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12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES - COMPLEX

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

17 Plaintiff,

18 v.

19 ARAMARK CLEANROOM
SERVICES, LLC; ARAMARK UNIFORM
20 AND CAREER APPAREL, LLC; and DOES 1
to 100, inclusive,
21

22 Defendants.
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Case No. 20STCV02962

**STIPULATION OF CLASS ACTION
AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Judge: Hon. Lawrence P. Riff
Dept.: 7

Complaint Filed: January 24, 2020

1 This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as
2 of the date set forth below, between Plaintiffs Elsy Quezada and Rosa Rodriguez, as individuals
3 and as representatives of the proposed Class described herein and as representatives of the State
4 of California (collectively, “Plaintiffs”), and Defendants Aramark Cleanroom Services, LLC and
5 Aramark Uniform & Career Apparel, LLC (collectively, “Defendants”) who are parties to the
6 above-captioned litigation (together, the “Parties”).

7 **1. THE CONDITIONAL NATURE OF THIS STIPULATION**

8 1.1 This Stipulation and all associated exhibits or attachments are made for the sole
9 purpose of settling the above-captioned action. This Stipulation and the Settlement it evidences
10 are made in compromise of disputed claims. Because this action is being settled as a class and
11 representative action, this Settlement must receive preliminary and final approval by the Court.
12 Accordingly, the Parties enter into this Stipulation and associated Settlement on a conditional
13 basis. If the Court does not enter the Order of Final Approval, the proposed Judgment does not
14 become a Final Judgment for any reason, and/or the Effective Date does not occur, this
15 Stipulation shall be deemed null and void *ab initio*; it shall be of no force or effect whatsoever; it
16 shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and
17 entry of the Stipulation shall remain subject to the provisions of California Evidence Code
18 sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence
19 that are applicable.

20 1.2 Defendants deny all claims as to liability, damages, penalties, interest, fees,
21 restitution, injunctive relief and all other forms of relief, as well as deny the class and
22 representative action allegations asserted in the Action, as those terms are defined below.
23 Defendants have agreed to resolve the Action via this Stipulation, but to the extent this
24 Stipulation is deemed void or the Effective Date does not occur, Defendants do not waive, but
25 rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon
26 all procedural, merit, and factual grounds, including, without limitation, the ability to challenge
27 class and representative action treatment on any grounds, as well as asserting any and all other
28 privileges and potential defenses. Plaintiffs and Class Counsel (as defined below) agree that

1 Defendants retain and reserve these rights, and Plaintiffs and Class Counsel agree not to argue or
2 present any argument, and hereby waive any argument, that based on this Stipulation, Defendants
3 cannot contest class certification or representative action treatment on any grounds whatsoever, or
4 assert any and all other privileges or potential defenses if this Action were to proceed.

5 2. DEFINITIONS

6 The following terms, when used in this Joint Stipulation of Settlement, shall have the
7 following meanings:

8 2.1 “Action” means the above captioned action, *Elsy Quezada, on behalf of herself*
9 *and others similarly situated v. Aramark Cleanroom Services, LLC, et al.*, Los Angeles Superior
10 Court Case No. 20STCV02962.

11 2.2 “Aramark Releasees” means Aramark Cleanroom Services, LLC and Aramark
12 Uniform and Career Apparel, LLC, and all affiliated parties and entities (including past and
13 present affiliates, parents, subsidiaries, predecessors, related entities, owners, members,
14 successors, shareholders, divisions, and each of these entities’ past and present directors, officers,
15 employees, partners, shareholders, members and representatives).

16 2.3 “Class” or “Class Members” means all current and former non-exempt employees
17 of Defendants who worked at Defendants’ Los Angeles Cleanroom, located in Los Angeles,
18 California at any time during the Class Period.

19 2.4 “Class Counsel” means Joseph Lavi, Vincent C. Granberry and Courtney M.
20 Miller of Lavi & Ebrahimian, LLP.

21 2.5 “Class Period” means the time period from January 24, 2016, through July 20,
22 2022.

23 2.6 “Class Representatives” or “Plaintiffs” means Plaintiffs Elsy Quezada and Rosa
24 Rodriguez.

25 2.7 “Class Representatives’ Released Claims” means any and all claims, obligations,
26 demands, actions, rights, causes of action, and liabilities against the Aramark Releasees, of
27 whatever kind and nature, character, and description, whether in law or equity, whether sounding
28 in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or

1 other source of law or contract, whether known or unknown, and whether anticipated or
2 unanticipated, including all unknown claims covered by California Civil Code Section 1542, as
3 quoted below, by the Class Representatives, arising at any time up to and including the date on
4 which the Court enters the Order of Final Approval, for any type of relief, including without
5 limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs,
6 penalties (including waiting time penalties), general damages, compensatory damages, liquidated
7 damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses,
8 restitution, and equitable and declaratory relief. The Class Representatives' Released Claims also
9 include, but are not limited to, the Released Claims as well as any other claims under any
10 provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code¹, any applicable
11 California Industrial Welfare Commission Wage Orders, any city or county Living Wage
12 Ordinances, and claims under state or federal discrimination statutes, including, without
13 limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code;
14 the California Constitution; the California Business and Professions Code, including but not
15 limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in
16 Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed
17 Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964,
18 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the
19 extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the
20 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act;
21 the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the
22 Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the
23 California Family Rights Act; and all of their implementing regulations and interpretive
24 guidelines; any and all claims for monetary recovery and personal or individual relief, except as
25 prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees,
26 injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the
27 avoidance of doubt, this is a complete and general release to the maximum extent by law.

28 ¹ References to the "Labor Code" herein shall be to the California Labor Code.

1 Notwithstanding the foregoing, the release of the Class Representatives' Released Claims do not
2 include (i) any claim or right for workers' compensation benefits; or (ii) any claim or right that is
3 not waivable as a matter of law.

4 2.8 "Court" means the Superior Court of the State of California, County of Los
5 Angeles.

6 2.9 "Defendants' Counsel" means Eric Meckley, Sarah Zenewicz and Karen Cho of
7 Morgan, Lewis & Bockius LLP.

8 2.10 "Effective Date" means the date on which the Judgment becomes a Final
9 Judgment.

10 2.11 "Eligible Workweeks" shall mean the workweeks that each Class Member worked
11 in California in the Los Angeles Cleanroom facility during the Class Period for one of the Aramark
12 Releasees.

13 2.12 "Eligible Pay Periods" shall mean the pay periods that each PAGA Member
14 worked in California in the Los Angeles Cleanroom facility during the PAGA Period for one of
15 the Aramark Releasees.

16 2.13 "Final Approval Date" means the date on which the Court enters the Order of
17 Final Approval.

18 2.14 "Final Approval Hearing" means a hearing set by the Court, to take place on a date
19 established by the Court, for the purpose of (i) determining the fairness, adequacy, and
20 reasonableness of the Stipulation terms and associated Settlement pursuant to class action
21 procedures and requirements; (ii) determining the amount of the award of attorneys' fees and
22 costs to Class Counsel; (iii) determining the amounts of the Service Payments to the Class
23 Representatives; and (iv) entering the Judgment.

24 2.15 "Final Judgment" means the latest of the following dates: (i) if no Class Member
25 files an objection to the Settlement, then the date the Court enters a judgment and an Order of
26 Final Approval of the Settlement; (ii) if a Class Member files an objection to the Settlement, then
27 after the applicable date for seeking appellate review of the Court's final approval of the
28 Settlement has passed, assuming no appeal or request for review is filed; or (iii) if an appeal is

1 filed, the final resolution of that appeal (including any requests for rehearing and/or petitions for
2 writ of certiorari) resulting in the final judicial approval of the Settlement.

3 2.16 “Individual PAGA Payment” means the individual amounts paid from the PAGA
4 Payment to the individual PAGA Members for settlement of claims for civil penalties under
5 PAGA.

6 2.17 “Individual Settlement Payment” means the settlement amount due each
7 Settlement Class Member from the Settlement Pool.

8 2.18 “Judgment” means the judgment to be executed and filed by the Court pursuant to
9 this Stipulation following the Final Approval Hearing. Notice of the Judgment will be given to
10 the Class via the Settlement Administrator’s website.

11 2.19 “LWDA” means the California Labor and Workforce Development Agency.

12 2.20 “LWDA Payment” means the payment to the LWDA from the PAGA Payment for
13 settlement of claims for civil penalties under PAGA.

14 2.21 “Maximum Settlement Amount” means the total maximum amount payable under
15 the terms of this Agreement by Defendants, which is the gross sum of Five Hundred Thousand
16 Dollars and Zero Cents (\$500,000.00), except that the Maximum Settlement Amount shall not
17 include the employer’s share of payroll taxes, which Defendants shall pay for any amounts paid
18 to Settlement Class Members that are attributable to wages as described herein. The Maximum
19 Settlement Amount shall be used to pay, as approved by the Court, Class Counsel’s attorneys’
20 fees and costs, Service Payments to Class Representatives, Settlement Administration Costs; and
21 the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement
22 Payments to the Settlement Class Members. Aramark Releasees shall not be required to pay
23 anything above or beyond the Maximum Settlement Amount, under any circumstance, as a result
24 of this Settlement, except Defendants’ obligation to pay the employer’s share of taxes with
25 respect to the wage portions of Settlement Class Members’ Individual Settlement Payments and
26 except as may be increased pursuant to the terms of section 6.2.2.

27 2.22 “Notice of Class Action Settlement” means the document provided to Class
28 Members to notify them of the settlement, a copy of which is attached hereto as Exhibit 1. The

1 Notice of Class Action Settlement will be distributed to the Class in English and Spanish.

2
3 2.23 “Operative Complaint” means the amended complaint, attached hereto as
4 **Exhibit 3.**

5 2.24 “PAGA Action” means the action entitled *Rosa Rodriguez, on behalf of herself*
6 *and all other current and former aggrieved California-based hourly non-exempt employees v.*
7 *Aramark Uniform and Career Apparel, LLC, et al.*, Los Angeles Superior Court Case No.
8 20STCV31847.

9 2.25 “PAGA Members” means all current and former non-exempt employees of
10 Defendants who worked at Defendants’ Los Angeles Cleanroom, located in Los Angeles,
11 California at any time during the PAGA Period.

12 2.26 “PAGA Payment” means the payment in settlement of all claims for PAGA
13 penalties, 75% of which will be distributed as the LWDA Payment to the LWDA and 25% of
14 which will be distributed as Individual PAGA Payments to the PAGA Members.

15 2.27 “PAGA Period” means all means the period from June 15, 2019, through July 20,
16 2022.

17 2.28 “Parties” means Defendants and Plaintiffs collectively.

18 2.29 “Preliminary Approval Date” means the date the Court enters the Order approving
19 the Stipulation of Settlement, and the exhibits thereto, and providing for notice to the Class, an
20 opportunity to opt out of the Settlement Class, an opportunity to submit timely objections to the
21 settlement, and setting the Final Approval Hearing.

22 2.30 “Released Class Claims” shall mean all claims, rights, demands, liabilities, and
23 causes of action asserted in the Operative Complaint, all claims that could have been reasonably
24 asserted in the Action based on the facts alleged in the Operative Complaint and ascertained in
25 the course of the Action, including causes of action for (a) unpaid meal period premiums under
26 Labor Code sections §§ 226.7 and 512 and the applicable California Industrial Welfare
27 Commission Wage Order; (b) failure to timely pay wages under Labor Code sections §§ 201, 202,
28 and 203; (c) failure to maintain and provide accurate itemized wage statements under Labor Code

1 sections §§ 226, 226.2, and 226.3; (d) all claims for the alleged violation of California Business &
2 Professions Code sections 17200, *et seq.*, based upon the alleged failure to provide complaint
3 meal breaks, failure to provide accurate and itemized wage statements, failure to timely pay
4 wages, and/or failure to provide suitable seating; (e) all claims for penalties or monetary relief
5 based upon the claims described above pursuant to Labor Code §558; and (f) all claims for
6 interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims
7 described above and including, but not limited to, pursuant to Labor Code §§210, 218.5, 218.6,
8 Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289, costs, attorneys' fees,
9 injunctive relief, declaratory relief, or accounting that are based on or related to the alleged Labor
10 Code and Business & Professions Code violations referenced in sub-sections (a) through (d)
11 above, that accrued or accrue through the Class Period.

12 2.31 "Released PAGA Claims" means all claims for civil penalties under PAGA
13 asserted in the Operative Complaint and the PAGA Action, asserted in any PAGA letters sent by
14 Plaintiff Rodriguez to the LWDA, and all claims that could have been reasonably alleged in the
15 Action arising from the same alleged facts alleged in the Operative Complaint and ascertained in
16 the course of the Action and PAGA Action, during the PAGA Period including for (a) unpaid
17 meal period premiums under Labor Code sections §§ 226.7 and 512 and the applicable California
18 Industrial Welfare Commission Wage Order; (b) failure to timely pay wages under Labor Code
19 sections §§ 201, 202, and 203; (c) failure to maintain and provide accurate itemized wage
20 statements under Labor Code sections §§ 226, 226.2, and 226.3; and (d) failure to provide
21 suitable seating under the applicable California Industrial Welfare Commission Wage Order.

22 2.32 "Service Payments" means the amount approved by the Court to be paid to the
23 Class Representatives, in recognition of their efforts in coming forward as Class Representatives
24 and as consideration for a full, general, and comprehensive release of the Class Representatives'
25 Released Claims, which shall be in addition to their portion of the Settlement Pool.

26 2.33 "Settlement Administration Costs" means the costs payable from the Maximum
27 Settlement Amount to the Settlement Administrator for administering this Settlement in
28 accordance with the Settlement Administrator's responsibilities outlined in this Settlement

1 Agreement.

2 2.34 “Settlement Administrator” means Simpluris, Inc. who shall be responsible for the
3 administration of the Settlement, distribution of any amounts owed under this Settlement, and
4 matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to
5 appointment by the Court.

6 2.35 “Settlement Class” or “Settlement Class Members” mean all Class Members who
7 do not timely submit a signed and valid Opt-Out Request to the Settlement Administrator.

8 2.36 “Settlement Pool” is the portion of the Maximum Settlement Amount available for
9 distribution to the Settlement Class, which shall equal the Maximum Settlement Amount less
10 PAGA Payment, Court-approved attorneys’ fees and costs, Settlement Administration Costs, and
11 the Court-approved Class Representative Service Payments.

12 2.37 “Stipulation of Settlement” or “Stipulation” or “Settlement” shall mean this Joint
13 Stipulation of Settlement, signed by counsel for all of the Parties.

14 **2.38 DESCRIPTION OF THE LITIGATION**

15 2.39 On January 24, 2020, Plaintiff Elsy Quezada filed a putative class action complaint
16 against Defendants in the California Superior Court, County of Los Angeles, captioned *Elsy*
17 *Quezada, on behalf of herself and others similarly situated v. Aramark Cleanroom Services, LLC,*
18 *et al.*, Case No. 20STCV02962. The Action alleged claims for: (1) failure to provide meal
19 periods (Labor Code § 226.7, 512); (2) failure to provide itemized accurate wage statements
20 (Labor Code Labor Code § 226); (3) failure to pay all wages upon termination (Labor Code §§
21 201, 202, 203); and (4) unfair business practices in violation of Business and Profession Code
22 section 17200, *et seq.* Plaintiff Quezada brought the Action on behalf of a proposed class of all
23 current and former California non-exempt hourly employees of Defendants.

24 2.40 On August 27, 2020, Plaintiff Rosa Rodriguez filed a representative action
25 complaint against Defendants in the California Superior Court, County of Los Angeles, captioned
26 *Rosa Rodriguez, on behalf of herself and all other current and former aggrieved California-based*
27 *hourly non-exempt employees v. Aramark Uniform and Career Apparel, LLC, et al.*, Case No.
28 20STCV31847. The PAGA Action alleged a single claim under PAGA claims for a failure to

1 provide suitable seating and seeking penalties on behalf of all current and former aggrieved
2 California-based hourly non-exempt employees of Defendants.

3 2.41 Through substantial and extensive informal discovery, Defendants provided
4 Plaintiffs' counsel with data, analysis, written policies, reflecting employees' time worked, rates
5 of pay, workweeks, meal premiums paid, and employment status during the Class Period.

6 2.42 The Parties had numerous discussions and negotiations regarding the claims and
7 defenses in the cases and the data provided for the Class and eventually reached an agreement on
8 settlement. All of the terms of that settlement are contained within this Stipulation of Settlement.
9 At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at
10 arm's length.

11 2.43 Discussions between counsel for the Parties, informal discovery, as well as the
12 respective investigation and evaluation of Plaintiffs' claims by the Parties, have permitted each
13 side to assess the relative merits of the claims and the defenses to those claims. The Parties agree
14 that the above-described investigation and evaluation, as well as informal discovery and the
15 information exchanged during the settlement negotiations, are sufficient to assess the merits of
16 the respective Parties' positions and to compromise the issues on a fair and equitable basis.

17 3. **CONDITIONS PRECEDENT TO STIPULATION TAKING EFFECT**

18 3.1 The Parties enter into this Stipulation and the Settlement on a conditional basis.
19 This Stipulation and Settlement will become final and effective only upon the occurrence of all of
20 the following events:

21 3.1.1 Plaintiff Rodriguez will file an amended notice to the LWDA (attached
22 hereto as Exhibit 2) to add PAGA claims for (1) failure to provide meal periods; (2) failure to
23 provide itemized accurate wage statements; and (3) failure to pay all wages upon termination, in
24 addition to her current PAGA claim for a failure to provide suitable seating;

25 3.1.2 After waiting the statutorily required number of days, Plaintiff Quezada will
26 amend her Complaint (attached hereto as Exhibit 3) to add Plaintiff Rosa Rodriguez as a named
27 Plaintiff, and to include a PAGA claim based on all of the allegations in Plaintiff Rodriguez's
28 amended LWDA letter;

1 3.1.3 Plaintiff Rodriguez will dismiss without prejudice her PAGA Complaint;

2 3.1.4 The Court enters an order granting preliminary approval of the Settlement
3 consistent with the material terms of the Parties Stipulation and Settlement;

4 3.1.5 The Court enters an order granting final approval consistent with the
5 material terms of the Parties Stipulation and Settlement; and

6 3.1.6 The Effective Date occurs, and any challenge to the Settlement, whether by
7 objection or appeal, is resolved in favor of enforcement of the Settlement.

8 3.2 Unless the Court orders otherwise or as agreed to in writing by the Parties, this
9 Stipulation shall be deemed null and void *ab initio* upon the failure of any one of these six (6)
10 conditions to occur.

11 **4. BENEFITS OF THE SETTLEMENT TO THE PARTIES**

12 4.1 Based on their own independent investigations and evaluations, Class Counsel is of
13 the opinion that the Settlement with Defendants for the consideration and terms set forth herein,
14 considering the representative and class claims, and the risk of loss, is fair, reasonable, and adequate
15 in light of all known facts and circumstances, and is in the best interests of the Class. Class Counsel
16 is also of the opinion that the total consideration and payment set forth in this Stipulation of
17 Settlement is adequate in light of the uncertainties surrounding the risk of further litigation, the
18 possibility of losing class certification, that the PAGA claim could be deemed unmanageable, and
19 the defenses that Defendants have asserted and/or could assert as the substantive merit of the claims.

20 4.2 Class Counsel has weighed the monetary benefit under the Settlement to the
21 Settlement Class against the expenses and length of continued proceedings that would be necessary
22 to prosecute the Action against Defendants through class certification, through manageability
23 motions, summary judgment, trial and possible appeals. Class Counsel has also taken into account
24 the uncertain outcome and risk of any litigation, especially in complex actions such as class and
25 representative actions, as well as the difficulties and delay inherent in such litigation. As a result,
26 Class Counsel has determined that the settlement set forth in this Stipulation of Settlement is in the
27 best interests of the Class.

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1 **5. DEFENDANTS' POSITION**

2 5.1 Defendants and the Aramark Releasees specifically and generally deny any and all
3 liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or
4 admissions of liability of any sort, and contend that for any purpose other than Settlement, the
5 Action is not appropriate for class or representative action treatment. Nonetheless, Defendants
6 have concluded that further conduct of the Action would be protracted, distracting and expensive,
7 and that it is desirable that the Action be fully and finally settled in the manner and upon the
8 terms and conditions set forth in this Stipulation. Defendants have also taken into account the
9 uncertainty and risks inherent in any litigation. Defendants have therefore determined that it is
10 desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions
11 set forth in this Stipulation.

12 5.2 Neither this Stipulation of Settlement, nor any document referred to in it, nor any
13 actions taken pursuant to this Stipulation of Settlement, is or should be construed as an admission
14 by Defendants of any fault, wrongdoing, or liability whatsoever. Nor should the Stipulation of
15 Settlement be construed as an admission that Plaintiffs could meet any of the class action
16 requirements or that any PAGA claim would be manageable. There has been no final
17 determination by any court as to the merits of the claims asserted by Plaintiffs against
18 Defendants, as to whether a class action should be certified, or that any PAGA claim is
19 manageable.

20 5.3 Defendants have concluded that it is desirable that the Action be settled in a
21 manner and upon such terms and conditions set forth herein in order to avoid further expense,
22 inconvenience and distraction of further legal proceedings, and the risk of the outcome of the
23 Action. Therefore, Defendants have determined that it is desirable and beneficial to resolve the
24 claims in the Action.

25 **6. OPERi5213**

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1 Court of the Class.

2 6.1.2 If, for any reason, the Court does not approve this Stipulation, fails to enter
3 the Judgment, or if this Stipulation is terminated for any other reason, the Class will be decertified
4 and Defendants shall, and hereby do, retain the right to dispute the appropriateness of class
5 certification.

6 6.2 Maximum Settlement Amount

7 6.2.1 Defendants shall pay a non-reversionary amount not to exceed Five
8 Hundred Thousand United States Dollars and Zero Cents (\$500,000.00) as the Maximum
9 Settlement Amount to resolve the Action on a class and representative basis, subject to section
10 6.2.2. The Maximum Settlement Amount shall be used to pay, as approved by the Court, Class
11 Counsel's attorneys' fees and costs, Service Payments to Plaintiffs, Settlement Administration
12 Costs; and the PAGA Payment to the LWDA and the PAGA Members, and the Individual
13 Settlement Payments to the Settlement Class Members. Notwithstanding the foregoing, in
14 addition to the Maximum Payment Amount, Defendants will pay the employer's portion of
15 payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment
16 allocated as unpaid wages.

17 6.2.2 This Settlement is based on 27,000 workweeks by Settlement Class
18 Members during the Class Period as of March 2022, and if during the Class Period the Settlement
19 Class Members have collectively worked more than 31,050 Eligible Workweeks (i.e., a more than
20 15% increase in the 27,000 workweeks relied upon at mediation), then the Maximum Settlement
21 Amount will be increased in proportion to the Eligible Workweeks over 31,050 in excess of the
22 15% (i.e., if the Eligible Workweeks increase by 16%, then the Maximum Settlement Amount
23 shall increase 1%).

24 6.3 Class Representative Service Payment

25 6.3.1 The Class Representatives' Service Payments, which are in addition to their
26 Individual Settlement Payments from the Settlement Pool and Individual PAGA Payments as
27 PAGA Members will, subject to Court approval, be paid out of the Maximum Settlement Amount
28 and will not exceed \$7,500 for Plaintiff Quezada and \$5,000 for Plaintiff Rodriguez for their

1 services and assistance to the Class. For purposes of tax withholding, the Service Payments will
2 be reported on an IRS Form 1099. Class Representatives shall be solely and legally responsible
3 for paying any and all applicable taxes on their Service Payments and shall indemnify, defend,
4 and hold Aramark Releasees harmless from any claim or liability for taxes, penalties or interest
5 arising as a result of the Service Payments. Any amount of the Class Representatives Service
6 Payments that is not awarded by the Court shall revert to the Settlement Pool.

7 6.4 Attorneys' Fees and Costs

8 6.4.1 Class Counsel shall apply to the Court for an award of reasonable attorneys'
9 fees not to exceed one third of the Maximum Settlement Amount, \$166,666.67, and will seek an
10 award of costs for reimbursement of Class Counsel's out-of-pocket costs incurred up to an
11 additional \$25,000.00, to be paid out of the Maximum Settlement Amount. Defendants will not
12 oppose an application by Class Counsel in accordance with the terms of this Stipulation. The
13 Settlement Administrator shall issue IRS Forms 1099 to Class Counsel for the payments made
14 pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and
15 all applicable taxes on their fees and costs award and shall indemnify, defend, and hold Aramark
16 Releasees harmless from any claim or liability for taxes, penalties or interest arising as a result of
17 any payments received by Class Counsel pursuant to this Agreement. Any amount of Class
18 Counsel's requested fees and costs that is not awarded by the Court shall revert to the Settlement
19 Pool.

20 6.5 Settlement Administrator

21 6.5.1 The Settlement Administration Costs incurred by the Settlement
22 Administrator as a result of the procedures and processes expressly required by this Stipulation
23 shall be paid out of the Maximum Settlement Amount and are estimated not to exceed \$9,000.00.
24 Under no circumstances will Defendants be required to contribute additional funds, above and in
25 addition to the Maximum Settlement Amount, to cover any unexpected Settlement
26 Administration Costs. The Settlement Administration Costs shall include: all costs of
27 administering the Settlement, including all tax document preparation, custodial fees, and
28 accounting fees incurred by the Settlement Administrator; all costs and fees associated with

1 establishing and maintaining a Qualified Settlement Fund (“QSF”); all costs and fees associated
2 with preparing, issuing and mailing the Notice of Class Action Settlement and other
3 correspondence to Class Members; all costs and fees associated with communicating with Class
4 Members, Class Counsel, and Defendants’ Counsel; all costs and fees associated with computing,
5 processing, reviewing, and paying the payments due under this Stipulation, and resolving
6 disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes,
7 making related payment to federal and state tax authorities, and issuing tax forms relating to
8 payments made under the Settlement; all costs and fees associated with preparing any tax returns
9 and any other filings required by any governmental taxing authority or agency; all costs and fees
10 associated with preparing any other notices, reports, or filings to be prepared in the course of
11 administering payments due under this Stipulation; and any other costs and fees incurred and/or
12 charged by the Settlement Administrator in connection with the execution of its duties under this
13 Stipulation. The Settlement Administrator will also maintain a website with the URL
14 QuezadaClassActionSettlement.com or a substantially similar URL, subject to the Parties’
15 approval for 60 days after the Effective Date at which time the site will be taken down, on which
16 the Settlement Administrator will post any orders and the Judgment entered in the Action as well
17 as a copy of the Notice of Class Action Settlement and contact information for Class Counsel and
18 the Settlement Administrator.

19 6.5.2 The actions of the Settlement Administrator shall be governed by the terms
20 of this Stipulation and any Orders from the Court and any agreement by Class Counsel and
21 Defendants’ Counsel regarding communications with the Settlement Administrator. Absent any
22 agreement, Defendants and Defendants’ Counsel may communicate with the Settlement
23 Administrator without notice and/or copies to Class Counsel.

24 6.5.3 In the event that either Defendants’ Counsel or Class Counsel take the
25 position that the Settlement Administrator is not acting in accordance with the terms of the
26 Stipulation, such party shall meet and confer first with opposing counsel and/or, if necessary, with
27 the Settlement Administrator or the Court to attempt to resolve the issue.

28 6.6 Calculation of Individual Settlement Payments

1 6.6.1 Each Settlement Class Member will be entitled to receive an Individual
2 Settlement Payment, which will be paid out of the Settlement Pool. The amount of each
3 Individual Settlement Payment will be calculated on a pro rata basis, based on the Eligible
4 Workweeks each Settlement Class Member worked during the Class Period. There is no need for
5 a Settlement Class Member to submit a claim form in order to be eligible for and to receive an
6 Individual Settlement Payment.

7 6.6.2 To determine each Class Member's estimated "Individual Settlement
8 Payment," the Settlement Administrator will use the following formula: estimated Individual
9 Settlement Payment = individual Eligible Workweeks ÷ all Class Member Eligible Workweeks ×
10 Settlement Pool.

11 6.6.3 The Parties recognize that the Individual Settlement Payments to be paid to
12 Class Members reflect settlement of a dispute over claimed wages, interest, penalties, and other
13 alleged damages.

14 6.6.4 All Individual Settlement Payments to Settlement Class Members shall be
15 allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects
16 compromise of a claim for alleged unpaid wages; 67% of each Individual Settlement Payment
17 reflects compromise of a claim for alleged interest and penalties. The portion of the Individual
18 Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable
19 payroll and income tax withholdings (for the employee portion only), and will be reported on an
20 IRS Form W-2. Settlement Class Members will each indemnify and hold harmless Aramark
21 Releasees for any taxes due or owing by them with respect such payments and/or any penalties
22 and interest owed by Aramark Releasees for the failure to withhold with respect to such
23 payments. The Settlement Administrator shall make appropriate tax withholdings from the
24 portion of each Individual Settlement Payment designated as unpaid wages, and shall pay the
25 employer portion of payroll taxes with funds separate from the Maximum Settlement Payment to
26 be furnished by Defendants. Settlement Class Members will be responsible for paying all other
27 taxes due on their Individual Settlement Payments. Other than as set forth above, the Settlement
28 Administrator will not make any deductions, withholdings, or additional payments, including

1 without limitation, medical or other insurance payments or premiums, employee 401(k)
2 contributions or matching employer contributions, wage garnishments to the extent permitted by
3 law, or charity withholdings, from or with respect to the Individual Settlement Payments, and
4 entry of the Order of Final Approval by the Court shall be deemed authority not to make any such
5 deductions, withholdings, or additional payments.

6 6.7 PAGA Payment

7 6.7.1 A total amount of \$25,000 from the Maximum Settlement Amount will be
8 allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%)
9 of this amount will be the LWDA Payment to paid to the LWDA and the remaining twenty-five
10 (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of
11 the PAGA Payment not approved by the Court shall be added to the Settlement Pool and any
12 additional amount ordered by the Court shall be paid from the Maximum Settlement Amount.

13 6.7.2 The 25% of the PAGA Payment to be distributed to the PAGA Members as
14 Individual PAGA Payments and shall be distributed based on a pro rata share based on the
15 number of Eligible Pay Periods each PAGA Member worked during the PAGA Period.

16 6.7.3 All Individual PAGA Payments shall be allocated as 100% penalties, for
17 which a 1099 will be issued if required. PAGA Members will be responsible for paying all other
18 taxes due on their Individual PAGA Payments. PAGA Members will be responsible for paying
19 all taxes due on their Individual PAGA Payments. The Settlement Administrator will not make
20 any deductions, withholdings, or additional payments, including without limitation, medical or
21 other insurance payments or premiums, employee 401(k) contributions or matching employer
22 contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or
23 with respect to the Individual PAGA Payments.

24 6.8 Circular 230 Disclaimer

25 6.8.1 Each Party to this Stipulation (for purposes of this section, the
26 “acknowledging party” and each Party to this Stipulation other than the acknowledging party, an
27 “other party”) acknowledges and agrees that (1) no provision of this Stipulation, and no written
28 communication or disclosure between or among the Parties or their attorneys and other advisers,

1 is or was intended to be, nor shall any such communication or disclosure constitute or be
2 construed or be relied upon as, tax advice within the meaning of United States Treasury
3 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has
4 relied exclusively upon his, her, or its own, independent legal and tax counsel for advice
5 (including tax advice) in connection with this Agreement, (b) has not entered into this Stipulation
6 based upon the recommendation of any other party or any attorney or advisor to any other party,
7 and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to
8 any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3)
9 no attorney or adviser to any other party has imposed any limitation that protects the
10 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
11 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
12 tax structure of any transaction, including any transaction contemplated by this Stipulation.

13 6.9 No Effect on Employee Benefits

14 6.9.1 Neither the Settlement nor any amounts paid under the Settlement will
15 modify any previously credited hours or service under any employee benefit plan, policy, or
16 bonus program sponsored by Aramark Releasees. Such amounts will not form the basis for
17 additional contributions to, benefits under, or any other monetary entitlement under Defendants'
18 sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this
19 Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary,
20 earnings, wages, or any other form of compensation for the purposes of the Aramark Releasees'
21 benefit plans, policies, or bonus programs. The Aramark Releasees retain the right to modify the
22 language of their benefit plans, policies and bonus programs to effectuate this intent, and to make
23 clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid,"
24 "hours of service," or any similar measuring term as defined by applicable plans, policies and
25 bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
26 additional contributions or benefits are not required by this Stipulation of Settlement.

27 6.10 Releases

28 6.10.1 Class Representative Release. Upon Final Approval and Defendants' full

1 funding of the Maximum Settlement Amount and employer's share of taxes, the Class
2 Representatives shall be deemed to have fully, finally, and forever released the Aramark
3 Releasees from all Class Representatives' Released Claims through the Final Approval Date.
4 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
5 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
6 workers' compensation. The Class Representatives may hereafter discover claims or facts in
7 addition to, or different from, those which they now know or believe to exist, but Class
8 Representatives expressly agree to fully, finally and forever settle and release any and all claims
9 against the Aramark Releasees, known or unknown, suspected or unsuspected, which exist or
10 may exist on behalf of or against the other at the time of execution of this Agreement. The Class
11 Representatives shall be deemed to have expressly waived and relinquished, to the fullest extent
12 permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the
13 Class Representatives' Released Claims pursuant to Section 1542 of the California Civil Code,
14 which provides as follows:

15 *A general release does not extend to claims that the creditor or*
16 *releasing party does not know or suspect to exist in his or her favor*
17 *at the time of executing the release and that, if known by him or*
her, would have materially affected his or her settlement with the
debtor or released party.

18
19 6.10.2 Settlement Class Member Release. Upon Final Approval and Defendants'
20 full funding of the Maximum Settlement Amount and employer's share of taxes, the Settlement
21 Class Members, shall be deemed to have fully, finally, and forever released the Aramark
22 Releasees from the Released Class Claims for the Class Period.

23 6.10.3 PAGA Member Release. Upon Final Approval and Defendants' full
24 funding of the Maximum Settlement Amount and employer's share of taxes, Class
25 Representatives, as representatives of the State of California and on behalf of the LWDA and the
26 PAGA Members, fully and finally release the Aramark Releasees from the Released PAGA
27 Claims for the PAGA Period.
28

1 **7. NOTICE TO CLASS**

2 7.1 Preliminary Approval

3 7.1.1 Class Counsel and Defendants' Counsel shall jointly submit to the Court
4 this Stipulation of Settlement and exhibits thereto for preliminary approval by the Court. Class
5 Counsel will prepare and file the motion for preliminary approval and supporting papers for the
6 Court, subject to Defendants' prior review and approval. The Court's preliminary approval of
7 this Settlement shall be embodied in an order certifying the Class for settlement purposes only,
8 preliminarily approving the Settlement and providing for Notice of Class Action Settlement to be
9 mailed to the Class in materially the same format attached hereto as Exhibit 1, and which will
10 also set the date for the Final Approval Hearing.

11 7.2 Notice

12 7.2.1 No later than fourteen (14) calendar days after the Court issues the order
13 granting preliminary approval, Defendants shall provide to the Settlement Administrator in
14 electronic form, a list of each Class Member, including each person's name, last known address,
15 social security number, and number of Eligible Workweeks and Eligible Pay Periods
16 ("Database"). The Database shall be based on Defendants' personnel, payroll, and/or other
17 business records and provided in a format acceptable to the Settlement Administrator. The
18 Settlement Administrator shall maintain the Database, and all data contained within the Database,
19 as private and confidential and shall not disclose such data to any persons or entities other than
20 counsel for Defendant, unless otherwise required by law. The confidential nature of the Database
21 shall not inhibit Class Counsel's ability to do its fiduciary duty to the Class. For purposes of
22 carrying out the Settlement and resolving issues with the Settlement, Class Counsel will have
23 access to the Database information on Eligible Workweeks and Eligible Pay Periods to the extent
24 necessary to carry out the fiduciary duties necessary of Class Counsel. To the extent the
25 Settlement Administrator receives inquiries from individual Class Members, the Settlement
26 Administrator will apprise the Parties of the fact of the inquiry without disclosing the Class
27 Member's name. The Settlement Administrator will attempt to resolve any such inquiry and may
28 involve the Parties' respective counsel to the extent necessary. In the event that the inquiry

1 cannot be resolved adequately by the Settlement Administrator and, if necessary, the Parties, the
2 Parties shall meet and confer in good faith regarding whether disclosure of the individual Class
3 Member's name to Class Counsel will assist in resolution of the inquiry. If Class Counsel is
4 contacted by a Class Member regarding his/her data, the Settlement Administrator shall identify
5 and disclose that specific Class Member's data upon the request of Class Counsel. The
6 information in the Database is being supplied solely for purposes of the administration of the
7 settlement and cannot be used by the Settlement Administrator for any purpose other than to
8 administer the Settlement. Upon receipt of the Database, the Settlement Administrator shall
9 check with the U.S. Postal Service National Change of Address Database and update any
10 addresses for the Class Members.

11 7.2.2 Within thirty (30) calendar days of the Preliminary Approval Date, the
12 Settlement Administrator will send via United States first class mail the Notice of Class Action
13 Settlement to the Class Members. The Notice of Class Action Settlement shall advise Class
14 Members of their options, which include: submitting an Opt-Out Request to the class settlement;
15 submitting an objection to the Settlement and receiving an Individual Settlement Payment and an
16 Individual PAGA Payment (if applicable); or taking no action and receiving an Individual
17 Settlement Payment and an Individual PAGA Payment (if applicable).

18 7.2.3 If any Notice of Class Action Settlement is returned to the Settlement
19 Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that
20 Class Member's social security number in an effort to attempt to ascertain the current address of
21 the Class Member. If such an address(es) is ascertained, the Settlement Administrator shall re-
22 mail the Notice of Class Action Settlement within three (3) business days. If alternative
23 addresses are obtained for a Class Member, the Settlement Administrator shall send the Notice of
24 Class Action Settlement to up to two (2) alternative addresses. If any Notice of Class Action
25 Settlement is returned to the Settlement Administrator with a forwarding address, the Settlement
26 Administrator will promptly re-mail the Notice of Class Action Settlement to the address within
27 three (3) business days of receipt.

