

# EXHIBIT 1

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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

VICTOR FUENTES,

*PLAINTIFF,*

*V.*

CIVIL ACTION NO. 2:18-CV-05174-AB

JIFFY LUBE INTERNATIONAL, INC.,

*DEFENDANT.*

**SETTLEMENT AGREEMENT**

This Settlement Agreement dated July 22, 2022 (the “Execution Date”), submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure, embodies a settlement (the “Settlement”) entered into by and among: (i) Victor Fuentes (“Plaintiff”), for himself and on behalf of each Settlement Class Member, on the one hand, and (ii) Defendant Jiffy Lube International, Inc. (“Jiffy Lube”), on the other hand, by and through their counsel of record in the above-captioned litigation (the “Action”). Subject to Court approval, this Settlement is intended by the parties to fully, finally, and forever resolve, discharge, and settle the Released Claims pursuant to the terms and conditions set forth below. All capitalized terms used, not immediately defined, have the meanings given to them in Section IV.1 below.

#### **I. PLAINTIFF’S CLAIMS AND BENEFITS OF SETTLEMENT**

Class Counsel believe Plaintiff’s claims asserted in the Action have merit, but recognize the expense and length of continued proceedings necessary to prosecute the Action against Jiffy Lube through trial. Class Counsel also have taken into account the uncertain outcome and risks of further litigation, especially in complex antitrust class actions such as this Action. Class Counsel believe that this Settlement confers substantial benefits upon the Settlement Class in light of the circumstances present here. Based on their evaluation, Class Counsel have determined that this Settlement is in the best interests of Plaintiff and the Settlement Class, and is fair, reasonable, and adequate.

#### **II. JIFFY LUBE’S DENIALS OF WRONGDOING AND LIABILITY**

Jiffy Lube has consistently denied and continues to deny that it has violated any laws and maintains that its conduct was at all times proper and in compliance with all applicable provisions of law in all material respects. Jiffy Lube has denied and continues to deny specifically each and all of the claims and contentions of wrongful conduct alleged in the Action, along with all charges of wrongdoing or liability against it arising out of any of the conduct alleged, or that could have

been alleged, in the Action.

### **III. JIFFY LUBE’S USE OF NO-POACH POLICIES TO DATE**

The No-Poach Provision that Plaintiff alleges violated antitrust laws was terminated before this Action was commenced and is no longer in force or effect. Jiffy Lube has no plans to reinstate the No-Poach policy.

### **IV. TERMS OF THE SETTLEMENT AGREEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiff, on the one hand, and Jiffy Lube, on the other hand, by and through their respective counsel of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties from the Settlement set forth herein, the Released Claims shall be finally and fully compromised, settled, and released as to all Released Parties, and the Action shall be settled, compromised, and dismissed with prejudice as to the Released Jiffy Lube Parties, without costs, except as stated herein, and releases extended as set forth in this Settlement Agreement, upon and subject to the terms and conditions of the Settlement Agreement, as follows.

#### **1. Definitions**

As used in this Settlement Agreement the following terms have the meanings specified below:

1.1. “Amended Complaint” means the Plaintiff’s Second Amended Class Action Complaint, to be filed in this Action on or around July 22, 2022.

1.2. “Settlement Administrator” means an administrator to be chosen at a later date by Plaintiff and approved by the Court.

1.3. “Class Counsel” means Gibbs Law Group.

1.4. “Class Notice and Administration Expenses” means the fees and expenses reasonably and actually incurred in connection with providing notice, locating Settlement Class Members, administering and distributing the Net Settlement Fund to Class Members, and paying escrow fees and costs, if any.

1.5. “Court” means the United States District Court for the Eastern District of Pennsylvania, Philadelphia Division.

1.6. “Defendants” means any and all parties named as defendants in the Second Amended Class Action Complaint.

1.7. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 10.1 of the Settlement Agreement have been met and have occurred.

1.8. “Escrow Account” means the account controlled by the Escrow Agent into which the sum of \$2,000,000.00 (two million dollars) shall be deposited by or on behalf of Jiffy Lube.

1.9. “Escrow Agent” means Settlement Administrator.

1.10. “Fee and Expense Application” is defined in Paragraph 9.1.

1.11. “Fee and Expense Award” is defined in Paragraph 9.1.

1.12. “Final” means when the last of the following with respect to the judgment approving the Settlement shall occur: (i) the expiration of the time to file a motion to alter or amend the judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the judgment has passed without any appeal having been taken, which date shall be deemed to be thirty (30) days following the entry of the judgment, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the 30th day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement Agreement shall be deemed to be the next business day after

such 30th day; and (iii) if a motion to alter or amend is filed under Federal Rule of Civil Procedure 59(e) or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise, and in such a manner as to permit the consummation of the Settlement substantially in accordance with the terms and conditions of this Settlement Agreement. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal that concerns only the issue of attorneys’ fees and expenses, any service awards to Plaintiff or any Plan of Allocation of the Net Settlement Fund.

1.13. “Judgment and Order of Dismissal” means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement.

1.14. “Net Settlement Fund” means the Settlement Fund less: (i) the amount of the Fee and Expense Award and any Plaintiff’s Service Award, to the extent allowed by the Court; (ii) Class Notice and Administration Expenses; (iii) payroll taxes, Taxes and Tax Expenses; and (iv) any other fees or expenses approved by the Court.

1.15. “No-Poach Provision” as defined in the Amended Complaint means a provision in franchise agreements that prohibits one franchisee from offering work to employees of another franchisee.

1.16. “Notice” means the Notice of Pendency and Proposed Settlement of Class Action to be sent to Settlement Class Members, as approved by the Court.

1.17. “Opt-Outs” is defined in Paragraph 10.4.

1.18. “Person” means a natural person, individual, corporation, partnership, limited

partnership, association, pension fund, mutual fund, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, beneficiaries, trustees, or assignees, and any other entity on behalf of whom the person has a legal right to make or release a claim.

1.19. “Plaintiff” means Victor Fuentes.

1.20. “Plaintiff’s Counsel” means Class Counsel and any counsel who appeared on behalf of Plaintiff in the Action.

1.21. “Plaintiff’s Service Award” is defined in Paragraph 9.2.

1.22. “Plaintiff’s Service Award Application” is defined in Paragraph 9.2.

1.23. “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund pursuant to which the Net Settlement Fund shall be distributed to Settlement Class Members. Any Plan of Allocation is not part of the Settlement, and the Released Jiffy Lube Parties shall have no responsibility or liability with respect to the Plan of Allocation.

1.24. “Preliminary Approval Order” means the order requesting, inter alia, the preliminary approval of the Settlement set forth in the Settlement Agreement, in substantially the form of Exhibit A attached hereto, or such other substantially similar form agreed to by the Settling Parties.

1.25. “Released Claims” means the Released Class Claims and the Released Jiffy Lube Parties’ Claims.

1.26. “Released Class Claims” shall be any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind



whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, which the Releasing Class Parties ever had, now have, or hereafter can, shall or may have, representatively, derivatively, or in any other capacity, against the Released Jiffy Lube Parties, arising from or relating to the factual predicate of the Action, including all claims under federal and state antitrust, competition, and common laws regarding Jiffy Lube's implementation, use, and enforcement of its alleged restrictions on hiring in the 32 Jiffy Lube Franchise stores located in the Philadelphia-Camden-Wilmington Metropolitan Statistical Area ("MSA") in connection with the No Poach Provision, rules, policies and/or practices described in the Amended Complaint. Exhibit C contains a list of the Jiffy Lube Franchise stores in this MSA during the Settlement Class Period.

1.27. "Released Class Parties" and "Releasing Class Parties" means the Plaintiff and each Settlement Class Member.

1.28. "Released Jiffy Lube Parties' Claims" means any and all manner of claims, including Unknown Claims, that arise out of or relate in any way to the Releasing Class Parties' or Class Counsel's institution, prosecution, or settlement of the claims, except for claims relating to the enforcement of the Settlement.

1.29. "Released Jiffy Lube Parties," or "Releasing Jiffy Lube Parties" means Jiffy Lube, former defendants Royal Dutch Shell plc (n/k/a Shell plc), Shell Oil Company, and Pennzoil-Quaker State Company, and each of their past or present direct and indirect parents (including holding companies), subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2

promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co-insurers), assigns, assignees, and current and former employees, officers, and directors of any other of the foregoing entities.

1.30. “Released Parties” means Released Jiffy Lube Parties and Released Class Parties.

1.31. “Releasing Parties” means the Releasing Jiffy Lube Parties and the Releasing Class Parties.

1.32. “Settlement Amount” means \$2,000,000.00 (two million dollars) in cash.

1.33. “Settlement Class” means all persons in the United States who between December 1, 2014 and December 31, 2018 (i) worked as hourly employees; (ii) of a Jiffy Lube Franchisee located in the Philadelphia-Camden-Wilmington MSA; and (iii) worked for a period of at least 90 days. Exhibit C contains a list of the Jiffy Lube Franchise stores in this MSA during the Settlement Class Period.

1.34. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class and has not timely and validly excluded himself or herself, in accordance with the procedures established by the Court.

1.35. “Settlement Class Period” means the period December 1, 2014 to December 31, 2018.

1.36. “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon after being transferred to the Escrow Account.

1.37. “Final Approval Hearing” is defined in Paragraph 6.4.

1.38. “Settling Parties” means Plaintiff and Jiffy Lube.

1.39. “Taxes” is defined in Paragraph 4.3.

1.40. “Tax Expenses” is defined in Paragraph 4.3.

1.41. “Termination Notice” is defined in Paragraph 10.2.

1.42. “Unknown Claims” means any and all Released Claims against the Released Parties which Releasing Parties do not know or suspect to exist in his, her, or its favor as of the Effective Date, which if known by the Releasing Parties or Released Parties might have affected his, her, or its decision(s) with respect to the Settlement. The Releasing Parties and Released Parties may hereafter discover facts other than or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all of their respective Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

## **2. CAFA Notice**

2.1. Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after the Settlement Agreement is filed with the Court, Jiffy Lube, at its own cost, shall serve proper notice of the proposed Settlement upon those who are entitled to such notice pursuant to CAFA.

## **3. The Settlement**

### **A. The Settlement Fund**

3.1. Jiffy Lube shall pay the Settlement Amount in cash into the Escrow Account controlled by the Escrow Agent within thirty (30) days of the Court’s entry of the Preliminary Approval Order, provided that the time by which Jiffy Lube must pay into the Escrow Account

does not begin to run until Class Counsel has provided Jiffy Lube with such information as Jiffy Lube may require to complete the wire transfer. The Net Settlement Fund distributed to individual Settlement Class Members shall be allocated one-third (1/3) to wages and two-thirds (2/3) to non-wages. Where the portion of a Settlement Class Member's award allocated to wages is \$50 or less, a de minimis threshold will apply, and the entire award will be allocated as non-wage. Where the de minimis threshold is reached, the Settlement Fund shall pay applicable payroll taxes as well as effect income tax withholding on the 1/3 of the award allocation representing wages, and the wage deposit will be made pursuant to the law of the relevant work states of Delaware, Maryland, New Jersey or Pennsylvania.

3.2. Plaintiff shall have the right, but not the obligation, to terminate the Settlement Agreement after the failure of Jiffy Lube to timely pay the Settlement Amount in accordance with Paragraph 3.1, if Jiffy Lube fails to cure such failure within seven (7) business days of receiving a written notice from Class Counsel demanding such cure.

3.3. Except as required by Paragraph 3.1 concerning payment of the Settlement Amount, and except as provided in Paragraph 5.1 concerning refund upon termination of the Settlement, Jiffy Lube shall have no responsibility for any other costs, including any attorneys' fees and expenses or costs of class notice and claims administration, but all such fees, expenses, and costs shall be paid from the Settlement Fund, as approved by the Court. For the sake of clarity, Jiffy Lube shall bear its own cost in complying with its obligations set forth in Paragraph 2.1.

**B. The Escrow Agent**

3.4. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Paragraph 3.1 in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market

rates. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

3.5. Neither the Settling Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to any losses suffered by, or fluctuations in the value of, the Settlement Fund.

3.6. The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in the Settlement Agreement; (b) by an order of the Court; or (c) with the written agreement of counsel for the Settling Parties.

3.7. Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Settlement Agreement, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Settlement Agreement. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent or any transaction executed by the Escrow Agent.

3.8. All funds held by the Escrow Agent shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed in their entirety in accordance with Paragraphs 8.4, 8.5, 8.8, and 8.10.

3.9. Prior to the Effective Date, Class Counsel, without further approval of Jiffy Lube, may pay from the Settlement Fund an amount sufficient to cover Class Notice and Administration Expenses, Taxes, and Tax Expenses associated with providing notice to the Settlement Class and the administration of the Settlement. Subsequent to the Effective Date, without further approval by Jiffy Lube, the Settlement Fund may be used by Class Counsel to pay all reasonable and necessary Class Notice and Administration Expenses.

#### 4. Taxes

4.1. The Settling Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treasury Regulations §1.468B-1 and agree not to take any position for tax purposes inconsistent therewith. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Section 4, including the “relation-back election” (as defined in Treasury Regulations §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.2. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file, or cause to be filed, all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulations §1.468B-2(k)).

4.3 All (a) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned on the Settlement Amount, including any taxes or tax detriments that may be imposed upon the Settling Parties or their counsel with respect to any income earned on the Settlement Amount for any period during which the Settlement Amount does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Section 4 (including, without limitation, expenses of tax attorneys and/or accountants, mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this

Section 4) (“Tax Expenses”), shall be paid out of the Settlement Amount; in all events the Settling Parties and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Escrow Account without prior approval of Jiffy Lube, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2)). The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 4.

#### **5. Refund upon Termination of Settlement**

5.1. In the event the Settlement: (i) is not approved; (ii) is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Judgment and Order of Dismissal is reversed or vacated following any appeal taken therefrom; or (iii) is successfully collaterally attacked, the Settlement Fund (including accrued interest) less expenses actually incurred or due and owing for Class Notice and Administration Expenses, Taxes, or Tax Expenses pursuant to Paragraphs 3.9 and 4.3 shall be refunded to Jiffy Lube. Jiffy Lube shall have no right to seek reimbursement from any Person for the expenses actually incurred or due and owing for Class Notice and Administration Expenses, Taxes, or Tax Expenses.

#### **6. Preliminary Approval Order and Final Approval Hearing**

6.1. Promptly after execution of the Settlement Agreement,, Class Counsel shall submit the Settlement Agreement together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto,

requesting, among other things, the preliminary approval of the Settlement set forth in the Settlement Agreement, and approval for the dissemination of a Notice, substantially in the form of Exhibit B attached hereto. The Notice shall describe the general terms of the Settlement set forth in the Settlement Agreement, the proposed Plan of Allocation, the attorney's fees, service awards and expenses that Class Counsel will request (as defined in ¶ 9.1-9.4 below), and the date of the Fairness Hearing and notice that the Fairness Hearing may be conducted telephonically.

6.2. Jiffy Lube may be required to make reasonable efforts to assist or provide information to the Settlement Administrator in connection with the information reasonably needed by the Settlement Administrator in order to perform the activities contemplated under this Settlement Agreement, including the Settlement Administrator's dissemination of the Notice and the implementation of the Plan of Allocation and Distribution.

6.3. It shall be the Settlement Administrator's responsibility, under supervision of Class Counsel, to disseminate the Notice in accordance with this Settlement Agreement and as ordered by the Court. Settlement Class Members shall have no recourse as to the Released Jiffy Lube Parties, counsel for Jiffy Lube, Plaintiff, and Plaintiff's Counsel with respect to any claims they may have that arise from any failure of the notice process.

6.4. Class Counsel shall request that after Notice is given to the Settlement Class, the Court hold a hearing (the "Final Approval Hearing") and approve the Settlement of the Action as set forth herein. At the Final Approval Hearing, Class Counsel also shall request that the Court approve the proposed Plan of Allocation and the Fee and Expense Award and, if requested, the Plaintiff's Service Award.

## **7. Releases**

7.1. Upon the Effective Date, Plaintiff and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment and Order of Dismissal shall have, fully,



finally, and forever released, relinquished, and discharged against the Released Jiffy Lube Parties (whether or not such Settlement Class Member executes and delivers a Proof of Claim and Release Form) any and all Released Class Claims (including, without limitation, Unknown Claims). Claims to enforce the terms of this Settlement Agreement are not released. The Released Jiffy Lube Parties and Plaintiff acknowledge, and each of the Settlement Class Members shall be deemed by operation of law to acknowledge, that the waiver of Unknown Claims was bargained for and is a key element of the Settlement of which the release in this paragraph is a part. The releases set forth herein are to be construed pursuant to Pennsylvania law, without reference to any conflicts of law principles that would operate to make the internal laws of any other jurisdiction applicable.

7.2. Upon the Effective Date, Plaintiff and each of the Settlement Class Members and anyone claiming through or on behalf of them, shall be permanently barred and enjoined from the commencement, assertion, institution, maintenance, prosecution, or enforcement of any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or forum of any kind, asserting any of the Released Class Claims against the Released Jiffy Lube Parties and any claims arising out of, relating to, or in connection with the defense, settlement, or resolution of the Action or the Released Class Claims, except for claims relating to the enforcement of the Settlement.

7.3. Upon the Effective Date, each of the Releasing Jiffy Lube Parties and anyone claiming through or on behalf of them shall be deemed to have, and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff, each and all of the Settlement Class Members, and Plaintiff's Counsel from any and all Released Jiffy Lube Parties' Claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or

resolution of the Action or the Released Class Claims, except for claims relating to the enforcement of the Settlement. The Releasing Jiffy Lube Parties, Plaintiff, and Plaintiff's Counsel acknowledge, and the Settlement Class Members shall be deemed by operation of law to acknowledge, that the waiver of Unknown Claims was bargained for and is a key element of the Settlement of which the release in this paragraph is a part.

**8. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund**

8.1. The Settlement Administrator, subject to such supervision and direction of the Court or Class Counsel, shall provide notice of the Settlement to the Class, shall administer and calculate the settlement benefits to be paid to each Settlement Class Members pursuant to the Plan of Allocation, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

8.2. Jiffy Lube, in the exercise of reasonable efforts, has provided to Class Counsel a list of names and addresses of members of the Settlement Class who can be identified using reasonable available data and through reasonable effort, which list Class Counsel shall provide to the Settlement Administrator within seven (7) calendars following the execution of this Settlement Agreement. Within seventy-five (75) days after entry of the Preliminary Approval Order, the Settlement Administrator shall, after using all reasonable efforts and available resources to update the current addresses of members of the Settlement Class send each member of the Settlement Class a Notice. The Notice shall also be posted on the Settlement Administrator's website. The cost of providing such Notice shall be paid out of the Settlement Fund.

8.3. The Settlement Fund shall be applied as follows:

8.3.1. to pay all Class Notice and Administration Expenses;

8.3.2. to pay the Taxes and Tax Expenses;

8.3.3. to pay the Fee and Expense Award subject to the approval of the Court;

8.3.4. to pay any Plaintiff's Service Award subject to the approval of the Court; and

8.3.5. after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants pursuant to the Plan of Allocation and to pay applicable payroll taxes and effect withholding of applicable income taxes, if any, on the one third (1/3) of each settlement class member's respective share of the Net Settlement Fund deemed unpaid wages, as described in Section 3.1 above, and as approved by the Court.

8.4. Upon the Effective Date and thereafter, and in accordance with the terms of the Settlement Agreement, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Settlement Class Members, subject to and in accordance with the following.

8.5. The Settlement Administrator shall calculate the claims of Settlement Class Members substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. Following the Effective Date, the Settlement Administrator shall distribute the Net Settlement to Settlement Class Members pursuant to the Plan of Allocation, withholding applicable taxes payable on the one third (1/3) of each settlement class member's respective share of the Net Settlement Fund deemed unpaid wages.

8.6. Jiffy Lube shall take no position in any Court proceedings with respect to the Plan of Allocation or any other such plan as may be approved by the Court.

8.7. Other than in the event of the termination of the Settlement pursuant to Paragraph 5.1 or as provided in Paragraph 10.6, Jiffy Lube shall not have a reversionary interest in the Net Settlement Fund. Undistributed class member funds (e.g., for Settlement Class Members who

cannot be located and/or do not cash their checks by the stale date) will be reallocated pro rata and sent in a second distribution to Settlement Class Members who deposited their settlement checks so long as such a distribution is economically sensible in light of the amount to be distributed and the costs of a second distribution. If the sum available for a second distribution is not sufficient to render such a distribution economically sensible, or if there remain amounts undistributed after the secondary distribution, the undistributed amount will be donated, cy pres, to an appropriate non-profit organization, not affiliated with any of the parties or their counsel, to be approved by the Court.

8.8. The finality of the Court's Judgment and Order of Dismissal approving the Settlement shall not be conditioned on any ruling by the Court concerning the Plan of Allocation of the Net Settlement Fund. Any order or proceeding relating to a request for approval of the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement Agreement or affect or delay the Effective Date or the effectiveness or finality of the Judgment and Order of Dismissal and the release of the Released Claims.

8.9. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, Released Parties, Jiffy Lube, Jiffy Lube's counsel, or the Settlement Administrator based on distributions made substantially in accordance with the Settlement Agreement, the Plan of Allocation, or otherwise as further ordered by the Court. This provision does not include any claim by any party for breach of this Settlement Agreement.

