.