28 7.2.4 Class Members, except for the Class Representatives, will have forty-five

1 (45) calendar days from the date on which the Notice of Class Action Settlement is mailed
2 (“Response Deadline”) within which to opt-out of the class portion of this Settlement; however,
3 exercising this option has no effect on the PAGA portion of this settlement, PAGA Members will
4 be mailed an Individual PAGA Payment and be bound by the release of the Released PAGA
5 Claims regardless of whether they opt out of the class settlement. Class Members who want to
6 opt-out must timely submit a signed and dated written request to be excluded from the class
7 portion of the Settlement to the Settlement Administrator (“Opt-Out Request”). The Opt-Out
8 Request must be postmarked on or before the Response Deadline, include the case name, case
9 number, the Class Member’s name, address, and last four of their social security number, must be
10 signed by the Class Member, and must state in substance that the Class Member wishes to
11 exclude themselves or opt out of the settlement. Class Members who do not timely submit an
12 executed Opt-Out Request shall be deemed a Settlement Class Member and bound by this
13 Settlement including the Released Class Claims. Class Members who timely submit an executed
14 Opt-Out Request will not be bound by the Released Class Claims and will not receive an
15 Individual Settlement Payment. The Notice of Class Action Settlement shall advise Class
16 Members of their ability to opt-out of the class portion of the Settlement and of the consequences
17 thereof, and further inform them that they cannot opt out of the PAGA settlement. Neither the
18 Parties nor any of their counsel will solicit any Class Member to submit an Opt-Out Request.

19 7.2.5 Class Members, except for the Class Representative, may object to the
20 Settlement in person at the Final Approval Hearing and/or in writing. Class Members, except for
21 the Class Representative, will have until the Response Deadline within which to mail a written
22 objection to the Settlement and a notice of intention to appear at the Final Approval Hearing, to
23 the Settlement Administrator. Only Class Members who have not filed an Opt-Out Request may
24 object to the Settlement. The written objection should state the Class Member’s name and
25 address and describe the reason(s) why the Class Member objects to the Settlement and include or
26 attach any documents upon which the objection is based. The Parties and their counsel agree that
27 they will not solicit, encourage, counsel or advise any individual to object to the Settlement.

28 7.2.6 Within seven (7) calendar days after the Response Deadline, the Settlement

1 Administrator shall provide to Class Counsel and Defendants' Counsel a status report setting
2 forth the number of Notices of Class Action Settlement returned as undeliverable, the number of
3 Opt-Out Requests and the number of objections, if any.

4 7.2.7 If five percent (5%) or more of the total number of Class Members submit
5 timely and valid Opt-Out Requests, then Defendants shall have the option, in their sole and
6 exclusive discretion, to void the Settlement. To exercise this option, Defendants must send
7 written notification to Class Counsel within ten (10) calendar days of receiving the report from
8 the Settlement Administrator stating the total number of timely and valid Opt-Out Requests. If
9 Defendants choose to exercise this option, the effect will be precisely the same as if Final
10 Approval did not occur, as discussed herein. In the event Defendants exercise this option,
11 Defendants will be solely responsible for any Settlement Administration Costs incurred to the
12 date of revocation.

13 7.3 Final Approval

14 7.3.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
15 of an "Order of Final Approval" (and associated entry of Judgment): (a) certifying the Class for
16 Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the best
17 interests of the Class Members, (c) approving the PAGA Payment to the LWDA and the PAGA
18 Members; (d) approving Class Counsel's application for an award of attorneys' fees and costs, (e)
19 approving Class Representatives' application for Service Payments, (f) approving the payment of
20 reasonable Settlement Administration Costs, and (g) releasing and barring any further Released
21 Class Claims by Settlement Class Members and Released PAGA Claims by or on behalf of the
22 PAGA Members. The Parties and their respective counsel shall make all reasonable efforts to
23 secure entry of the Order of Final Approval. The proposed Order of Final Approval (and the
24 associated proposed Judgment) shall be filed with the Court with the motion for final approval, or
25 as otherwise directed by the Court.

26 7.3.2 Class Representatives and Class Counsel agree that they shall be responsible
27 for justifying the amount of the Service Payment and attorneys' fees and costs to the Court, and
28 they agree to submit, as appropriate, the necessary materials to justify these payments. If the

1 Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or
2 costs, or less than the amount requested for the Service Payment for the Class Representative,
3 only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of
4 Defendants under this Stipulation.

5 7.3.3 Defendants shall have the sole right to void and withdraw from this
6 Agreement if at any time prior to the Final Approval Date: (a) five percent (5%) or more of all
7 Class Members opt out of the Settlement; or (b) the Settlement is construed in such a fashion that
8 Defendants would be required to pay more than the Maximum Settlement Amount, exclusive of
9 Defendants' share of the employer payroll taxes; or (c) the Court does not certify the settlement
10 class, or does not certify a class releasing all of the Released Class Claims set defined in this
11 Agreement, or does not approve the PAGA settlement, or otherwise makes an order inconsistent
12 with any of the material terms (as determined by Defendants) of this Agreement.

13 7.3.4 If an appeal results in an order materially modifying, setting aside, or
14 vacating any portion of the Stipulation, with the exception of any modification of the amount of
15 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Service Payments paid
16 to the Class Representatives, each party adversely impacted by the order shall have the absolute
17 right, at its sole discretion, to treat such order as an event preventing Final Approval. To exercise
18 this right, the party must inform the other party and the Settlement Administrator, in writing, of
19 the exercise of this right, within ten (10) calendar days of receiving notice of any order
20 modifying, setting aside, or vacating any portion of the Stipulation. Before either Party elects to
21 exercise its right to treat such order as an event permanently preventing Final Approval, that Party
22 must meet and confer in good faith with the other Party to determine if an agreement can be
23 reached modifying this Settlement to the mutual satisfaction of the Parties.

24 7.3.5 If the Final Approval or Final Judgment does not occur, or if this Stipulation
25 is terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to
26 have reverted to their respective status as of the date and time immediately prior to the execution
27 of this Stipulation. In such an event, if the Stipulation is not approved by the Court substantially
28 in the form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,

1 cancelled, declared void, or fails to become effective in accordance with its terms, or if the
2 Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this
3 Stipulation (except for those provisions relating to non-admission, denial of liability set forth
4 herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and
5 void, its terms and provisions shall have no further force and effect and shall not be used in this
6 Action or in any other proceeding for any purpose, and any Judgment or order entered by the
7 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.
8 Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or
9 reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs
10 to be paid by Defendants to Class Counsel, or reducing the amount of any Service Payment paid
11 to the Class Representative, shall constitute grounds for cancellation or termination of the
12 Stipulation, or grounds for limiting any other provision of the Judgment.

13 7.4 Funding and Distribution of the Settlement Proceeds

14 7.4.1 Within fifteen (15) calendar days after the Effective Date, Defendants shall
15 pay the Maximum Settlement Amount and an amount to pay the employer's share of payroll
16 taxes, into the Qualified Settlement Fund set up, held, and controlled by the Settlement
17 Administrator.

18 7.4.2 Within thirty (30) calendar days of the Effective Date, the Settlement
19 Administrator shall issue Individual Settlement Payments to Settlement Class Members and the
20 Individual PAGA Payments to the PAGA Members.

21 7.4.3 After one hundred eighty (180) calendar days of issuance, funds from
22 undeposited Individual Settlement Payment and Individual PAGA Payment checks will be held
23 by the Settlement Administrator; if the Class Member or PAGA Member to whom the
24 undeposited check is issued does not contact Class Counsel or the Settlement Administrator
25 concerning his or her settlement payment check(s) within one-hundred eighty (180) calendar days
26 of issuance, the Stipulation of Settlement, including its release, will be binding on that Settlement
27 Class Member or PAGA Member, and the amount of that uncashed settlement payment shall be
28 transmitted to the State of California, to be held and disposed of by the Controller in accordance

1 with California's Unclaimed Property Law for the benefit of those Settlement Class Members and
2 PAGA Employees who did not cash their checks until such time that they claim their property.
3 The Parties agree that this disposition results in no "unpaid residue" under California Civil
4 Procedure Code § 384, as the entire Settlement Pool will be paid out to Settlement Class
5 Members, whether or not they all cash their Individual Settlement Payments.

6 7.4.4 Within thirty (30) calendar days of the Effective Date, the Settlement
7 Administrator shall issue the LWDA Payment to the LWDA.

8 7.4.5 Within thirty (30) calendar days of the Effective Date, the Settlement
9 Administrator shall pay the Court-approved attorneys' fees and costs to Class Counsel. Class
10 Counsel shall provide to the Settlement Administrator, the pertinent taxpayer identification
11 number and IRS Form W-9 within ten (10) calendar days after the Final Approval Date.

12 7.4.6 Within thirty (30) calendar days of the Effective Date, the Settlement
13 Administrator shall send a check by mail for the Court-approved Service Payments to the Class
14 Representatives or Class Counsel.

15 8. MISCELLANEOUS PROVISIONS

16 8.1 Neither the acceptance nor the performance by Defendants of the terms of this
17 Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be,
18 construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations
19 in the Complaint, the representative character of the Action, the validity of any of the claims that
20 were or could have been asserted by Plaintiffs, Class Members and/or PAGA Members in the
21 Action, or of any liability or guilt of Defendants in the Action. Nothing in this Stipulation shall
22 be construed to be or deemed an admission by Defendants of any liability, culpability, negligence,
23 or wrongdoing toward Plaintiffs, the Class Members, or any other person, and Defendants
24 specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the
25 Class Members, and any other person. Each of the Parties has entered into this Stipulation with
26 the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
27 and contingencies.

28 8.2 The Parties agree to cooperate fully with one another to accomplish and implement

1 the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of
2 such other documents and the taking of such other action as may reasonably be necessary to
3 fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable
4 efforts, including all efforts contemplated by this Settlement and any other efforts that may
5 become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
6 forth herein.

7 8.3 Unless otherwise specifically provided herein, all notices, demands, or other
8 communications given hereunder shall be in writing and shall be deemed to have been duly given
9 as of the third business day after mailing by United States certified mail, return receipt requested,
10 addressed as follows:

11 To the Class Counsel:

12 Joseph Lavi
13 Vincent C. Granberry
14 LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

15 To Defendant:

16 Eric Meckley
17 Sarah Zenewicz
18 Karen Cho
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
19 San Francisco, California 94105-1126

20 8.4 The Parties hereto agree that the terms and conditions of this Stipulation of
21 Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and
22 that this Stipulation shall not be construed in favor of or against any party by reason of the extent
23 to which any party or its counsel participated in the drafting of this Stipulation.

24 8.5 Plaintiffs, Class Counsel and all attorneys associated with Class Counsel agree that
25 they will not issue any press releases, initiate any contact with the press, provide any information
26 to the press, or otherwise publicize or cause to be publicized this case, this settlement, or the facts
27 leading up to the case or settlement, and represent that they have not done so prior to signing this
28 Agreement. As an absolute condition of this Agreement, Class Counsel will not post anything

1 relating to this matter on any website or other form of social media. Any communication about
2 the Settlement to Class Members other than Plaintiffs prior to the Court-approved mailing will be
3 limited to a statement that a settlement has been reached and the details will be communicated in
4 a forthcoming Court-approved Notice of Class Action Settlement.

5 8.6 The Class Representatives, by signing this Stipulation, are bound by the terms
6 herein and further agree not to request to be excluded from the Settlement and not to object to any
7 terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and
8 of no force or effect. Defendants, Class Counsel, and the Class Representatives waive their rights
9 to file an appeal, writ, or any challenge whatsoever to the terms of this Stipulation, except either
10 Party may appeal in the event an objector's objection is upheld by the trial court.

11 8.7 Neither Class Counsel nor any other attorneys acting for, or purporting to act for,
12 the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees,
13 costs, or disbursements from the Defendants or the Aramark Releasees except as expressly
14 provided herein.

15 8.8 This Stipulation may not be changed, altered, or modified, except in writing signed
16 by the Parties hereto and approved by the Court. This Stipulation may not be discharged except
17 by performance in accordance with its terms or by a writing used by the Parties hereto.

18 8.9 This Stipulation shall be binding upon and inure to the benefit of the Parties hereto
19 and their respective heirs, trustees, executors, administrators, successors, and assigns.

20 8.10 The Parties agree that it is impossible or impractical to have each Class Member
21 sign this Stipulation. It is agreed therefore, that for purposes of seeking approval of the Class
22 Settlement, this Stipulation of Settlement may be executed on behalf of the proposed Class by
23 Class Counsel and the Class Representative.

24 8.11 This Stipulation shall become effective upon its execution by all of the
25 undersigned. The Parties may execute this Stipulation in counterparts, and execution of
26 counterparts shall have the same force and effect as if all Parties had signed the same instrument.

27 8.12 The Court shall retain jurisdiction with respect to the implementation and
28 enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the

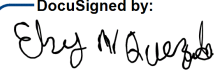
Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.
Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

8.13 Paragraph titles or captions contained in the Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation, or any provision thereof.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

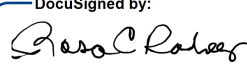
AGREED AND UNDERSTOOD.

DATED: December 14, 2022, 2022

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ELSY QUEZADA

DATED: December 14, 2022, 2022

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ROSA RODRIGUEZ

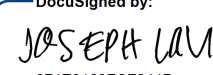
DATED: _____, 2022

ARAMARK CLEANROOM SERVICES, LLC;
ARAMARK UNIFORM AND CAREER
APPAREL, LLC

By: Steven Friedman
Vice President, Employment Practices

APPROVED AS TO FORM

Dated: December 14, 2022

DocuSigned by:

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Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian, LLP
Counsel for Plaintiffs

1 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

2 Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

3 8.13 Paragraph titles or captions contained in the Stipulation are inserted as a matter of
4 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
5 Stipulation, or any provision thereof.

6 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
7 their duly authorized attorneys, as of the day and year herein set forth.

8 **AGREED AND UNDERSTOOD.**

9
10 DATED: _____, 2022

ELSY QUEZADA

11
12 DATED: _____, 2022

ROSA RODRIGUEZ

13
14 DATED: 14 December
15 _____, 2022

ARAMARK CLEANROOM SERVICES, LLC;
ARAMARK UNIFORM AND CAREER
APPAREL, LLC

16
17 
18 By: Steven Friedman
Vice President, Employment Practices

19
20 **APPROVED AS TO FORM**

21 Dated: _____

22 _____
23 Joseph Lavi
24 Vincent Granberry
25 Lavi & Ebrahimian, LLP
26 Counsel for Plaintiffs
27
28

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Dated: _____



Eric Meckley
Sarah Zenewicz
Karen Cho
Morgan, Lewis & Bockius LLP
Counsel for Defendants

Exhibit 1

Elsy Quezada, et al. v. Aramark Cleanroom Services, LLC, et al.
Los Angeles Superior Court Case No. 20STCV02962

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

To: All persons employed by Aramark Cleanroom Services, LLC and Aramark Uniform and Career Apparel, LLC (“Aramark”) in the State of California who worked as non-exempt employees at Aramark’s Los Angeles Cleanroom location, located in Los Angeles, California at any time from January 24, 2016, through July 20, 2022 (the “Class”).

CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (opt out) of the class portion of the settlement. If you exclude yourself from the class settlement, you will not receive any payment from the Settlement Pool (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Aramark about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and be bound by it.
OBJECT	Write to the Court if you think the settlement is not fair.
GO TO A HEARING	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **ARAMARK WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. **Why did I get this notice?**

You received this notice because Aramark's records identify you as someone who worked as a non-exempt employee at Aramark's Los Angeles Cleanroom facility, located in Los Angeles, California at some time from January 25, 2016, through July 20, 2022, making you a "Class Member" during the "Class Period." The settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). You may also be a "PAGA Member" if you worked as a non-exempt employee at Aramark's Los Angeles Cleanroom facility, located in Los Angeles, California at some time from January 25, 2019, through July 20, 2022 (the "PAGA Period").

The purpose of this notice is to explain the lawsuit, the pending 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 Superior Court of the State of California, County of Los Angeles, and the case is known as *Elsy Quezada, et al. v. Aramark Cleanroom Services, LLC, et al.*, Case No. 20STCV02962 ("Action" or "Lawsuit"). There was a hearing on [REDACTED], 2022 in Los Angeles Superior Court. The Honorable Lawrence J. Riff preliminarily approved the Settlement Class and directed that you receive this notice. The Court will hold a Final Approval hearing concerning the proposed settlement on [REDACTED], 2023 at [REDACTED], in Department 7 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice.

2. **What is this Class and PAGA Lawsuit about?**

Plaintiff Elsy Quezada filed her putative class action complaint against Aramark on January 24, 2020, alleging claims against Aramark for failure to pay meal break premiums in violation of California Labor Code §§ 226.7 and 512, failure to pay earned wages under California Labor Code §§ 201, 202, 203, and 204, failure to provide accurate wage statements in violation of California Labor Code §§ 226, 226.2, and 226.3, and unlawful and/or unfair business practices under California Business & Professions Code § 17200, *et seq.*, based on the same alleged Labor Code violations.

Plaintiff Rosa Rodriguez filed a representative action complaint against Aramark on August 27, 2020, alleging a single cause of action for civil penalties under PAGA for failure to provide suitable seating (the "PAGA Action").

On [REDACTED], Plaintiffs filed a consolidated amended complaint in the Action, alleging claims for failure to pay meal break premiums in violation of California Labor Code §§ 226.7 and 512, failure to pay earned wages under California Labor Code §§ 201, 202, 203, and 204, failure to provide accurate wage statements in violation of California Labor Code §§ 226, 226.2, and 226.3, unlawful and/or unfair business practices under California Business & Professions Code § 17200, *et seq.*, based on the same alleged Labor Code violations, and penalties under PAGA, California Labor Code §§ 2698, *et seq.*, based upon alleged Labor Code violations described above and for an alleged failure to provide suitable seating.

Aramark denies all allegations in the Lawsuit and contends that it has fully complied with the California Labor Code. The settlement is not an admission of any wrongdoing by Aramark or an indication that any law was violated or that this case was suitable for class or representative treatment. On April 20, 2022, through arms-length negotiations at a mediation with an experienced wage and hour mediator, the Hon. Lisa Hart Cole, the Parties reached a class and PAGA settlement subject to Court approval.

3. **Why is there a settlement?**

The Court has not decided in favor of Plaintiffs Elsy Quezada or Rosa Rodriguez, or in favor of Aramark or made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit.

4. **Who are the Parties in this Lawsuit?**

Plaintiffs Elsy Quezada and Rosa Rodriguez were employed by Aramark Uniform and Career Apparel, LLC as hourly employees at its Los Angeles Cleanroom facility, located in Los Angeles, California.

Defendants are Aramark Cleanroom Services, LLC, and Aramark Uniform and Career Apparel, LLC.

5. **Who are the Attorneys for the Parties?**

Counsel for Plaintiffs and the Class

LAVI & EBRAHIMIAN, LLP
Joseph Lavi
Vincent C. Granberry
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

Counsel for Aramark

MORGAN, LEWIS & BOCKIUS LLP
Eric Meckley
Sarah Zenewicz
One Market, Spear Street Tower
San Francisco, CA 94105-1596
Telephone: (415) 442-1000

THE TERMS OF THE SETTLEMENT

6. **What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$500,000.00 (referred to as the “Maximum Settlement Amount”). From the Maximum Settlement Amount, Class Counsel will apply to the Court for attorneys’ fees of \$166,666.67 and \$25,000.00 in costs; a Class Representative service payment of \$7,500.00 to Ms. Elsy Quezada and \$5,000.00 to Ms. Rosa Rodriguez for their work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Lawsuit); a \$25,000 payment to the California Labor Workforce Development Agency (“LWDA”) and to the PAGA Members as settlement for claims for civil penalties under PAGA (the “PAGA Payment”); and settlement administration expenses to \$9,000.00. The exact amount of the attorneys’ fees, litigation costs, class representative service payments, and settlement administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Maximum Settlement Amount, the “Settlement Pool,” is currently estimated to be approximately \$[REDACTED]. The Settlement Pool will be apportioned and paid out as Individual Settlement Payments to the Settlement Class Members, who are the Class Members who do not request to be excluded (“opt out”) of the settlement.

7. **How will the Individual Settlement Payments to Settlement Class Members be calculated?**

Settlement Class Members will receive Individual Settlement Payments from the Settlement Pool. **A claim form is not required.** Class Members who opt out of the class settlement will not receive an Individual Settlement Payment and will not be bound by the class portion of this Settlement.

Each Settlement Class Member’s Individual Settlement Payment will be a pro rata share of the Settlement Pool based on the number of workweeks that each Class Member worked for Aramark during the Class Period

(January 24, 2016, through July 20, 2022) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Settlement Class Members.

All Individual Settlement Payments to Settlement Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of a claim for alleged unpaid wages; 67% of each Individual Settlement Payment reflects compromise of a claim for alleged interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings, and will be reported on an IRS Form W-2. Settlement Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest and penalties if required by law. Settlement Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is . Based on that, your anticipated approximate Individual Settlement Payment is .

8. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$25,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$18,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Payment, or \$6,250.00, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member’s Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Aramark during the PAGA Period (January 24, 2019, through July 20, 2022) (“Eligible Pay Periods”) as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is _____. Based on that, your anticipated approximate Individual PAGA Payment is _____.

HOW TO GET A PAYMENT

9. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) approximately 30 days after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail or phone at _____ if you need to update contact information.

10. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2023. *[45 days within mailing of Notice]* You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods. The Settlement Administrator will resolve any dispute regarding these issues based on Aramark's records and any information you provide.

11. When can I expect to receive a settlement check?

Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Members approximately 30 days after the Court grants final approval of the Settlement.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

12. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement and unless you exclude yourself, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Aramark concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims: Upon Final Approval, the Settlement Class Members, shall be deemed to have fully, finally, and forever released the Aramark Cleanroom Services, LLC, Aramark Uniform and Career Apparel, LLC, and all affiliated parties and entities (including past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, and past and present directors, officers, employees, partners, shareholders, agents, members and representatives) ("Aramark Releasees"), from all claims, rights, demands, liabilities, and causes of action asserted in the Operative Complaint, all claims that could have been reasonably asserted in the Action based on the facts alleged in the Operative Complaint and ascertained in the course of the Action, including causes of action 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; (d) all claims for the alleged violation of California Business & Professions Code sections 17200, *et seq.*, based upon the alleged failure to provide complaint meal breaks, failure to provide accurate and itemized wage statements, failure to timely pay wages, and/or failure to provide suitable seating; (e) all claims for penalties or monetary relief based upon the claims described above pursuant to Labor Code §558; and (f) all claims for interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting that are based on or related to the alleged Labor Code and Business & Professions Code violations referenced in sub-sections (a) through (d) above, that accrued or accrue through the Class Period (the "Released Class Claims").

13. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, then Plaintiffs, as representatives of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Aramark Releasees from 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 (the “Released PAGA Claims”).

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

14. How do I opt out of the class settlement?

If you wish to pursue your own separate lawsuit against Aramark for the claims asserted in the Lawsuit, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the class portion Settlement). However, you cannot opt out of the PAGA portion of the settlement. Class Members who opt out of this Settlement and who are also PAGA Members will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance the following or similar language:

“I want to opt out of the class action settlement in the lawsuit entitled *Elsy Quezada, et al. v. Aramark Cleanroom Services, LLC, et al.*, Case No. 20STCV02962 filed in the Superior Court of California, County of Los Angeles.”

The opt out request letter must include the case name, case number, your full name, current address, and last four digits of your social security number, must be signed by you, and must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before , 2012. [45 days within mailing of Notice] Opt out requests postmarked after the deadline will be invalid.

Elsy Quezada, et al. v. Aramark Cleanroom Services, LLC, et al.
Settlement Administrator
c/o _____
P. O. Box _____
_____, _____

15. If I don’t exclude myself from the class settlement, can I sue Aramark for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Aramark Releasees for the claims being released by this Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against Aramark or any of the Aramark Releasees, you should speak to your lawyer in that case immediately. You may need to exclude yourself from this Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2023, at the following address:

Elsy Quezada, et al. v. Aramark Cleanroom Services, LLC, et al.
Settlement Administrator
c/o _____
P. O. Box _____
_____, _____

The written objection should state your name, address and describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval hearing in Department 7 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012 on [REDACTED] 2023, at ____ p.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representatives' service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

19. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 5 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Simpluris, by calling toll free 1-800_____, or you can write to *Elsy Quezada, et al. v. Aramark Cleanroom Services, LLC, et al.*, Class Action Settlement Administrator at [address].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ARAMARK'S MANAGERS, SUPERVISORS, OR ATTORNEYS FOR MORE INFORMATION.

DB2/ 43164912.3

Exhibit 2

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

July 22, 2022

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

Aramark Cleanroom Services, LLC
c/o The Corporation Company, Agent for Service of Process
555 Capitol Mall, Ste 1000
Sacramento, CA 95814
Certified Mail Number: 7021 0950 0000 9981 3800

Aramark Uniform & Career Apparel, LLC
c/o CT Corporation System, Agent for Service of Process
28 Liberty St.
New York, NY 10005
Certified Mail Number: 7021 0950 0000 9981 3817

From: Rosa Rodriguez, on behalf of herself and other current and former aggrieved California-based hourly non-exempt employees of Aramark Cleanroom Services, LLC and Aramark Uniform & Career Apparel, LLC
c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Melissa A. Huether, Esq.
LAVI & EBRAHIMIAN, LLP
8889 West Olympic Boulevard, Suite 200
Beverly Hills, California 90211

Dear Madam/Sir:

I am writing this letter to the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699 and 2699.3 (“PAGA”). The purpose of this letter is to inquire whether the LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by her former employers.

Specifically, my firm has been retained by aggrieved employee Ms. Rosa Rodriguez (“Employee”) concerning a representative PAGA action against her employers, Aramark Cleanroom Services, LLC and Aramark Uniform & Career Apparel, LLC (“Employers”). Employee is currently employed by Employer as an hourly non-exempt employee. Employers are a commercial uniform laundry service provider who operate throughout the state of California. Employer’s contact information may be found above. The following is the summary of Employee’s allegations against Employers:

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

1. Failure to Provide Suitable Seats

First, employee maintains, during the one-year period preceding this letter, that Employers failed to provide her and other current and former aggrieved California-based hourly non-exempt employees with suitable seats as required by Industrial Welfare Commission (“IWC”) Wage Order No. 6, codified at California Code of Regulations title 8, sections 11060 and California Labor Code section 1198. Specifically, California Labor Code section 1198 provides that the standard conditions of labor fixed by the commission [IWC] shall be the standard conditions of labor for employees in the state of California. Pursuant to Wage Order No. 6, Employers are employers of Employee and other current and former aggrieved California-based hourly non-exempt employees who performed duties that reasonably permitted the use of seats within the meaning of the applicable Wage Order No. 6 and applicable California Labor Code sections. Section 14(A) of Wage Orders 6 provides, “All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” Section 14(b) of Wage Order 6 further provides, “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

In this case, Employee maintains that Employers failed to comply with the requirements of Section 14(A) of Wage Order 6 by failing to provide suitable seating to her and other current and former California-based hourly non-exempt employees who performed duties that reasonably permitted the use of seats despite that the nature of their work reasonably permitted the use of seats. Employee further maintains that Employers failed to comply with the requirements of Section 14(B) of Wage Order 6 by failing to provide suitable seating to her and other current and former California-based hourly non-exempt employees when they were not engaged in the active duties of their employment and the nature of the work required standing, Employers failed to provide an adequate number of suitable seats placed in reasonable proximity to the work area and further failed to permit Employee and other current and former California-based hourly non-exempt employees to use such seats when it did not interfere with the performance of their duties.

Based on these violations, Employee will seek civil penalties pursuant to Labor Code section 2699(a) for herself and other California-based hourly non-exempt employees who worked for Employers and who performed other duties that reasonably permitted the use of seats and/or who performed duties that required standing, but were not provided suitable seats within a reasonable proximity of their work areas for Employers' violation of Wage Order 6, Sections 14(A) and (B) and California Labor Code section 1198, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

2. Failure to Provide Meal Breaks Or Pay Meal Break Premiums

Employee maintains that Employers employed hourly employees, including the Employees and all others similarly-situated, for shifts longer than 10 hours in length.

California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct.(Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods.

If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each work day that a legally required meal period was not timely provided or was not duty-free. *Id.*

Employee and other California-based hourly non-exempt employees who worked for Employers would work on workdays in shifts long enough to entitle them to both first and second meal periods under California law. Despite the fact that California law requires employers to authorize or permit a first meal period prior to their sixth hour of work when they worked shifts more than five hours in length and a second off duty unpaid 30 minute meal period for when they worked shifts over 10 hours in length, Employers routinely failed to authorize or permit first meal periods prior to employees' sixth hour of work and failed to authorize or permit second meal periods altogether when employees worked shifts of more than 10 hours.

In addition, Employers failed to pay premium wages to Employee and other California-based hourly non-exempt employees who worked for Employers to compensate them for each workday the employees did not receive all legally required duty-free meal periods. Employers employed policies and procedures which ensured employees did not receive any premium wages to compensate them for the workdays in which they did not receive all legally required meal

periods.

This practice resulted in Employee and all other California-based hourly non-exempt employees not receiving premium wages to compensate them for workdays which Employers did not provide them with either first or second duty free meal periods, or both, in compliance with California law. Based on these violations, Employee will seek civil penalties pursuant to Labor Code section 2699(a) for herself and other California-based hourly non-exempt employees who worked for Employers and who did not receive compliant meal periods and/or did not receive meal break premium pay.

3. **Wage Statement Violations**

California Labor Code section 226(a) provides (inter alia) that, upon paying an employee his or her wages, the employer must “furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employers failed to provide accurate wage and hour statements to Employee and other current and former California-based hourly non-exempt employees by failing to include meal period premium wages for missed first and second meal periods. Based on these violations, Employee will seek civil penalties pursuant to Labor Code section 2699(a) for herself and other California-based hourly non-exempt employees who worked for Employers and who did not receive compliant wage statements.

4. **Failure to Pay California Employees All Wages Due at Time of Termination/Resignation**

An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code § 201) or within 72 hours of resignation (Cal. Lab. Code § 202). An employer who fails to pay all unpaid wages in accordance with the requirements of Labor Code sections 201 and 203 is required to pay waiting time penalties for each day that wages remain unpaid, up to thirty days of wages. (Cal. Lab. Code § 203).

Because Employers failed to pay Employee and other current and former California-based hourly non-exempt employees all their earned wages (including meal period premium wages)

Employers failed to pay those Employee and other current and former California-based hourly non-exempt employees timely after each employee's termination and/or resignation and failed to pay any waiting time penalties. Based on these violations, Employee will seek civil penalties pursuant to Labor Code section 2699(a) for herself and other California-based hourly non-exempt employees who worked for Employers and who did not receive all wages due to them at the end of their employment or waiting time penalties.

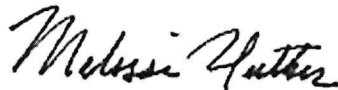
5. **Civil Penalties Associated with Employers' Other Potential Violations of the Labor Code**

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("Huff"), as an aggrieved employee, Employee has standing to, and intends to, on behalf of the LWDA, pursue civil penalties against Employers for any and all other violations Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the California Labor Code under the PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of the LWDA for unrelated Labor Code violations by Employers.

CONCLUSION

My client intends to file a representative action pursuant PAGA concerning her claims as warranted by Employers' violations of California Labor Code sections 201, 202, 203, 226, 226.2, 226.3, 226.7, 512, 1198 and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether the LWDA wishes to investigate my client's allegations for any civil penalties associated with the Employer's alleged violations of the Labor Code. Thank you for your assistance and cooperation in his matter. Please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, appearing to read "Melissa Huether".

Melissa A. Huether, Esq.

Exhibit 3

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Attorneys for PLAINTIFF 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 – CENTRAL DISTRICT

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

PLAINTIFF,

vs.

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

DEFENDANTS.

Case No.: 20STCV02962

CLASS AND PAGA ACTION

**PLAINTIFFS' AMENDED
COMPLAINT FOR DAMAGES AND
RESTITUTION AND FOR:**

- 1. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 2. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
- 3. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 4. UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.**
- 5. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, ET SEQ.**

1 COMES NOW Plaintiff ELSY QUEZADA and ROSA RODRIGUEZ ; s
2 allege and complain against Defendants ARAMARK CLEANROOM SERVICES, LLC,
3 ARAMARK UNIFORM AND CAREER APPAREL, LLC and DOES 1 to 100, inclusive,
4 ;

5 **I. INTRODUCTION**

6 1. This is a class and representative action lawsuit seeking unpaid meal period
7 premium wages and interest thereon due to Defendants' failure to authorize or permit all legally
8 required and legally compliant meal periods; statutory penalties for failure to provide accurate wage
9 statements; waiting time penalties in the form of continuation wages for failure to timely pay
10 employees all wages due upon separation of employment; penalties pursuant to Private Attorneys
11 General Act of 2004, Labor Code section 2698, *et seq.* ;
12 violations of the Labor Code including based on Defen ;
13 injunctive relief and other equitable relief; reasonable attorney's fees pursuant to California Labor
14 Code sections 226(e), 1194 and 2699(g)(1); costs; and interest brought on behalf of Plaintiff and
15 others similarly situated.

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over Plaintiffs and the Class Members' claims for meal
18 period premium wages, statutory penalties for failure to provide accurate wage statements, waiting
19 time penalties, claims for restitution under Business & Professions Code section 17200 *et seq.*, and
20 PAGA penalties for the following reasons: Plaintiffs lawsuit seeks permanent injunction and
21 damages for themselves and the class in excess of \$25,000; more than two-thirds of the putative
22 class members are California residents; Defendants employed Plaintiffs and Class Members
23 throughout California including in Los Angeles County at 115 N 1ST Street, Burbank, CA 91502.

24 **III. PARTIES**

25 3. Plaintiffs brings this action on behalf of themselves and other members of the
26 general public similarly-situated, all other current and former aggrieved California-based hourly
27 non-exempt employees of Defendants, and the State of California pursuant to PAGA. The named
28 Plaintiffs and the class of persons on whose behalf this action is filed are current, former and/or

1 future employees of Defendants who work as hourly non-exempt employees. At all times
2 mentioned herein, the currently named Plaintiffs are and were residents of California and were
3 employed by Defendants within the four years prior to the filing of the Complaint.

4 4. Defendants employed Plaintiff Elsy Quezada as an hourly non-exempt employee
5 since in or around November 17, 1993 and Plaintiff Rosa Rodriguez since in or around 1985.
6 Plaintiffs are informed, believe, and on that basis alleges that Defendants employed Plaintiffs and
7 other hourly employees throughout the State of California and therefore its conduct forms a
8 significant basis of the claims asserted in this matter.

9 5. Plaintiffs are informed and believes and thereon alleges that Defendants
10 ARAMARK CLEANROOM SERVICES, LLC and DOES 1 - 33 are authorized to do business
11 within the State of California and are doing business in the State of California and/or that
12 Defendants DOES I - 33 are, and at all times relevant hereto were persons acting on behalf of
13 ARAMARK CLEANROOM SERVICES, LLC in the establishment of, or ratification of, the
14 aforementioned illegal wage and hour practices or policies. Defendants ARAMARK
15 CLEANROOM SERVICES, LLC and DOES 1 - 33 operate in Los Angeles County and employed
16 Plaintiff and other putative class members in Los Angeles County at its business located at 115 N
17 1st Street, Burbank, CA 91502.

18 6. Plaintiff is informed and believes and thereon alleges that Defendants ARAMARK
19 UNIFORM AND CAREER APPAREL, LLC and DOES 34 - 66 are authorized to do business
20 within the State of California and are doing business in the State of California and/or that
21 Defendants DOES 34 - 66 are, and at all times relevant hereto were persons acting on behalf of
22 ARAMARK UNIFORM AND CAREER APPAREL, LLC in the establishment of, or ratification
23 of, the aforementioned illegal wage and hour practices or policies. Defendants ARAMARK
24 UNIFORM AND CAREER APPAREL, LLC and DOES 34 - 66 operate in Los Angeles County
25 and employed Plaintiff and other putative class members in Los Angeles County at its business
26 located at 115 N 1ST Street, Burbank, CA 91502.

27 7. Plaintiffs are informed and believes and thereon alleges that Defendants DOES 67 -
28 100 are individuals unknown to Plaintiffs. Each of the individual Defendants is sued individually

1 in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor,
2 independent contractor and/or employee of each Defendant and participated in the establishment
3 of, or ratification of, the aforementioned illegal wage and hour practices or policies.

4 8. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.
5 Plaintiffs sue said Defendants by said fictitious names, and will amend this complaint when the
6 true names and capacities are ascertained or when such facts pertaining to liability are ascertained,
7 or as permitted by law or by the Court. Plaintiffs are informed and believes that each of the
8 fictitiously named Defendants is in some manner responsible for the events and allegations set forth
9 in this complaint.

10 9. Plaintiffs are informed, believe, and thereon allege that at all relevant times, each
11 DOE Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
12 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
13 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
14 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
15 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
16 complaint. Plaintiffs are further informed and believes and thereon alleges that each DOE
17 Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all
18 relevant times, each DOE Defendant knew or should have known about, authorized, ratified,
19 adopted, approved, controlled, aided and abetted the conduct of all other defendants. As used in
20
21 named in the particular cause of action in which the word appears and includes ARAMARK
22 CLEANROOM SERVICES, LLC; ARAMARK UNIFORM AND CAREER APPAREL, LLC;
23 and DOES 1 to 100, inclusive.

24 10. At all times mentioned herein, each DOE Defendant was the co-conspirator, agent,
25 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
26 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
27 permission and consent of each of the other Defendants.

28 11. Plaintiffs makes the allegations in this complaint without any admission that, as to

any particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and Plaintiffs reserve all of Plaintiff rights to plead in the alternative.

IV. DESCRIPTION OF ILLEGAL PAY PRACTICES

12. Pursuant to the appl ;
;
or were employers of Plaintiffs within the meaning of the applicable Wage Order and applicable California Labor Code sections. Therefore, each of these Defendants is liable for the wrongs complained of herein in violation of the Wage Order and the California Labor Code

13. **Failure to pay hourly employees wages to compensate them for workdays**
Defendants failed to provide required meal periods: Defendants often employed hourly employees, including the named Plaintiff and all others similarly-situated, for shifts longer than 10 hours in length.

14. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct.(Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employee

itted when:
(1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods.

15. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each work day that a legally required meal period was not timely provided or was not duty-free. *Id.*

16. Plaintiff and similarly situated employees would work on workdays in shifts long enough to entitle them to both first and second meal periods under California law. Despite the fact

1 that California law requires employers to authorize or permit a first meal period prior to their sixth
2 hour of work when they worked shifts more than five hours in length and a second off duty unpaid
3 30 minute meal period for when they worked shifts over 10 hours in length, Defendants routinely
4 failed to authorize or permit first meal periods prior to employees' sixth hour of work and failed to
5 authorize or permit second meal periods altogether when employees worked shifts of more than 10
6 hours.

7 17. In addition, Defendants failed to pay premium wages to Plaintiff and similarly
8 situated employees to compensate them for each workday the employees did not receive all legally
9 required duty-free meal periods. Defendants employed policies and procedures which ensured
10 employees did not receive any premium wages to compensate them for the workdays in which they
11 did not receive all legally required meal periods.

12 18. This practice resulted in Plaintiff and all other similarly situated employees not
13 receiving premium wages to compensate them for workdays which Defendants did not provide
14 them with either first or second duty free meal periods, or both, in compliance with California law.

15 19. **Pay Stub Violations:** California Labor Code section 226(a) provides (inter alia)
16
17 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
18 if wages are paid by personal check or cash, an accurate itemized statement in writing showing
19 (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision
20 (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
21 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
22 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
23 of the period for which the employee is paid, (7) the name of the employee and only the last four
24 digits of his or her social security number or an employee identification number other than a social
25 security number, (8) the name and address of the legal entity that is the employer and, if the
26 employer is a farm labor contractor...and (9) all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate by the employ

28 20. Defendants failed to provide accurate wage and hour statements to Plaintiff and

1 those similarly situated by failing to include meal period premium wages for missed first and
2 second meal periods.

3 21. **Failure to Pay California Employees All Wages Due at Time of**
4 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
5 employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code §
6 201) or within 72 hours of resignation (Cal. Lab. Code § 202).

7 22. Because Defendants failed to pay Plaintiffs those similarly situated all their earned
8 wages (including meal period premium wages) Defendants failed to pay those employees timely
9 after each employee's termination and/or resignation.

10 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

11 23. Plaintiffs brings this action on behalf of themselves, on behalf of all others similarly
12 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

13 A. **Meal Period Class:** All current and former hourly non-exempt employees
14 employed by Defendants in California at any time in the last four years and through the date notice
15 is mailed to a certified class who worked shifts over five hours.

16 B. **Wage Statement Class:** All current and former hourly non-exempt
17 employees employed by Defendants in California at any time within the one year prior to the filing
18 of the initial complaint in this action and through the date notice is mailed to a certified class who
19 received incomplete or inaccurate wage statements.

20 C. **Waiting Time Class:** All current and former hourly non-exempt employees
21 employed by Defendants in California at any time within the three years prior to the filing of the
22 initial Complaint in this action and through the date notice is mailed to a certified class who did not
23 receive payment of all unpaid wages upon separation of employment within the statutory time
24 period.

25 D. **California Class:**

26
27 24. There is a well-defined community of interest in the litigation and the classes are
28 ascertainable:

1 A. **Numerosity:** While the exact number of class members in each class is
2 unknown to plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
3 of all members is impractical under the circumstances of this case.

4 B. **Common Questions Predominate:** Common questions of law and fact
5 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
6 individual members of each class. The common questions of law and fact include, but are not
7 limited to:

8 i. Whether Defendants violated California Labor Code sections 512
9 and 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members
10 without providing all their required meal periods or paying meal period premium wages;

11 ii. Whether Defendants failed to provide the Wage Statement Class
12 Members with complete and accurate itemized statements at the time they received their itemized
13 statements;

14 iii. Whether Defendants failed to provide the Waiting Time Class with
15 all of their wages as well as their last wages within the statutory time period;

16 iv. Whether Defendants committed unlawful business acts or practice
17 within the meaning of Business and Professions Code section 17200 *et seq.*;

18 v. Whether Class Members are entitled to unpaid wages, penalties and
19 other relief pursuant to their claims;

20 vi. Whether, as a consequence of Defendant's unlawful conduct, the
21 Class Members are entitled to restitution, and/or equitable relief; and

22 vii. Whether Defendant's affirmative defenses, if any, raise any common
23 issues of law or fact as to Plaintiffs and as to the Class Members as a whole.

24 D. **Typicality:** Plaintiffs claims are typical of the claims of the class members
25 in each of the classes. Plaintiff and the members of the Meal Period Class sustained damages arising
26 out of Defendants' failure to provide employees all legally required meal periods and failure to pay
27 meal period premium wages as compensation. Plaintiffs and the members of the Wage Statement
28 Class sustained damages arising out of Defendants' failure to furnish them with complete and

1 accurate itemized wage statements in compliance with California Labor Code section 226.
2 Plaintiffs and the members of the Waiting Time Class sustained damages arising out of Defendants'
3 failure to provide all unpaid yet earned wages and/or final paycheck for last pay period worked due
4 upon separation of employment.

5 E. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect
6 the interests of the members of each class. Plaintiffs have no interest that is adverse to the interests
7 of the other class members.

8 F. **Superiority:** A class action is superior to other available means for the fair
9 and efficient adjudication of this controversy. Because individual joinder of all members of each
10 class is impractical, class action treatment will permit a large number of similarly situated persons
11 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
12 unnecessary duplication of effort and expense that numerous individual actions would engender.
13 The expenses and burdens of individual litigation would make it difficult or impossible for
14 individual members of each class to redress the wrongs done to them, while important public
15 interests will be served by addressing the matter as a class action. The cost to and burden on the
16 court system of adjudication of individualized litigation would be substantial, and substantially
17 more than the costs and burdens of a class action. Individualized litigation would also present the
18 potential for inconsistent or contradictory judgments.

19 G. **Public Policy Consideration:** Employers throughout the state violate wage
20 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
21 indirect retaliation. Former employees fear bringing actions because they perceive their former
22 employers can blacklist them in their future endeavors with negative references and by other means.
23 Class actions provide the class members who are not named in the complaint with a type of
24 anonymity that allows for vindication of their rights.

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I. FIRST CAUSE OF ACTION
FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF
CALIFORNIA LABOR CODE SECTIONS 512 AND 226.7 AND THE WAGE ORDER
(As Against all Defendants and DOE Defendants by the Meal Period Class)

25. Plaintiffs hereby incorporate by reference paragraphs 1-19 above, as if fully set herein by reference.

26. At all times relevant to this Complaint, Plaintiff sand the members of the Meal Period Class were hourly non-exempt employees of Defendants, covered by California Labor Code sections 512 and 226.7 and the Wage Order.

27. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the employee's sixth hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order §11; *Brinker Rest. Corp. v. Super CL(Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second such meal period of not less than 30 minutes by no later than the start of the eleventh hour of work. Id. If the employee is not relieved of a

: (1) the nature of

the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods.

28. Plaintiffs and similarly situated employees worked in shifts long enough to entitle them to both first and second meal periods under California law. Defendants failed to authorize or permit employees a full 30-minute meal period for each five-hour period of work as required by law.

29. Plaintiffs and similarly situated employees also would work on workdays in shifts long enough to entitle them to second meal periods under California law. Defendants employed a policy and procedure that did not provide at all for a second 30-minute meal period when the employees worked shifts of more than ten hours.

1 30. Defendants routinely failed to authorize or permit first meal periods prior to
2 employees' sixth hour of work and failed to authorize or permit second meal periods altogether
3 when employees worked shifts of more than 10 hours.

4 31. Defendants also failed to provide premium wages to Plaintiffs and similarly situated
5 employees to compensate them for workdays they did not receive, or timely receive, their legally
6 required duty-free meal periods. Defendants employed policies and procedures which ensured
7 employees did not receive premium wages to compensate them for workdays that they did not
8 receive a timely first period, a first meal period, or a second full meal period, or both. This practice
9 resulted in Plaintiffs and all other similarly situated employees not receiving premium wages to
10 compensate them for workdays which Defendants failed to authorize or permit all required meal
11 periods, in compliance with California law.

12 32. Defendants' policies and procedures prevented Plaintiff and other Meal Period Class
13 Members from timely receiving and/or receiving all legally required meal periods or Defendants
14 from providing such meal periods to Plaintiffs and other Meal Period Class Members during
15 workdays the employees worked more than five hours and/or more than ten hours in one shift.

16 33. Defendants' unlawful conduct alleged herein occurred in the course of employment
17 of Plaintiff and all others similarly situated and such conduct has continued through the filing of
18 this Complaint.

19 34. Because Defendants failed to provide proper meal periods, they are liable to Plaintiff
20 and the Meal Period Class Members for one hour of additional pay at the regular rate of
21 compensation for each workday that the proper meal period was not provided, pursuant to
22 California Labor Code section 226.7 and the Wage Order.

23 35. Plaintiffs, on behalf of themselves and the Meal Period Class, seeks damages and
24 all other relief allowable, including a meal period premium wage for each workday Defendants
25 failed to provide all required 30-minute duty-free meal periods, plus pre judgment interest.
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**FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN
VIOLATION OF LABOR CODE SECTION 226**

36. Plaintiffs hereby incorporate by reference paragraphs 1-35 above, as if fully set herein by reference.

38. Pursuant to California Labor Code section 226, subdivision (a), Plaintiffs and the members of the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

39. Defendants' illegal wage practices, including but not limited to Defendants' failure to pay meal period premium wages resulted in Defendants providing Plaintiff and Wage Statement Class members with inaccurate itemized wage statements in violation of California Labor Code section 226.

41. Defendants' failure to provide Plaintiffs and Wage Statement Class members with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and members of the Wage Statement Class with accurate wage statements but intentionally

1 provided wage statements that Defendants knew were not accurate. Defendants knowingly and
2 intentionally put in place practices which deprived employees of wages and resulted in Defendants'
3 knowing and intentional providing of inaccurate wage statements.

4 42. As a result of Defendants' unlawful conduct, Plaintiffs and members of the Wage
5 Statement Class have suffered injury. The absence of accurate information on their wage statements
6 has prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
7 mathematical computations to determine the amount of wages owed, and will cause difficulty and
8 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
9 submission of inaccurate information about wages and amounts deducted from wages to state and
10 federal government agencies. As a result, Plaintiffs and Wage Statement Class members are
11 required to participate in this lawsuit and create more difficulty and expense for Plaintiffs and Wage
12 Statement Class members from having to reconstruct time and pay records than if Defendants had
13 complied with their legal obligations.

14 43. Pursuant to California Labor Code section 226(e), Plaintiffs and Wage Statement
15 Class members are entitled to recover fifty dollars per employee for the initial pay period in which
16 a Section 226 violation occurred and one hundred dollars per employee per violation for each
17 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

18 44. Pursuant to California Labor Code Section 226(g), Plaintiffs and Wage Statement
19 Class members are entitled to bring an action for injunctive relief to ensure Defendants' compliance
20 with California Labor Code section 226(a). Injunctive relief is warranted because Defendants
21 continue to provide currently employed Wage Statement Class members with inaccurate wage
22 statements in violation of California Labor Code section 226(a) and currently employed Wage
23 Statement Class members have no adequate legal remedy for the continuing injuries that will be
24 suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy
25 available for ensuring Defendants' compliance with California Labor Code section 226(a).

26 45. Pursuant to California Labor Code sections 226(e) and 226(g), Plaintiffs and Wage
27 Statement Class members are entitled to recover the full amount of penalties due under Section
28 226(e), reasonable attorney fees, and costs of suit.

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III. THIRD CAUSE OF ACTION

**FAILURE TO TIMELY PAY ALL EARNED WAGES DUE AT TIME OF SEPARATION
OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203
(As Against All Defendants and DOE Defendants by the Waiting Time Class)**

46. Plaintiffs hereby incorporate by reference paragraphs 1-45 above, as if fully set herein by reference.

47. At all relevant times, the members of the Waiting Time Class were employees of Defendants covered by Labor Code Sections 201 or 202.

48. Pursuant to Labor Code Sections 201 or 202, the members of the Waiting Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

49. Defendants failed to pay the members of the Waiting Time Class all wages earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly employees upon separation of employment wages for all unpaid wages and/or not paying them final wages timely upon separation of employment.

50. Defendants' failure to pay members of the Waiting Time Class all wages earned prior to termination timely in accordance with Labor Code Sections 201 or 202 was willful. Defendants had the ability to pay all wages earned by hourly non-exempt employees prior to termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code Sections 201 or 202. Defendants practices including failure to pay meal period premium wages. When Defendants failed to pay hourly workers timely upon termination all wages earned prior to termination, Defendants knew

1 what they were doing and intended to do what they did.

2 51. Pursuant to Labor Code Section 201 or 202, members of the Waiting Time Class
3 members are entitled to all wages earned prior to termination that Defendants did not pay them.

4 52. Pursuant to Labor Code Section 203, Waiting Time Class members are entitled to
5 continuation of their wages, from the day their earned and unpaid wages were due upon termination
6 until paid, up to a maximum of 30 days.

7 53. As a result of Defendants' conduct, members of the Waiting Time Class have
8 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
9 earned prior to termination.

10 54. As a result of Defendants conduct, members of the 203 Class have suffered damages
11 in an amount, subject to proof, to the extent they were not paid all continuation wages owed under
12 Labor Code Section 203.

13 55. Pursuant to Labor Code Sections members of the Waiting Time Class are entitled to
14 recover the full amount of their unpaid wages, continuation wages under Section 203, and interest
15 thereon.

16 **IV. FOURTH CAUSE OF ACTION**
17 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS**
18 **CODE SECTION 17200, *et seq.***

19 **(Against All Defendants and Doe Defendants by the California Class)**

20 56. Plaintiffs hereby incorporate by reference paragraphs 1-55 above, as if fully set
21 herein by reference.