**9. Class Counsel's Attorneys' Fees, Costs, and Expenses and Plaintiff's Service Award**

9.1. Class Counsel will submit an application (the "Fee and Expense Application") to the Court for an award from the Settlement Fund of: (i) attorneys' fees, in an amount that is a

reasonable percentage of the Settlement Fund; (ii) reimbursement of litigation expenses and costs incurred in connection with the prosecution of the Action; (iii) interest on such attorneys' fees, expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fee, expenses and costs are paid; and (iv) service award for Plaintiff in conjunction with his representation of the Class. All such requested amounts will be disclosed in the Class Notice provided to members of the Settlement Class. Class Counsel shall allocate any Fee and Expense Award among Plaintiff's Counsel in a manner which they in good faith believe reflects the contribution of those counsel to the prosecution and settlement of the Action. Any service award awarded by the Court to Plaintiff shall be paid from the Settlement Fund to Plaintiff only after the Effective Date has occurred.

9.2. Plaintiff may submit an application or applications to the Court (the "Plaintiff's Service Award Application") for an award for his time and expense in representing the Settlement Class. Any such amounts awarded to Plaintiff, as approved by the Court (the "Plaintiff's Service Award"), shall be payable solely out of the Settlement Fund.

9.3. The Fee and Expense Award shall be paid to Class Counsel from the Settlement Fund, as ordered, immediately following entry of an order by the Court granting such award, notwithstanding the existence of any timely filed objection. In the event that the Effective Date does not occur, or the order making the Fee and Expense Award pursuant to Paragraph 9.1 is reversed or modified by final non-appealable order, or if this Settlement Agreement is cancelled or terminated for any reason, and in the event any part of the Fee and Expense Award has been paid, then Plaintiff's Counsel shall, in an amount consistent with such reversal, modification, cancellation, or termination, refund such fees or expenses to the Settlement Fund, plus interest earned thereon at the same rate as earned on the Settlement Fund, within thirty (30) days from

receiving notice from Jiffy Lube's counsel or from a court of competent jurisdiction. Any refunds required pursuant to this paragraph shall be the several obligation of each Plaintiff's Counsel receiving fees or expenses to make appropriate refunds or repayments to the Settlement Fund. Each Plaintiff's Counsel, as a condition of receiving such fees and/or expenses on behalf of itself and each partner and/or shareholder of it, agrees that its law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

9.4. The procedure for and the allowance or disallowance by the Court of the Fee and Expense Award or Plaintiff's Service Award to be paid out of the Settlement Fund are not part of the Settlement, and any order or proceeding relating to the Fee and Expense Application or Plaintiff's Service Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement, or affect or delay the finality of the Judgment and Order of Dismissal (including the releases contained herein).

9.5. The Released Jiffy Lube Parties shall not have any responsibility for or liability with respect to the payment of any Fee and Expense Award to any Plaintiff's Counsel, or with respect to the allocation among Plaintiff's Counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

**10. Conditions of Settlement and Effect of Disapproval, Cancellation, or Termination**

10.1. The Effective Date of the Settlement Agreement shall be conditioned on the occurrence of all of the following events:

- 10.1.1. execution of this Settlement Agreement and such other documents as may be required to obtain final Court approval of the Settlement Agreement;

- 10.1.2. the Settlement Amount has been deposited into the Escrow Account as provided by Paragraph 3.1;
- 10.1.3. the Court has entered the Preliminary Approval Order;
- 10.1.4. no Settling Party has exercised its option to terminate the Settlement Agreement pursuant to Paragraph 10.2;
- 10.1.5. the Court has entered the Judgment and Order of Dismissal that, inter alia, dismisses with prejudice the Action as to Jiffy Lube; and
- 10.1.6. the Judgment and Order of Dismissal has become Final.

10.2. Plaintiff, through Class Counsel, and Jiffy Lube, through Jiffy Lube’s counsel, shall, in each of their separate discretions, have the right to terminate the Settlement set forth in this Settlement Agreement by providing written notice of their election to do so (“Termination Notice”) to all other Parties hereto within thirty (30) days of the date on which: (i) the Court enters an order declining to enter the Preliminary Approval Order in any material respect; (ii) the Court enters an order refusing to approve this Settlement Agreement or any material part of it; (iii) the Court enters an order declining to enter the Judgment and Order of Dismissal in any material respect; or (iv) the Judgment and Order of Dismissal is modified or reversed by a court of appeal or any higher court in any material respect. Notwithstanding this paragraph, the Court’s determination as to the Fee and Expense Application, Plaintiff’s Service Award Application, and/or any Plan of Allocation, or any determination on appeal from any such order, shall not provide grounds for termination of this Settlement Agreement or Settlement.

10.3. The Settlement is non-recapture, *i.e.*, this is not a claims-made settlement. As of the Effective Date, Jiffy Lube shall not have any right to the return of the Settlement Fund or any portion thereof for any reason. Upon the occurrence of all of the events referenced in Paragraph

10.1, any and all remaining interest or right of Jiffy Lube, if any, in or to the Settlement Fund shall be absolutely and forever extinguished. If all of the conditions specified in Paragraph 10.1 are not met, then the Settlement Agreement shall be canceled and terminated subject to Paragraph 10.6, unless Class Counsel and counsel for Jiffy Lube mutually agree in writing to proceed with the Settlement.

10.4. If, prior to the Final Hearing, one or more putative members of the Settlement Class timely exercise their rights to be excluded from the Settlement Class (“Opt-Outs”), the processes set forth in this paragraph shall apply. Any Settlement Class Member who does not request exclusion from the Settlement has the right to object to the Settlement. Settlement Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection before the Final Approval Hearing Final Approval Hearing. If a Settlement Class Member submits both an objection and a written request for exclusion, he or she shall be deemed to have requested exclusion and shall not be bound by the Agreement if approved by the Court and the objection will not be considered by the Court.

10.5. The Settling Parties and their respective counsel agree that they will make no effort to suggest, solicit, facilitate or otherwise encourage potential Settlement Class Members to exclude themselves from the Settlement.

10.6. Unless otherwise ordered by the Court, in the event the Settlement Agreement shall terminate as set forth herein or shall not become effective by order of the Court, counsel for Jiffy Lube or Class Counsel shall provide notice to the Escrow Agent and within five (5) business days after written notification, the Settlement Fund, less Class Notice and Administration Expenses, Taxes, and Tax Expenses reasonably and actually incurred shall be refunded pursuant to written instructions from counsel for Jiffy Lube. At the written direction of counsel for Jiffy Lube, the



Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds to Jiffy Lube, after deduction of any expenses incurred in connection with such application(s) for refund.

10.7. Except as otherwise provided herein, in the event that the Settlement is not approved by the Court or the Settlement Agreement is terminated or fails to become effective in accordance with its terms, the Releasing Parties shall not forfeit or waive any factual or legal claim, defense, or contention in the Action. In such event, the terms and provisions of the Settlement Agreement, with the exception of Paragraphs 5.1, 9.3 and 10.6. shall have no further force and effect with respect to the Releasing Parties and shall not be used in this Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Releasing Parties shall be deemed to return to their status as of the Execution Date. No order of the Court or modification or reversal on appeal of any such order of the Court concerning the Plan of Allocation, the Fee and Expense Award, or the Plaintiff's Service Award shall constitute grounds for cancellation or termination of the Settlement Agreement.

