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Attorneys for Plaintiffs
 ELSY QUEZADA and ROSA RODRIGUEZ,
 on behalf of themselves and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ELSY QUEZADA, on behalf of herself and
 others similarly situated,

Plaintiff,

vs.

ARAMARK CLEANROOM SERVICES, LLC;
 ARAMARK UNIFORM AND CAREER
 APPAREL, LLC; and DOES 1 to 100,
 inclusive,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles
09/05/2023
 David W. Slayton, Executive Officer / Clerk of Court
 By: A. Morales Deputy

Case No.: 20STCV02962

CLASS ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
 HONORABLE LAWRENCE P. RIFF, DEPT. 7]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
 GRANTING FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT**

Hearing Information:

Date: September 5, 2023

Time: 9:00 a.m.

Dept.: 7

Action Filed: January 24, 2020

1 Plaintiffs Elsy Quezada and Rosa Rodriguez’s (collectively “Plaintiffs”) Motion for Final
2 Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with
3 Defendants ARAMARK CLEANROOM SERVICES, LLC; ARAMARK UNIFORM AND
4 CAREER APPAREL, LLC (collectively “Defendants”) (Plaintiffs and Defendants collectively, the
5 “Parties”) came before this Court on September 5, 2023, at 9:00 a.m. in Department 7 of the
6 Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los
7 Angeles, California 90012. Having received and considered the Amended Stipulation of Class
8 Action and PAGA Representative Action Settlement (“Settlement”), Plaintiff’s Motion for Final
9 Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of
10 Markus Bulthuis on behalf of Simpluris and the evidence and argument received by the Court in
11 conjunction with the Motion for Preliminary Approval of Class Action Settlement and documents
12 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES
13 THE FOLLOWING DETERMINATION:

14 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
15 including all members of the settlement class.

16 2. The Court finds that the Class (defined below) is properly certified as a class for
17 settlement purposes only:

18 any and all current and former non-exempt employees of Defendants
19 who worked at Defendants’ Los Angeles Cleanroom, located in Los
20 Angeles, California at any time from January 24, 2016, through July
21 20, 2022

22 3. The Court appoints Plaintiffs Elsy Quezada and Rosa Rodriguez as Class
23 Representatives for settlement purposes only.

24 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Courtney M.
25 Miller, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

26 5. The notice provided to the class members conforms with the requirements of
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California
28 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other

1 applicable law, and constitutes the best notice practicable under the circumstances, by providing
2 individual notice to all class members who could be identified through reasonable effort, and by
3 providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other class members. The notice fully satisfied the requirements of due process.

5 6. The Court finds the settlement was entered into in good faith, that the settlement is
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendants or by any other
11 released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by
12 Defendants or any other released party. Neither this Order, the Settlement, nor any document
13 referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be
14 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
15 against Defendants or any of the other released parties.

16 8. No Class Members have objected to the terms of the Settlement.

17 9. No Class Members have requested exclusion from the Settlement.

18 10. No later than fifteen (15) calendar days after the Effective Date, Defendants shall
19 pay the Maximum Settlement Amount and an amount to pay the employer's share of payroll taxes,
20 into the Qualified Settlement Fund set up, held, and controlled by the Settlement Administrator.
21 Within thirty (30) calendar days of the Effective Date, the Settlement Administrator shall issue
22 Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to the
23 PAGA Members, the LWDA Payment to the LWDA, the Court-approved attorneys' fees and costs
24 to Class Counsel, the Court-approved Service Payments to the Class Representatives or Class
25 Counsel, and the Court-approved settlement administration costs to itself.

26 11. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
27 recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves
28 the payment from the Maximum Settlement Amount of a Service Payment to Plaintiff Elsy Quezada

1 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) and a Service
2 Payment to Plaintiff Rosa Rodriguez in the amount of Five Thousand Dollars and no Cents
3 (\$5,000.00).

4 12. The Court approves the payment from the Maximum Settlement Amount of
5 attorneys' fees to Class Counsel in the sum of One Hundred Sixty-Six Thousand Dollars and Sixty-
6 Seven Cents (\$166,666.67), and the reimbursement of litigation expenses in the sum of Eleven
7 Thousand Two Hundred Fifteen Dollars and Ninety-Seven Cents (\$11,215.97). Both are reasonable
8 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a
9 common fund obtained for the class. The court also has considered the lodestar amount. Awarding
10 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
11 obtained for the class.

12 13. The Court approves and orders payment from the Maximum Settlement Amount in
13 the amount of Nine Thousand Dollars and Zero Cents (\$9,000.00) to Simpluris for performance of
14 settlement administration services.