22 57. The unlawful conduct of Defendants alleged herein constitutes unfair competition
23 within the meaning of California Business and Professions Code Section 17200. This unfair
24 conduct includes Defendants' use of policies and procedures which resulted in failure to provide all
25 required meal periods or pay meal period premium wages. Due to their unfair and unlawful business
26 practices in violation of the California Labor Code, Defendants have gained a competitive
27 advantage over other comparable companies doing business in the State of California that comply
28 with their obligations to provide meal periods or pay meal period premium wages, provide

employees with complete and accurate wage statements, and pay all wages due and owing upon the separation of employees' employment.

58. As a result of Defendants' unfair competition as alleged herein, Plaintiff and members of the Meal Period Class and Waiting Time Class have suffered injury in fact and lost money or property, as described in more detail above.

59. Pursuant to California Business and Professions Code Section 17203, Plaintiff and members of the Meal Period Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with it, from engaging in each of the unlawful practices, policies and patterns set forth herein.

VI. FOURTH CAUSE OF ACTION
CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTION 2698, *et seq.*

(Against All Defendants by Plaintiff Rodriguez and the Aggrieved Employees)

60. Plaintiffs hereby incorporate by reference paragraphs 1-59 above, as if fully set herein by reference.

61. Pursuant to the applicable Industrial Welfare Commiss ;
; ere
employers of Plaintiff Rodriguez within the meaning of the applicable Wage Order and Labor Code sections. Therefore, each of the Defendants is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and Labor Code.

62. During the one (1) year preceding the filing of the original PAGA Claim Notice with the LWDA sent by Plaintiff Rodriguez on June 15, 2020, Defendants violated Labor Code section 1198. Specifically, Defendants committed the following violations of the Labor Code:

63. **Failure to provide suitable seats:** Labor Code section 1198 provides that the standard conditions of labor fixed by the IWC shall be the standard conditions of labor for employees in California. ;

1 shall be provided with suitable seats when the nature of the work reasonably permits the use of
2 Section I4(B)

3 the active duties of their employment and the nature of the work requires standing, an adequate
4 number of suitable seats shall be placed in reasonable proximity to the work area and employees

5
6 64. During the one (1) year preceding the filing of the original PAGA Claim Notice with
7 the LWDA sent by Plaintiff Rodriguez on June 15, 2020, Defendants did not comply with the
8 requirements of section 14(A) of Wage Order 6. Plaintiff Rodriguez is informed and believes, and
9 thereon alleges, that when the nature of the work of Plaintiffs and other current and former
10 aggrieved California-based hourly non-exempt employees reasonably permitted the use of seats,
11 Defendants failed to provide Plaintiffs and other current and former aggrieved California-based
12 hourly non-exempt employees with suitable seats for use during their employment.

13 65. Further, during the one (1) year preceding the filing of the original PAGA Claim
14 Notice with the LWDA sent by Plaintiff Rodriguez on June 15, 2020, Defendants did not comply
15 with the requirements of section 14(B) of Wage Order 6. Plaintiff Rodriguez is informed and
16 believes, and thereon alleges, that when she and other current and former aggrieved California-
17 based hourly non-exempt employees were not engaged in the active duties of their employment and
18 the nature of the work required standing, Defendants failed to place an adequate number of suitable
19 seats in reasonable proximity to the work area and further failed to permit Plaintiffs and other
20 current and former aggrieved California-based hourly non-exempt employees to use such seats
21 when it did not interfere with the performance of their duties.

22 66.
23 Section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

24 67. **Failure to pay hourly employees wages to compensate them for workdays**
25 **Defendants failed to provide required meal periods:** Defendants often employed hourly non-
26 exempt employees, including Plaintiff Rodriguez and all others similarly-situated, for shifts longer
27 than 10 hours in length.

28 68. California law requires an employer to authorize or permit an employee an

1 uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties
2 and the employer relinquishes control over the employee's activities prior to the employee's sixth
3 hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 9-2001, 11; *Brinker Rest. Corp. v. Super*
4 *Ct.(Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work
5 period of more than 10 hours per day without providing the employee with a second such meal
6 period of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employee

7
8
9 (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties
10 have a written agreement agreeing to on duty meal periods.

11 69. If an employer fails to provide an employee a meal period in accordance with the
12 law, the employer must pay the employee one hour of pay at the employee's regular rate of pay for
13 each work day that a legally required meal period was not timely provided or was not duty-free. *Id.*

14 70. Plaintiff Rodriguez and other aggrieved employees would work on workdays in
15 shifts long enough to entitle them to both first and second meal periods under California law.
16 Despite the fact that California law requires employers to authorize or permit a first meal period
17 prior to their sixth hour of work when they worked shifts more than five hours in length and a
18 second off duty unpaid 30 minute meal period for when they worked shifts over 10 hours in length,
19 Defendants routinely failed to authorize or permit first 30-minute duty-free meal periods prior to
20 employees' sixth hour of work and failed to authorize or permit 30-minute duty-free second meal
21 periods when employees worked shifts of more than 10 hours.

22 71. In addition, Defendants failed to pay premium wages to Plaintiff Rodriguez and
23 other aggrieved employees to compensate them for each workday the employees did not receive all
24 legally required duty-free meal periods. Defendants employed policies and procedures which
25 ensured employees did not receive any premium wages to compensate them for the workdays in
26 which they did not receive all legally required meal periods.

27 72. This practice resulted in Plaintiff Rodriguez and all other aggrieved employees not
28 receiving premium wages to compensate them for workdays which Defendants did not provide

1 them with either first or second duty free meal periods, or both, in compliance with California law.

2 73. **Pay Stub Violations:** California Labor Code section 226(a) provides (inter alia)
3
4 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
5 if wages are paid by personal check or cash, an accurate itemized statement in writing showing
6 (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision
7 (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
8 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
9 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
10 of the period for which the employee is paid, (7) the name of the employee and only the last four
11 digits of his or her social security number or an employee identification number other than a social
12 security number, (8) the name and address of the legal entity that is the employer and, if the
13 employer is a farm labor contractor...and (9) all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours

15 74. Defendants failed to provide accurate wage and hour statements to Plaintiff
16 Rodriguez and other aggrieved employees including by failing to include accurate gross and net
17 wages earned and applicable pay rates for meal period premiums owed because Defendants failed
18 to provide first and second meal periods.

19 75. **Failure to Pay California Employees All Wages Due at Time of**
20 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
21 employee's employment ends. The wages are due immediately upon termination (Cal. Lab. Code §
22 201) or within 72 hours of resignation (Cal. Lab. Code § 202). Defendants failed to pay all wages
23 due to Plaintiff and those similarly situated at the time of termination in compliance with Labor
24 Code sections 201 and 202, and failed to pay waiting time penalties to terminated employees (Cal.
25 Lab. Code § 203).

26 76. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
27 employee, on behalf of oneself and all other current or former employees, to bring a civil action to
28 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code

1 section 2699.3.

2 77. Plaintiffs have complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. On June 15, 2020, Plaintiff Rodriguez filed notice with LWDA and provided
4 notice to Defendants by certified mail which provided notice of the specific provision of the Labor
5 Code alleged to have been violated, including the facts and theories to support the violations
6 alleged. On July 21, 2022, Plaintiff Rodriguez filed an amended notice with LWDA and provided
7 notice to Defendants by certified mail which provided notice of the specific provision of the Labor
8 Code alleged to have been violated, including the facts and theories to support the violations
9 alleged. A true and correct copy of Plaintiff notice to LWDA and to
10 Defendants is attached hereto as **Exhibit 1**.

11 78. Pursuant to Labor Code section 2699.3, LWDA must give written notice by certified
12 mail to the parties that it intends to investigate the alleged violations of the Labor Code within
13 sixty- ; notice and/or
14 the employer may attempt to cure for certain violations. The LWDA failed to provide the parties
15 notice within sixty-five (65) days of the date of Plaintiff Rodrigue amended notice that it
16 intended to investigate Plaintiff s claims and/or Defendants failed to cure any of the alleged
17 violations which could have been cured.

18 79. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff Rodriguez seeks civil
19 s 201, 202, 203, 226, 226.2, 226.3, 226.7,
20 512, 1198, for the one (1) year preceding the filing of the PAGA Claim Notice with the LWDA, in
21 the following amounts:

22 a. For violations of Labor Code sections 201, 202, 203, 226, 226.2, 226.3,
23 226.7, 512, 1198: one hundred dollars (\$100) for each employee per pay period for the initial
24 violation and two hundred dollars (\$200) for each employee per pay period for each subsequent
25 violation, as established by Labor Code section 2699(0(2);

26 80. Pursuant to Labor Code section 2699(g), Plaintiff Rodriguez is entitled to an award
27
28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFFS, ON THEIR BEHALF AND ON BEHALF OF THOSE**
3 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

4 **ON ALL CAUSES OF ACTION:**

5 1. That the Court determine that this action may be maintained as a class action (for
6 the entire California Class and/or any and all of the specified sub-classes) pursuant to California
7 Code of Civil Procedure section 382 and any other applicable law;

8 2. That the named Plaintiffs be designated as class representatives for the California
9 Class (and all sub-classes thereof);

10 3. A declaratory judgment that the practices complained herein are unlawful; and,

11 4. An injunction against Defendants enjoining it, and any and all persons acting in
12 concert with it, from engaging in each of the unlawful practices, policies and patterns set forth
13 herein.

14 **ON THE FIRST CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the meal period provisions of the
16 California Labor Code and the Wage Order as to Plaintiff and the Meal Period Class;

17 2. For damages, according to proof, including unpaid premium wages;

18 3. For any and all legally applicable penalties;

19 4. For pre-judgment interest, including but not limited to that recoverable under
20 California Labor Code section 218.6, and post-judgment interest; and

21 5. For such and other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **ON THE SECOND CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the provisions of the California Labor
25 Code regarding accurate itemized paystubs as to the Wage Statement Class;

26 2. For damages and/or penalties, according to proof, including damages and/or
27 statutory penalties under California Labor Code section 226(e) and any other legally applicable
28 damages or penalties;

- 1 3. For pre judgment interest and post-judgment interest;
- 2 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
- 3 under California Labor Code section 226(e); and,
- 4 5. For such and other further relief, in law and/or equity, as the Court deems just or
- 5 appropriate.

6 **ON THE THIRD CAUSE OF ACTION:**

- 7 1. That Defendants be found to have violated the provisions of the California Labor
- 8 Code regarding payment of all unpaid wages due upon resignation or termination as to the Waiting
- 9 Time Class;
- 10 2. For damages and/or penalties, according to proof, including damages and/or
- 11 statutory penalties under California Labor Code section 203 and any other legally applicable
- 12 damages or penalties;
- 13 3. For pre-judgment interest, including under California Labor Code section 218.6, and
- 14 post-judgment interest; and,
- 15 4. For such and other further relief, in law and/or equity, as the Court deems just or
- 16 appropriate.

17 **ON THE FOURTH CAUSE OF ACTION:**

- 18 1. That Defendants be found to have violated California Business and Professions
- 19 Code section 17200, et seq., for the conduct alleged herein as to all Classes;
- 20 2. A declaratory judgment that the practices complained herein are unlawful;
- 21 3. An injunction against Defendants enjoining it, and any and all persons acting in
- 22 concert with it, from engaging in each of the unlawful practices, policies and patterns set forth
- 23 herein;
- 24 4. For restitution to the full extent permitted by law.

25 **ON THE FIFTH CAUSE OF ACTION:**

- 26 1. That Defendants be found to have violated the provisions of the Labor Code and
- 27 applicable IWC Wage Order as to Plaintiff Rodriguez and all other current and former aggrieved
- 28 California-based hourly non-exempt employees;

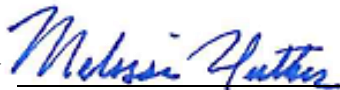
1 2. For any and all legally applicable penalties during the relevant statute of limitations
2 subject to any permissible tolling, including but not limited to, those recoverable under Labor Code
3 sections 2699(a) and (f), and 201, 202, 203, 226, 226.2, 226.3, 226.7, 512, 1198;

4 3.
5 under Labor Code section 2699(g); and

6 5. For such and other further relief, in law and/or equity, as the Court deem just or
7 appropriate.

8
9 Dated: December 14, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

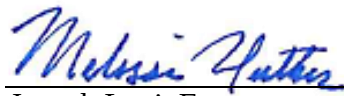
10
11 By 
12 Joseph Lavi, Esq.
13 Vincent C. Granberry, Esq.
14 Melissa A. Huether, Esq.
15 Attorneys for PLAINTIFFS
16 ELSY QUEZADA and ROSA
17 RODRIGUEZ
18 and Other Class Members

19
20 **DEMAND FOR JURY TRIAL**

21 PLAINTIFFS ELSY QUEZADA and ROSA RODRIGUEZ demand a trial by jury for
22 herself and the California Class on all claims so triable.

23 Dated: December 14, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24 By 
25 Joseph Lavi, Esq.
26 Vincent C. Granberry, Esq.
27 Melissa A. Huether, Esq.
28 Attorneys for PLAINTIFFS
ELSY QUEZADA and ROSA
RODRIGUEZ
and Other Class Members