## **11. Miscellaneous Provisions**

11.1. The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement expeditiously.

11.2. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action and the Released Claims, or which could have been asserted with respect to the Action based on the same factual predicate. The Settlement and all negotiations, discussions, and proceedings leading up to and in connection herewith shall not

be deemed to constitute a presumption, concession, or an admission by any Settling Party or any of the Released Parties of any fault, liability, or wrongdoing by it, or as to the merits of any claim or defense

11.3. The Settling Parties and their counsel agree that they shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith at arm's length by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

11.4. Neither the Settlement Agreement nor the Settlement contained herein, nor any negotiations, discussions, proceedings, or acts performed or documents executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (a) are or may be deemed to be or may be used as admissions of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Jiffy Lube; or (b) are or may be deemed to be or may be used as admissions of, or evidence of, any fault or omission of Jiffy Lube in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Settling Parties agree to not make any public statements that assert or imply otherwise. The Released Jiffy Lube Parties, Plaintiff, Settlement Class Members, and Plaintiff's Counsel may file the Settlement Agreement and/or the Judgment and Order of Dismissal in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim, or in connection with any proceeding to enforce the terms of this Settlement Agreement.

11.5. All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Settlement Agreement, pursuant to their terms.

11.6. All of the Exhibits to the Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

11.7. This Settlement Agreement shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and that all Settling Parties have contributed substantially and materially to the preparation of this Settlement Agreement.

11.8. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.9. No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

11.10. The Settlement Agreement and the Exhibits attached hereto constitute the entire agreement among the Settling Parties and no representations, warranties, or inducements have been made to any Settling Party concerning the Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each Settling Party shall bear its own costs.

11.11. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms and also are expressly authorized by Plaintiff to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate.

11.12. Each counsel or other Person executing the Settlement Agreement or any of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

11.13. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (a) when emailed to the recipient, (b) when delivered personally to the recipient, (c) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Plaintiff or to Class Counsel:

Michael L. Schrag  
Gibbs Law Group LLP  
1111 Broadway, Suite 2100  
Oakland, CA 94607  
Telephone: 510-350-9718  
Facsimile: 510-350-9700

If to Jiffy Lube or to Jiffy Lube's counsel:

Eliot Turner and Anne M. Rodgers  
Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010-3095  
Telephone: 713-651-3797  
Facsimile: 713-651-5246

11.14. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or by PDF via email shall be deemed originals.

11.15. The Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties hereto.

11.16. The Court shall have exclusive jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Settlement Agreement.

11.17. This Settlement Agreement shall be governed by, construed and enforced in accordance with the law of the State of Pennsylvania, without reference to any conflicts of law principles that would operate to make the internal laws of any other jurisdiction applicable.

11.18. This Settlement Agreement represents the entire agreement between the parties regarding the subject matter herein and supersedes and replaces any and all prior agreements.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated July 22, 2022.

*On behalf of Plaintiff*

/s/ Michael L. Schrag

Michael L. Schrag

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Proposed Class*

*On behalf of Jiffy Lube International, Inc.*

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*Attorneys for Defendant Jiffy Lube International,  
Inc.*

# EXHIBIT A



**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**VICTOR FUENTES,**

***PLAINTIFF,***

**V.**

**CIVIL ACTION NO. 2:18-CV-05174-AB**

**JIFFY LUBE INTERNATIONAL, INC.,**

***DEFENDANT.***

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AGREEMENT  
WITH JIFFY LUBE INTERNATIONAL, INC.**

1. The parties to this litigation have entered into a Settlement Agreement, which if approved, would resolve the claims of the Settlement Class. Class representative Victor Fuentes filed a motion to preliminarily approve the settlement and direct notice of the proposed class action settlement. Defendant Jiffy Lube International, Inc., supports approval of the settlement. The Court has read and considered the Agreement and all exhibits thereto, including the proposed Class Notice and related briefing, and determined that Plaintiff has provided the Court sufficient information to decide whether the settlement should be granted preliminary approval. The Court concludes that it is appropriate to direct notice in a reasonable manner to all Settlement Class Members who would be bound by the proposal because the parties' showing establishes that the Court will likely be able to approve the proposal under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposal. *See* Fed. R. Civ. P. 23(e)(1)(B).

#### **Likely Approval of the Proposed Settlement**

2. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. The Court has reviewed the terms of the Agreement, the exhibits thereto, Plaintiffs' motion papers, the declarations of counsel, and all arguments made.

4. The Agreement is the product of more than two and a half years of litigation, including motion to dismiss briefing, the production and review of tens of thousands of pages of documents, and six depositions.

5. Based on its review, the Court will likely be able to approve the proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2). *See* Fed. R. Civ. P. 23(e)(1)(B)(i). The Agreement: (a) results from efforts by Fuentes and Class Counsel who adequately represented the class; (b) includes an amount of Settlement Consideration that was negotiated at arm's length with the assistance of Magistrate Judge David Strawbridge; (c) provides \$2 million in all-cash non-reversionary relief for the Settlement Class, which is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effective proposed method of distributing the vast

majority of relief to the class automatically without the need for a claims process; and (iii) the terms of the proposed award of attorney's fees and costs, including timing of payment; and (d) the treatment of Settlement Class Members equitably relative to each other.

### **Certification of Settlement Class**

6. The proposed Settlement Class as defined is:

All persons in the United States who between December 1, 2014 and December 31, 2018 (i) worked as hourly employees; (ii) of a Jiffy Lube Franchisee located in the Philadelphia-Camden-Wilmington MSA; and (iii) worked for a period of at least 90 days.<sup>1</sup>

7. The Court finds that certification of this action as a class action, pursuant to Rule 23(a) and (b)(3) is appropriate for settlement purposes. The Court preliminarily finds for settlement purposes that: (a) the Settlement Class numbers in the hundreds of persons, and joinder of all such persons would be impracticable, (b) there are questions of law and fact that are common to the Settlement Class, and those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of Fuentes are typical of the claims of the Settlement Class he seeks to represent for purposes of settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) Fuentes and Class Counsel are adequate representatives of the Settlement Class. Defendant retains all rights to argue the action is not properly certified as a class action other than for settlement purposes. The Court also concludes that, because the action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a nationwide class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

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<sup>1</sup> Excluded from the Settlement Class are: (a) Jiffy Lube and its principals, affiliated entities, legal representatives, successors, and assigns; (b) any Person who files a valid, timely Request for Exclusion; (c) federal, state, and local governments (including all agencies and subdivisions thereof); and (d) any Person who settled and released claims at issue in this Action.

8. Pursuant to Rule 23(g), the Court appoints Gibbs Law Group LLP as Class Counsel for the Settlement Class.

### **Notice and Administration**

9. The Court finds that the provision for notice to the Settlement Class set forth in the Settlement Agreement satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practical under the circumstances, including individual notice to all Settlement Class Members who can be identified through reasonable effort. The Court approves, as to form and content, the Proposed Class Notice. The Class Notice is reasonably calculated to apprise Settlement Class Members of the nature of this litigation; the scope of the Settlement Class; the Settlement Class claims, issues, and defenses; the terms of the Agreement; the right of Settlement Class Members to appear, object to the Agreement, and exclude themselves from the Settlement Class and the process for doing so; of the Final Approval Hearing; and of the binding effect of a class judgment on the Settlement Class.

10. The Court therefore approves the proposed method of providing notice and directs Gilardi & Co. LLC (“Gilardi”) to proceed with providing Class Notice to Settlement Class Members, pursuant to the terms of the Agreement and this Order.

11. The Court directs the Class Action Administrator to fulfill its notice duties and responsibilities specified in this Order and the Settlement Agreement.

12. No later than **75 days from this Order** (the “Notice Date”), Gilardi shall substantially complete its notice obligations consistent with the specifications of the Agreement including by disseminating notice to all reasonably identifiable Settlement Class Members by first class U.S. Mail and through publication of the detailed Settlement Website.

13. No later than **10 days before the hearing on final approval** of this settlement, Gilardi shall provide an affidavit to the Court, attesting that Class Notice was disseminated in a manner consistent with the Agreement, including its exhibits.

### **Objections and Exclusions**

14. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by submitting such request in writing consistent with the specification listed in the Class Notice no later than **45 calendar days after the Notice Date**.

15. To be valid, a Settlement Class Member must complete and mail to the Class Action Administrator a Request for Exclusion that is postmarked by the Opt-Out Deadline and must be personally signed.

16. Gilardi must provide Class Counsel and Defendant's Counsel with a final list of any timely Requests for Exclusion received by the Class Action Administrator within **five (5) business days after the Opt-Out Deadline**.

17. Any Settlement Class Member who wishes to object to the Settlement must, no later than **45 days after the Notice Date** submit a written notice of objection to the Court.

18. The written objection must contain the following:

- a. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;
- b. The specific legal and factual bases for all objections;
- c. Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- d. A statement of his/her membership in the Settlement Class; and
- e. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

19. All Settlement Class Members who do not submit a Request for Exclusion shall be bound by the terms of the Agreement upon entry of the Final Approval Order and Judgment.

**Final Approval Hearing and Schedule**

20. The Court will hold a hearing on entry of final approval of the settlement, as well as an award of fees and expenses to Class Counsel at \_\_\_\_\_ a.m. on \_\_\_\_\_ [approximately **125 days** after entry of this Order], in Courtroom 7-B of the United States District Court for the Eastern District of Pennsylvania, 7613 U.S. Courthouse, 601 Market Street, Philadelphia, PA. At the final approval hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the Settlement Class, and judgment entered on the terms stated in the Settlement Agreement; and (b) whether Plaintiffs’ application for an award of attorney fees and expenses to Class Counsel (“Fee Application”) should be granted.

21. Plaintiffs shall move for final settlement approval and approval of attorney’s fees and litigation expense reimbursements no later than \_\_\_\_\_ [approximately **50 days** after the entry of this Order].

22. The deadlines outlined above are summarized in the below chart.

23. The Court reserves the right to adjust the date of the final approval hearing and related deadlines.

24. All pending deadlines, except those specified herein, are hereby **VACATED**.

Notice Date	_____ [within 75 days after entry of preliminary approval order]
Deadline to contest earnings estimate	45 days after the Notice Date
Deadline to file Notice of Objection	45 days after the Notice Date
Deadline to request Exclusion	45 days after the Notice Date
Gilardi to provide class counsel list of timely Requests for Exclusion	5 business days after the Opt-Out Deadline
Plaintiffs to file motion for final approval and fees	50 days after entry of preliminary approval order
Deadline to file affidavit attesting notice was disseminated as ordered	115 days after entry of preliminary approval order
Final Approval Hearing	125 days after entry of preliminary approval order

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

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JUDGE ANITA B. BRODY  
 SENIOR UNITED STATES DISTRICT  
 JUDGE

# EXHIBIT B



Claim Number for [Class Member]: XXXXXX/ PIN:XXXX

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

**If you worked as an hourly employee at a Jiffy Lube store located in the Philadelphia-Camden-Wilmington area for more than 90 total days between December 1, 2014 and December 31, 2018, you could get a payment from a class action settlement.**

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

**Hay una traducción completa de éste documento en nuestra pagina de red: [www.XXXXX.com](http://www.XXXXX.com)**

Jiffy Lube International, Inc. (“Jiffy Lube”) has agreed to pay \$2 million to settle a class action lawsuit on behalf of hourly employees who worked for a Jiffy Lube franchisee at a Jiffy Lube store located in the Philadelphia-Camden-Wilmington Metropolitan Statistical Area (“MSA”) for more than 90 total days between December 1, 2014 and December 31, 2018. For a list of stores included in the settlement go to: [www.XXXXX.com](http://www.XXXXX.com)

The settlement resolves a lawsuit over whether Jiffy Lube violated the law by fostering an agreement among franchisees not to hire one another’s hourly employees (“no-poach policy”). Beginning in 2017, Jiffy Lube agreed not to enforce this policy. Although Jiffy Lube acknowledges the no-poach policy, it denies that it has violated any laws or that the no-poach policy caused any damages.

Class counsel will seek up to 25% of the settlement fund (\$500,000) in attorneys’ fees, reimbursement of up to \$320,465 in litigation expenses, and a service award of up to \$5,000 to the Class Representative.

This settlement avoids the costs and risks of continuing the lawsuit; pays money to current and former employees of Jiffy Lube franchisees in the Philadelphia-Camden-Wilmington MSA; and releases Jiffy Lube from liability to those employees.

The federal court still must decide whether to approve this settlement. You have the right to make your views known to the Court.

**Your legal rights are affected whether you act or don’t act.** Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	Get a payment. Give up rights.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement. <b>The deadline for submitting a written objection is _____.</b>
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement. <b>The Final Fairness Hearing is scheduled for _____.</b>
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be a part of another lawsuit against Jiffy Lube about the legal claims in this case. <b>The deadline to exclude yourself is _____.</b>

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [www.XXXXX.COM](http://www.XXXXX.COM)**

These rights and options—and the deadlines to exercise them—are explained in this notice. The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

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## BASIC INFORMATION

### 1. Why did I get this notice package?

You have been identified as an hourly employee who worked for a Jiffy Lube franchisee at a Jiffy Lube store in the Philadelphia-Camden-Wilmington MSA for a period of at least 90 days between December 1, 2014 and December 31, 2018.

The Court has approved and authorized the sending of this notice to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement at [www.XXXXX.com](http://www.XXXXX.com).

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Eastern District of Pennsylvania, and the case is known as *Fuentes v. Jiffy Lube International, Inc.*, and the case number is 2:18-cv-05174-AB. The person who sued is called Plaintiff, and the company he sued, Jiffy Lube, is called the Defendant. Senior U.S. District Judge Anita Brody is in charge of this class action.

### 2. What is this lawsuit about?

The lawsuit alleges that beginning no later than 2000, Jiffy Lube included a provision in its franchise agreements that restricted Jiffy Lube franchisees from hiring certain hourly employees of other franchisees. Plaintiffs allege this no-poach policy violated antitrust laws and caused employees financial harm in violation of Section 1 of the Sherman Antitrust Act and Section 4 of the Clayton Antitrust Act. In October 2017, Jiffy Lube advised franchisees it no longer intended to enforce the no-poach policy. Beginning in 2019, Jiffy Lube agreed not to include the no-poach provision in future franchise agreements and not to enforce the no-poach policy.

Although it has agreed not to enforce the no-poach policy and not to include the provision in future franchise documents, Jiffy Lube denies Plaintiffs' allegations. Jiffy Lube denies that it violated the Sherman Antitrust Act or the Clayton Antitrust Act, and denies that the no-poach policy caused employees damages.

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Victor Fuentes) sue on behalf of people who have similar claims. All these people are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Jiffy Lube. Instead, both sides have agreed to the Settlement. That way, Class Members can receive certain and substantial payments and both sides avoid the multi-year delay, risk, and cost of a trial and appeal. The Class Representative and the attorneys strongly believe the settlement is best for all Class Members given the risks of the case.

#### WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to determine whether you are a Class Member.

#### 5. How do I know if I am part of the settlement?

You are a member of the Class if you reside in the United States and worked as an hourly employee of a Jiffy Lube franchisee at a Jiffy Lube location in the Philadelphia-Camden-Wilmington MSA for a period of at least 90 days between December 1, 2014 and December 31, 2018. The list of Jiffy Lube stores included in the settlement can be found at [www.XXXXX.com](http://www.XXXXX.com).

The description of the Class is as follows:

All persons in the United States who between December 1, 2014 and December 31, 2018 (i) worked as hourly employees; (ii) of a Jiffy Lube Franchisee located in the Philadelphia-Camden-Wilmington MSA; and (iii) worked for a period of at least 90 days.

#### 6. Are there exceptions to being included?

If you worked as an hourly employee of a Jiffy Lube franchisee located in the Philadelphia-Camden-Wilmington MSA between December 1, 2014 and December 31, 2018 but did not work for a period of at least 90 days at a store located in the Philadelphia-Camden-Wilmington MSA during that time, you are not a Class Member. You are also not a Class Member if you did not work as an hourly employee. If you worked as an hourly employee for a period of 90 days at a store outside the Philadelphia-Camden-Wilmington MSA, you are not a Class Member and your legal rights are not affected by this settlement.

#### 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-XXX-XXX-XXXX or visit [www.XXXXX.com](http://www.XXXXX.com) for more information.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 8. What does the settlement provide?

Jiffy Lube has agreed to pay \$2 million. After attorney's fees, costs, service award, applicable payroll taxes, and settlement administration expenses are deducted, the remaining Net Settlement Fund will be distributed to Class Members. These funds will be distributed as described in Sections 9 and 10.

### 9. How will my payment be calculated?

The Net Settlement Amount (the amount remaining after deducting attorney's fees, costs, applicable payroll taxes, administration expenses and any class representative service award) will be distributed to Class Members who participate in the settlement on a pro rata basis based on their estimated earnings during the Class Period. The exact amount of your payment is not yet known. Class Counsel worked with Jiffy Lube and the franchisees that employed Class Members to gather available information about the wages you earned during the Class Period. Our records show that between December 1, 2014 and December 31, 2018, you worked at one or more Jiffy Lube locations in the Philadelphia-Camden-Wilmington MSA where you earned approximately \$\_\_\_\_\_. For a detailed explanation of the steps taken to estimate your earnings and how the Settlement Administrator will calculate your settlement share, please go to the Settlement Website at [www.XXXXX.com](http://www.XXXXX.com) and review the Allocation Plan document. You can use your Claims ID and PIN to review, correct, or provide more information with regard to your earnings data on the Settlement Website.

### 10. What if I disagree with the earnings estimate?

As explained in the Allocation Plan, your earnings estimate stated in Section 9 above was calculated using the best data available from Jiffy Lube and/or your employer. If you feel that your earnings estimate is incorrect, you have **45** days from the date of this Notice to contact the Settlement Administrator, via mail, email or the Settlement Website portal ([www.XXXXX.com](http://www.XXXXX.com)) using your Claims ID and PIN and contest the earnings estimate. To support your request to adjust your earnings estimate, you must provide evidence of your actual earnings (e.g., documents such as pay stubs or W-2's). The website portal will allow you to submit this evidence electronically. The Settlement Administrator will rule on your request and its determination of your earnings estimate will be final. The Settlement Administrator will make its determination within **90** days of Notice being mailed.

### 11. Will taxes be withheld from my settlement payment?

Under the Settlement Agreement, one third of your settlement payment is deemed unpaid wages and the Settlement Administrator will withhold taxes from this amount. The payroll taxes associated with these payments will be paid by the settlement fund. No taxes will be

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXX.COM](http://www.XXXXX.COM)

withheld from the other 2/3 of your settlement amount and you should contact your tax advisor as to whether any of this non-wage portion of your settlement payment is taxable. If the portion of your award allocated to wages is \$50 or less, a de minimis threshold will apply, and the entire award will be allocated as non-wage. Where the de minimis threshold is reached, the necessary taxes will be withheld on the wage portion of the settlement and the wage deposit will be made pursuant to the law of the relevant work states of Delaware, Maryland, New Jersey or Pennsylvania.

## HOW YOU GET A PAYMENT

### 12. How can I get a payment?

You do not need to do anything. You are requested (but not required) to provide your social security number via a secure portal on the Settlement Website. You can use your Claims ID and PIN to securely and safely provide this information directly to the Settlement Administrator. This will help the Settlement Administrator with tax withholding and reporting, and may allow you to receive the full amount of your payment sooner. For more details, you can review the Allocation Plan available on the Settlement Website. If the Court approves the settlement, your settlement payment will be automatically mailed to you net of any withholding tax payable on the unpaid wage portion. If your address changes, please let the Settlement Administrator know your new address.

### 13. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_ to decide whether to approve the settlement. If the Court approves the settlement, there may still be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the settlement at [www.XXXXX.com](http://www.XXXXX.com). Please be patient.

### 14. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you remain in the Class, which means you cannot sue, continue to sue, or be part of any other lawsuit against Jiffy Lube about the legal issues in *this* case. It also means that the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you agree to the "Release" in Section 7 of the Settlement Agreement, available at [www.XXXXX.com](http://www.XXXXX.com), which describes exactly the legal claims that you give up if you get settlement benefits.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep any right you may have to sue or continue to sue Jiffy Lube on your own about the legal issues in this case, you must take steps to get out. This is called excluding yourself—sometimes referred to as “opting out” of the settlement Class.

**15. How do I opt out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail entitled “**Request for Exclusion.**” You must clearly say: “**I want to be excluded from the settlement in *Fuentes v. Jiffy Lube International, Inc.* (Case No. 2:18-cv-05174-AB) (E.D. Penn).**” Be sure to include your name, mailing address, telephone number, and your signature. Your exclusion request must be **postmarked no later than** \_\_\_\_\_ to:

Jiffy Lube Exclusions  
[address line 1]  
[address line 2]

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Jiffy Lube in the future.

**16. If I don’t exclude myself, can I sue Jiffy Lube for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Jiffy Lube for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_.

**17. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will not receive any money from this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Jiffy Lube.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

Class Counsel in this case are Gibbs Law Group LLP ([www.classlawgroup.com](http://www.classlawgroup.com)) in Oakland, CA. You will not be charged individually for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to \$500,000 for attorney’s fees, reimbursement of up to \$320,465 in litigation expenses they incurred throughout this case, and a service award of up to \$5,000 to the Class Representative. The attorney’s fees would pay Class Counsel

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for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. There will also be costs of approximately \$68,132 to administer the settlement. These amounts will be paid from the \$2,000,000 settlement fund before funds are allocated to Class Members.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

### 20. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either personally or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Fuentes v. Jiffy Lube International, Inc.*, and the case number is 2:18-cv-05174-AB (E.D. Penn), (b) be submitted to the Court either by mailing them to the Office of the Clerk, United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, or by filing them in person at any location of the United States District Court for the Eastern District of Pennsylvania. Such objections must be received or filed, not simply postmarked, by \_\_\_\_\_.

Be sure to include: (1) your name, mailing address, email address, and telephone number; (2) the specific legal and factual bases for your objections; (3) copies of all papers, briefs, or documents on which the objection is based; (4) whether you (or your attorney) intend to appear at the Final Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection; (5) a statement that you are a member of the Settlement Class; (6) a detailed list of any other objections you (or your attorney) have submitted to any other class actions in any court, whether state or otherwise, in the last five years; (7) a detailed list of all cases in the previous five years in which you (or your attorney) has received payment or other consideration in connection with forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal; (8) the name, address, email address, and telephone number of any attorneys representing you; and (9) your signature, even if you are represented by counsel.

### 21. What's the difference between objecting and excluding?

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



## THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at \_\_\_\_\_ on \_\_\_\_\_, by telephone, video, or in person at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to Class Members. Be sure to check the Settlement Website, [www.XXXXX.com](http://www.XXXXX.com), for news of any such changes. You can also check whether the hearing date or any deadlines have changed by accessing the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>.

### 23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must indicate your desire to speak at the hearing in your objection letter (*see* section 20 above). You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 25. What happens if I do nothing at all?

If you do nothing, you'll receive a settlement payment as described above, as long as the Court approves the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Jiffy Lube about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 26. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement available at [www.XXXXX.com](http://www.XXXXX.com).

You can email the settlement administrator at \_\_\_\_\_ .com or call 1-XXX-XXX-XXXX toll free; or visit the website at [www.XXXXX.com](http://www.XXXXX.com), where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

All the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>. This case is called *Fuentes v. Jiffy Lube International, Inc.*, and the case number is 2:18-cv-05174-AB (E.D. Penn).

You may also obtain case documents by visiting the office of the Clerk of Court for the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, between 8:30 a.m. and 5:00 p.m., Monday through Friday, except court-observed holidays. More information about the clerk's office hours and other locations can be found at <https://www.paed.uscourts.gov>.

You can also contact Class Counsel with any questions:

#### CLASS COUNSEL

Michael L. Schrag  
Joshua J. Bloomfield  
Gibbs Law Group LLP  
1111 Broadway, Suite 2100  
Oakland, California 94607  
[mls@classlawgroup.com](mailto:mls@classlawgroup.com)  
[jjb@classlawgroup.com](mailto:jjb@classlawgroup.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT**

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXX.COM](http://www.XXXXX.com)**

# EXHIBIT C

Store #	Area	Franchisee	Street Address	State	Zip Code
89	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	2023 MARLTON PIKE W, CHERRY HILL, NJ 08002, USA	NJ	08002
155	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	149 LINCOLN HWY, FAIRLESS HILLS, PA 19030, USA	PA	19030
262	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	600 W STREET RD, WARMINSTER, PA 18974, USA	PA	18974
274	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - T & M ENTERPRISES	73 E LANCASTER AVE, PAOLI, PA 19301, USA	PA	19301
537	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - MAJESTIC LUBRICATION, INC.	210 E PULASKI HWY, ELKTON, MD 21921, USA	MD	21921
1987	Trenton, NJ	MULTI-MANAGEMENT GROUP - CAPITAL QUICK LUBES	702 NJ-33, HAMILTON TOWNSHIP, NJ 08619, USA	NJ	08619
3122	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	OUR VENTURE GROUP	20 W TOWNSHIP LINE RD, HAVERTOWN, PA 19083, USA	PA	19083
3766	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	6722 RIDGE AVE, PHILADELPHIA, PA 19128, USA	PA	19128
37	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	HIRACO GROUP	3658 ARAMINGO AVE, PHILADELPHIA, PA 19134, USA	PA	19134
43	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	2266 STREET RD, BENSALEM, PA 19020, USA	PA	19020
80	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	2205 MT HOLLY RD, BURLINGTON TOWNSHIP, NJ 08016, USA	NJ	08016
93	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	342 S BROAD ST, WOODBURY, NJ 08096, USA	NJ	08096
99	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	2 W ST RD, FEASTERVILLE-TREVOSE, PA 19053, USA	PA	19053
113	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	OUR VENTURE GROUP	225 BALTIMORE PIKE, SPRINGFIELD, PA 19064, USA	PA	19064
114	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	55 N WHITE HORSE PIKE, AUDUBON, NJ 08106, USA	NJ	08106
160	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - S & T LUBRICATION, INC.	508 S LENOLA RD, MAPLE SHADE, NJ 08052, USA	NJ	08052
183	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	5010 CITY AVE, PHILADELPHIA, PA 19131, USA	PA	19131
261	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - T & M ENTERPRISES	590 W DEKALB PIKE, KING OF PRUSSIA, PA 19406, USA	PA	19406
265	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	OUR VENTURE GROUP	4515 EDMONT AVE, BROOKHAVEN, PA 19015, USA	PA	19015
269	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	814 BETHLEHEM PIKE, FLOURTOWN, PA 19031, USA	PA	19031
312	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - NEW HORIZON LUBRICATION LLC	3725 KIRKWOOD HWY, WILMINGTON, DE 19808, USA	DE	19808
402	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	1311 BLACKWOOD CLEMENTON RD, BLACKWOOD, NJ 08021, USA	NJ	08021
406	Trenton, NJ	MULTI-MANAGEMENT GROUP - MERCER COUNTY LUBRICATION, LLC.	2951 BRUNSWICK PIKE (US 1, LAWRENCEVILLE, NJ 08648, USA	NJ	08648
437	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - NEW HORIZON LUBRICATION LLC	29 LIBERTY TERRACE, NEWARK, DE 19711, USA	DE	19711
438	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	LOPRESTI GROUP	5781 NJ-42, TURNERSVILLE, NJ 08012, USA	NJ	08012
493	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - T & M ENTERPRISES	12 W GERMANTOWN PIKE, NORRISTOWN, PA 19401, USA	PA	19401
599	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - MAJESTIC LUBRICATION, INC.	2439 PULASKI HWY, NEWARK, DE 19702, USA	DE	19702
636	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MULTI-MANAGEMENT GROUP - NEW HORIZON LUBRICATION LLC	3807 CONCORD PIKE, WILMINGTON, DE 19803, USA	DE	19803
916	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	2100 MARLTON PIKE EAST, CHERRY HILL, NJ 08003, USA	NJ	08003
946	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	392 DOYLESTOWN RD, MONTGOMERYVILLE, PA 18936, USA	PA	18936
1024	Trenton, NJ	MULTI-MANAGEMENT GROUP - MERCER COUNTY LUBRICATION, LLC.	10 LEXINGTON AVE, EWING TOWNSHIP, NJ 08618, USA	NJ	08618
2765	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	MID ATLANTIC LUBES GROUP	1600 COTTMAN AVE, PHILADELPHIA, PA 19111, USA	PA	19111