15 14. The Court approves and orders payment from the Maximum Settlement Amount in
16 the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) attributed to the
17 resolution of and in connection with the Labor Code Private Attorneys General Act of 2004 (Cal.
18 Lab. Code §§ 2698, *et seq.*, "PAGA") claims ("PAGA Payment"). The amount of Eighteen
19 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) is to be paid to the California
20 Labor and Workforce Development Agency ("LWDA"). The amount of Six Thousand Two
21 Hundred Fifty Dollars and No Cents (\$6,250.00) shall be distributed to the PAGA Members who
22 worked during the PAGA Period.

23 15. After one hundred eighty (180) calendar days of issuance, funds from undeposited
24 Individual Settlement Payment and Individual PAGA Payment checks will be held by the
25 Settlement Administrator; if the Class Member or PAGA Member to whom the undeposited check
26 is issued does not contact Class Counsel or the Settlement Administrator concerning his or her
27 settlement payment check(s) within one-hundred eighty (180) calendar days of issuance, the amount
28 of that uncashed settlement payment shall be transmitted to the State of California, to be held and

1 disposed of by the Controller in accordance with California's Unclaimed Property Law for the
2 benefit of those Settlement Class Members and PAGA Employees who did not cash their checks
3 until such time that they claim their property.

4 16. Upon Final Approval and Defendants' full funding of the Maximum Settlement
5 Amount and employer's share of taxes, the Settlement Class Members, shall be deemed to have
6 fully, finally, and forever released the Aramark Releasees from the Released Class Claims for the
7 Class Period. "Released Class Claims" shall mean all claims, rights, demands, liabilities, and causes
8 of action asserted in the Operative Complaint, all claims that could have been reasonably asserted in
9 the Action based on the facts alleged in the Operative Complaint and ascertained in the course of
10 the Action, including causes of action for (a) unpaid meal period premiums under Labor Code
11 sections §§ 226.7 and 512 and the applicable California Industrial Welfare Commission Wage
12 Order; (b) failure to timely pay wages under Labor Code sections §§ 201, 202, and 203; (c) failure
13 to maintain and provide accurate itemized wage statements under Labor Code sections §§ 226,
14 226.2, and 226.3; (d) all claims for the alleged violation of California Business & Professions Code
15 sections 17200, et seq., based upon the alleged failure to provide complaint meal breaks, failure to
16 provide accurate and itemized wage statements, failure to timely pay wages, and/or failure to
17 provide suitable seating; (e) all claims for penalties or monetary relief based upon the claims
18 described above pursuant to Labor Code §558; and (f) all claims for interest, penalties, attorneys'
19 fees, costs and any other monetary relief based upon the claims described above and including, but
20 not limited to, pursuant to Labor Code §§210, 218.5, 218.6, Code of Civil Procedure §1021.5,
21 and/or Civil Code §§ 3287(b) and 3289, costs, attorneys' fees, injunctive relief, declaratory relief, or
22 accounting that are based on or related to the alleged Labor Code and Business & Professions Code
23 violations referenced in sub-sections (a) through (d) above, that accrued or accrue through the Class
24 Period.

25 17. Upon Final Approval and Defendants' full funding of the Maximum Settlement
26 Amount and employer's share of taxes, Class Representatives, as representatives of the State of
27 California and on behalf of the LWDA and the PAGA Members, fully and finally release the
28 Aramark Releasees from the Released PAGA Claims for the PAGA Period. "Released PAGA

Claims” means all claims for civil penalties under PAGA asserted in the Operative Complaint and the PAGA Action, asserted in any PAGA letters sent by Plaintiff Rodriguez to the LWDA, and all claims that could have been reasonably alleged in the Action arising from the same alleged facts alleged in the Operative Complaint and ascertained in the course of the Action and PAGA Action, during the PAGA Period including for (a) unpaid meal period premiums under Labor Code sections §§ 226.7 and 512 and the applicable California Industrial Welfare Commission Wage Order; (b) failure to timely pay wages under Labor Code sections §§ 201, 202, and 203; (c) failure to maintain and provide accurate itemized wage statements under Labor Code sections §§ 226, 226.2, and 226.3; and (d) failure to provide suitable seating under the applicable California Industrial Welfare Commission Wage Order.

18. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

19. The settlement administrator shall file a final report by August 29, 2024 indicating the disbursements were made pursuant to the settlement.

20. A ~~status conference~~ ^{non-appearance case review} regarding distribution of the settlement funds is set for September 6, 2024 at 9:00 a.m. a.m./~~p.m.~~ in Department 7 of the above-captioned Court.

IT IS SO ORDERED.

Dated: 09/05/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT