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ARAMARK CLEANROOM SERVICES, LLC;
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APPAREL, LLC

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

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 Defendants.
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Case No. 20STCV02962

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

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

Complaint Filed: January 24, 2020

1 This Amended Stipulation of Settlement (“Stipulation” or “Settlement”) is made and
2 entered into, as of the date set forth below, between Plaintiffs Elsy Quezada and Rosa Rodriguez,
3 as individuals and as representatives of the proposed Class described herein and as representatives
4 of the State of California (collectively, “Plaintiffs”), and Defendants Aramark Cleanroom
5 Services, LLC and Aramark Uniform & Career Apparel, LLC (collectively, “Defendants”) who
6 are parties to the 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 2.23 "Operative Complaint" means the amended complaint, attached hereto as
3 **Exhibit 3.**

4 2.24 "PAGA Action" means the action entitled *Rosa Rodriguez, on behalf of herself*
5 *and all other current and former aggrieved California-based hourly non-exempt employees v.*
6 *Aramark Uniform and Career Apparel, LLC, et al.*, Los Angeles Superior Court Case No.
7 20STCV31847.

8 2.25 "PAGA Members" means all current and former non-exempt employees of
9 Defendants who worked at Defendants' Los Angeles Cleanroom, located in Los Angeles,
10 California at any time during the PAGA Period.

11 2.26 "PAGA Payment" means the payment in settlement of all claims for PAGA
12 penalties, 75% of which will be distributed as the LWDA Payment to the LWDA and 25% of
13 which will be distributed as Individual PAGA Payments to the PAGA Members.

14 2.27 "PAGA Period" means all means the period from June 15, 2019, through July 20,
15 2022.

16 2.28 "Parties" means Defendants and Plaintiffs collectively.

17 2.29 "Preliminary Approval Date" means the date the Court enters the Order approving
18 the Stipulation of Settlement, and the exhibits thereto, and providing for notice to the Class, an
19 opportunity to opt out of the Settlement Class, an opportunity to submit timely objections to the
20 settlement, and setting the Final Approval Hearing.

21 2.30 "Released Class Claims" shall mean all claims, rights, demands, liabilities, and
22 causes of action asserted in the Operative Complaint, all claims that could have been reasonably
23 asserted in the Action based on the facts alleged in the Operative Complaint and ascertained in
24 the course of the Action, including causes of action for (a) unpaid meal period premiums under
25 Labor Code sections §§ 226.7 and 512 and the applicable California Industrial Welfare
26 Commission Wage Order; (b) failure to timely pay wages under Labor Code sections §§ 201, 202,
27 and 203; (c) failure to maintain and provide accurate itemized wage statements under Labor Code
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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;

3.1.3 Plaintiff Rodriguez will dismiss without prejudice her PAGA Complaint;

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

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

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

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

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

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

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

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. OPERATIVE TERMS OF SETTLEMENT**

26 The Parties agree as follows:

27 6.1 Conditional Class Certification

28 6.1.1 The Parties stipulate, for settlement purposes only, to the certification by the

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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.

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1 6.6 Calculation of Individual Settlement Payments

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

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

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

15 6.6.4 All Individual Settlement Payments to Settlement Class Members shall be
16 allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects
17 compromise of a claim for alleged unpaid wages; 67% of each Individual Settlement Payment
18 reflects compromise of a claim for alleged interest and penalties. The portion of the Individual
19 Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable
20 payroll and income tax withholdings (for the employee portion only), and will be reported on an
21 IRS Form W-2. Settlement Class Members will each indemnify and hold harmless Aramark
22 Releasees for any taxes due or owing by them with respect such payments and/or any penalties
23 and interest owed by Aramark Releasees for the failure to withhold with respect to such
24 payments. The Settlement Administrator shall make appropriate tax withholdings from the
25 portion of each Individual Settlement Payment designated as unpaid wages, and shall pay the
26 employer portion of payroll taxes with funds separate from the Maximum Settlement Payment to
27 be furnished by Defendants. Settlement Class Members will be responsible for paying all other
28 taxes due on their Individual Settlement Payments. Other than as set forth above, the Settlement

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

7 6.7 PAGA Payment

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

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

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

25 6.8 Circular 230 Disclaimer

26 6.8.1 Each Party to this Stipulation (for purposes of this section, the
27 “acknowledging party” and each Party to this Stipulation other than the acknowledging party, an
28 “other party”) acknowledges and agrees that (1) no provision of this Stipulation, and no written

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

14 6.9 No Effect on Employee Benefits

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

28 ///

1 6.10 Releases

2 6.10.1 Class Representative Release. Upon Final Approval and Defendants' full
3 funding of the Maximum Settlement Amount and employer's share of taxes, the Class
4 Representatives shall be deemed to have fully, finally, and forever released the Aramark
5 Releasees from all Class Representatives' Released Claims through the Final Approval Date.
6 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
7 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
8 workers' compensation. The Class Representatives may hereafter discover claims or facts in
9 addition to, or different from, those which they now know or believe to exist, but Class
10 Representatives expressly agree to fully, finally and forever settle and release any and all claims
11 against the Aramark Releasees, known or unknown, suspected or unsuspected, which exist or
12 may exist on behalf of or against the other at the time of execution of this Agreement. The Class
13 Representatives shall be deemed to have expressly waived and relinquished, to the fullest extent
14 permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the
15 Class Representatives' Released Claims pursuant to Section 1542 of the California Civil Code,
16 which provides as follows:

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

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

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

1 Claims for the PAGA Period.

2 **7. NOTICE TO CLASS**

3 **7.1 Preliminary Approval**

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

12 **7.2 Notice**

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

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

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

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

1 7.2.4 Class Members, except for the Class Representatives, will have forty-five
2 (45) calendar days from the date on which the Notice of Class Action Settlement is mailed within
3 which to opt-out of the class portion of this Settlement, except that the Response Deadline will be
4 extended an additional fifteen (15) calendar days beyond the forty-five (45) days otherwise
5 provided in the Notice of Class Action Settlement for all Class Members whose Notice is re-
6 mailed and the Notice will inform the Class Member of the extended deadline for the recipients of
7 re-mailed Notices (the "Response Deadline"). Exercising this option has no effect on the PAGA
8 portion of this settlement, PAGA Members will be mailed an Individual PAGA Payment and be
9 bound by the release of the Released PAGA Claims regardless of whether they opt out of the
10 class settlement. Class Members who want to opt-out must timely submit a signed and dated
11 written request to be excluded from the class portion of the Settlement to the Settlement
12 Administrator ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the
13 Response Deadline, include the case name, case number, the Class Member's name, address, and
14 last four of their social security number, must be signed by the Class Member, and must state in
15 substance that the Class Member wishes to exclude themselves or opt out of the settlement. Class
16 Members who do not timely submit an executed Opt-Out Request shall be deemed a Settlement
17 Class Member and bound by this Settlement including the Released Class Claims. Class
18 Members who timely submit an executed Opt-Out Request will not be bound by the Released
19 Class Claims and will not receive an Individual Settlement Payment. The Notice of Class Action
20 Settlement shall advise Class Members of their ability to opt-out of the class portion of the
21 Settlement and of the consequences thereof, and further inform them that they cannot opt out of
22 the PAGA settlement. Neither the Parties nor any of their counsel will solicit any Class Member
23 to submit an Opt-Out Request.

24 7.2.5 Class Members, except for the Class Representative, may object to the
25 Settlement in person at the Final Approval Hearing and/or in writing. Class Members, except for
26 the Class Representative, will have until the Response Deadline within which to mail a written
27 objection to the Settlement and a notice of intention to appear at the Final Approval Hearing, to
28 the Settlement Administrator. Only Class Members who have not filed an Opt-Out Request may

1 object to the Settlement. The written objection should state the Class Member's name and
2 address and describe the reason(s) why the Class Member objects to the Settlement and include or
3 attach any documents upon which the objection is based. The Parties and their counsel agree that
4 they will not solicit, encourage, counsel or advise any individual to object to the Settlement.

5 7.2.6 Class Members and PAGA Members may dispute their Eligible Workweeks
6 and Eligible Pay Periods if they believe they worked for more Eligible Workweeks or Eligible
7 Pay Periods in the Class Settlement Period or PAGA Settlement Period than stated on their Notice
8 of Class Action Settlement. Class Members and PAGA Members may do this by submitting
9 information to the Settlement Administrator in writing no later than the Response Deadline. The
10 Settlement Administrator will jointly work with Class Counsel and Defendants' Counsel to
11 resolve the dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or
12 Eligible Pay Periods to be credited to that Participating Class Member or PAGA Member, the
13 Court shall make the final decision based on the information presented by the individual and the
14 Parties.

15 7.2.7 Within seven (7) calendar days after the Response Deadline, the Settlement
16 Administrator shall provide to Class Counsel and Defendants' Counsel a status report setting
17 forth the number of Notices of Class Action Settlement returned as undeliverable, the number of
18 Opt-Out Requests and the number of objections, if any.

19 7.2.8 If five percent (5%) or more of the total number of Class Members submit
20 timely and valid Opt-Out Requests, then Defendants shall have the option, in their sole and
21 exclusive discretion, to void the Settlement. To exercise this option, Defendants must send
22 written notification to Class Counsel within ten (10) calendar days of receiving the report from
23 the Settlement Administrator stating the total number of timely and valid Opt-Out Requests. If
24 Defendants choose to exercise this option, the effect will be precisely the same as if Final
25 Approval did not occur, as discussed herein. In the event Defendants exercise this option,
26 Defendants will be solely responsible for any Settlement Administration Costs incurred to the
27 date of revocation.

28 ///

1 7.3 Final Approval

2 7.3.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
3 of an "Order of Final Approval" (and associated entry of Judgment): (a) certifying the Class for
4 Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the best
5 interests of the Class Members, (c) approving the PAGA Payment to the LWDA and the PAGA
6 Members; (d) approving Class Counsel's application for an award of attorneys' fees and costs, (e)
7 approving Class Representatives' application for Service Payments, (f) approving the payment of
8 reasonable Settlement Administration Costs, and (g) releasing and barring any further Released
9 Class Claims by Settlement Class Members and Released PAGA Claims by or on behalf of the
10 PAGA Members. The Parties and their respective counsel shall make all reasonable efforts to
11 secure entry of the Order of Final Approval. The proposed Order of Final Approval (and the
12 associated proposed Judgment) shall be filed with the Court with the motion for final approval, or
13 as otherwise directed by the Court.

14 7.3.2 Class Representatives and Class Counsel agree that they shall be responsible
15 for justifying the amount of the Service Payment and attorneys' fees and costs to the Court, and
16 they agree to submit, as appropriate, the necessary materials to justify these payments. If the
17 Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or
18 costs, or less than the amount requested for the Service Payment for the Class Representative,
19 only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of
20 Defendants under this Stipulation.

21 7.3.3 Defendants shall have the sole right to void and withdraw from this
22 Agreement if at any time prior to the Final Approval Date: (a) five percent (5%) or more of all
23 Class Members opt out of the Settlement; or (b) the Settlement is construed in such a fashion that
24 Defendants would be required to pay more than the Maximum Settlement Amount, exclusive of
25 Defendants' share of the employer payroll taxes; or (c) the Court does not certify the settlement
26 class, or does not certify a class releasing all of the Released Class Claims set defined in this
27 Agreement, or does not approve the PAGA settlement, or otherwise makes an order inconsistent
28 with any of the material terms (as determined by Defendants) of this Agreement.

1 7.3.4 If an appeal results in an order materially modifying, setting aside, or
2 vacating any portion of the Stipulation, with the exception of any modification of the amount of
3 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Service Payments paid
4 to the Class Representatives, each party adversely impacted by the order shall have the absolute
5 right, at its sole discretion, to treat such order as an event preventing Final Approval. To exercise
6 this right, the party must inform the other party and the Settlement Administrator, in writing, of
7 the exercise of this right, within ten (10) calendar days of receiving notice of any order
8 modifying, setting aside, or vacating any portion of the Stipulation. Before either Party elects to
9 exercise its right to treat such order as an event permanently preventing Final Approval, that Party
10 must meet and confer in good faith with the other Party to determine if an agreement can be
11 reached modifying this Settlement to the mutual satisfaction of the Parties.

12 7.3.5 If the Final Approval or Final Judgment does not occur, or if this Stipulation
13 is terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to
14 have reverted to their respective status as of the date and time immediately prior to the execution
15 of this Stipulation. In such an event, if the Stipulation is not approved by the Court substantially
16 in the form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,
17 cancelled, declared void, or fails to become effective in accordance with its terms, or if the
18 Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this
19 Stipulation (except for those provisions relating to non-admission, denial of liability set forth
20 herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and
21 void, its terms and provisions shall have no further force and effect and shall not be used in this
22 Action or in any other proceeding for any purpose, and any Judgment or order entered by the
23 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.
24 Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or
25 reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs
26 to be paid by Defendants to Class Counsel, or reducing the amount of any Service Payment paid
27 to the Class Representative, shall constitute grounds for cancellation or termination of the
28 Stipulation, or grounds for limiting any other provision of the Judgment.

1 7.4 Funding and Distribution of the Settlement Proceeds

2 7.4.1 Within fifteen (15) calendar days after the Effective Date, Defendants shall
3 pay the Maximum Settlement Amount and an amount to pay the employer's share of payroll
4 taxes, into the Qualified Settlement Fund set up, held, and controlled by the Settlement
5 Administrator.

6 7.4.2 Within thirty (30) calendar days of the Effective Date, the Settlement
7 Administrator shall issue Individual Settlement Payments to Settlement Class Members and the
8 Individual PAGA Payments to the PAGA Members.

9 7.4.3 After one hundred eighty (180) calendar days of issuance, funds from
10 undeposited Individual Settlement Payment and Individual PAGA Payment checks will be held
11 by the Settlement Administrator; if the Class Member or PAGA Member to whom the
12 undeposited check is issued does not contact Class Counsel or the Settlement Administrator
13 concerning his or her settlement payment check(s) within one-hundred eighty (180) calendar days
14 of issuance, the Stipulation of Settlement, including its release, will be binding on that Settlement
15 Class Member or PAGA Member, and the amount of that uncashed settlement payment shall be
16 transmitted to the State of California, to be held and disposed of by the Controller in accordance
17 with California's Unclaimed Property Law for the benefit of those Settlement Class Members and
18 PAGA Employees who did not cash their checks until such time that they claim their property.
19 The Parties agree that this disposition results in no "unpaid residue" under California Civil
20 Procedure Code § 384, as the entire Settlement Pool will be paid out to Settlement Class
21 Members, whether or not they all cash their Individual Settlement Payments.

22 7.4.4 Within thirty (30) calendar days of the Effective Date, the Settlement
23 Administrator shall issue the LWDA Payment to the LWDA.

24 7.4.5 Within thirty (30) calendar days of the Effective Date, the Settlement
25 Administrator shall pay the Court-approved attorneys' fees and costs to Class Counsel. Class
26 Counsel shall provide to the Settlement Administrator, the pertinent taxpayer identification
27 number and IRS Form W-9 within ten (10) calendar days after the Final Approval Date.

28 7.4.6 Within thirty (30) calendar days of the Effective Date, the Settlement

1 Administrator shall send a check by mail for the Court-approved Service Payments to the Class
2 Representatives or Class Counsel.

3 **8. MISCELLANEOUS PROVISIONS**

4 8.1 Neither the acceptance nor the performance by Defendants of the terms of this
5 Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be,
6 construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations
7 in the Complaint, the representative character of the Action, the validity of any of the claims that
8 were or could have been asserted by Plaintiffs, Class Members and/or PAGA Members in the
9 Action, or of any liability or guilt of Defendants in the Action. Nothing in this Stipulation shall
10 be construed to be or deemed an admission by Defendants of any liability, culpability, negligence,
11 or wrongdoing toward Plaintiffs, the Class Members, or any other person, and Defendants
12 specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the
13 Class Members, and any other person. Each of the Parties has entered into this Stipulation with
14 the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
15 and contingencies.

16 8.2 The Parties agree to cooperate fully with one another to accomplish and implement
17 the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of
18 such other documents and the taking of such other action as may reasonably be necessary to
19 fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable
20 efforts, including all efforts contemplated by this Settlement and any other efforts that may
21 become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
22 forth herein.

23 8.3 Unless otherwise specifically provided herein, all notices, demands, or other
24 communications given hereunder shall be in writing and shall be deemed to have been duly given
25 as of the third business day after mailing by United States certified mail, return receipt requested,
26 addressed as follows:
27
28

1 To the Class Counsel:

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

5 To Defendant:

6 Eric Meckley
7 Sarah Zenewicz
8 Karen Cho
9 Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, California 94105-1126

10 8.4 The Parties hereto agree that the terms and conditions of this Stipulation of
11 Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and
12 that this Stipulation shall not be construed in favor of or against any party by reason of the extent
13 to which any party or its counsel participated in the drafting of this Stipulation.

14 8.5 Plaintiffs, Class Counsel and all attorneys associated with Class Counsel agree that
15 they will not issue any press releases, initiate any contact with the press, provide any information
16 to the press, or otherwise publicize or cause to be publicized this case, this settlement, or the facts
17 leading up to the case or settlement, and represent that they have not done so prior to signing this
18 Agreement. As an absolute condition of this Agreement, Class Counsel will not post anything
19 relating to this matter on any website or other form of social media. Any communication about
20 the Settlement to Class Members other than Plaintiffs prior to the Court-approved mailing will be
21 limited to a statement that a settlement has been reached and the details will be communicated in
22 a forthcoming Court-approved Notice of Class Action Settlement.

23 8.6 The Class Representatives, by signing this Stipulation, are bound by the terms
24 herein and further agree not to request to be excluded from the Settlement and not to object to any
25 terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and
26 of no force or effect. Defendants, Class Counsel, and the Class Representatives waive their rights
27 to file an appeal, writ, or any challenge whatsoever to the terms of this Stipulation, except either
28 Party may appeal in the event an objector's objection is upheld by the trial court.

1 8.7 Neither Class Counsel nor any other attorneys acting for, or purporting to act for,
2 the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees,
3 costs, or disbursements from the Defendants or the Aramark Releasees except as expressly
4 provided herein.

5 8.8 This Stipulation may not be changed, altered, or modified, except in writing signed
6 by the Parties hereto and approved by the Court. This Stipulation may not be discharged except
7 by performance in accordance with its terms or by a writing used by the Parties hereto.

8 8.9 This Stipulation shall be binding upon and inure to the benefit of the Parties hereto
9 and their respective heirs, trustees, executors, administrators, successors, and assigns.

10 8.10 The Parties agree that it is impossible or impractical to have each Class Member
11 sign this Stipulation. It is agreed therefore, that for purposes of seeking approval of the Class
12 Settlement, this Stipulation of Settlement may be executed on behalf of the proposed Class by
13 Class Counsel and the Class Representative.

14 8.11 This Stipulation shall become effective upon its execution by all of the
15 undersigned. The Parties may execute this Stipulation in counterparts, and execution of
16 counterparts shall have the same force and effect as if all Parties had signed the same instrument.

17 8.12 The Court shall retain jurisdiction with respect to the implementation and
18 enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the
19 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.
20 Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

21 8.13 Paragraph titles or captions contained in the Stipulation are inserted as a matter of
22 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
23 Stipulation, or any provision thereof.

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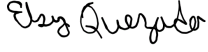
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IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

DATED: April 14, 2023, 2023

DocuSigned by:

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ELSY QUEZADA

Dated: April 17, 2023, 2023

DocuSigned by:

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ROSA RODRIGUEZ

Dated: _____, 2023

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

By: Steven Friedman
Vice President, Employment Practices

APPROVED AS TO FORM

Dated: April 17, 2023, 2023

DocuSigned by:

871E0169FCF244D...
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian, LLP
Counsel for Plaintiffs

Dated: _____, 2023

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

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

3 **AGREED AND UNDERSTOOD.**

4
5 DATED: _____, 2023

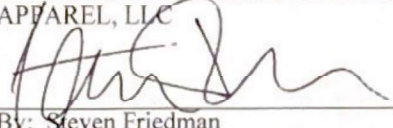
6 ELSY QUEZADA

7
8 Dated: _____, 2023

9 ROSA RODRIGUEZ

10 Dated: 14 APRIL, 2023

11 ARAMARK CLEANROOM SERVICES, LLC;
12 ARAMARK UNIFORM AND CAREER
13 APPAREL, LLC

14 
15 By: Steven Friedman
16 Vice President, Employment Practices

17 **APPROVED AS TO FORM**

18
19 Dated: _____, 2023

20 Joseph Lavi
21 Vincent Granberry
22 Lavi & Ebrahimian, LLP
23 Counsel for Plaintiffs

24
25 Dated: April 18, 2023

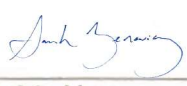
26 
27 Eric Meckley
28 Sarah Zenewicz
Morgan, Lewis & Bockius LLP
Counsel for Defendants

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 IN WRITING	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], 2023 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 (“Plaintiffs” or “Class Representatives”) 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; however, if this notice was re-mailed to you by the Settlement Administrator, then the deadline is [REDACTED], 2023. *[45 days within mailing of Notice; 60 days within mailing of the 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:

Released Class Claims: Upon Final Approval and Defendants' full funding of the Maximum Settlement Amount and employer's share of taxes, the Settlement Class Members, shall be deemed to have fully, finally, and forever released the Aramark Cleanroom Services, LLC and 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 upon Final Approval and Defendants' full funding of the Maximum Settlement Amount and employer's share of taxes, Class Representatives, as representatives of the State of California and on behalf of the LWDA and the PAGA Members, 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 [REDACTED], 2023, however, if this notice was re-mailed to you by the Settlement Administrator, then the deadline is [REDACTED], 2023. [45 days within mailing of Notice; 60 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, however, if this notice was re-mailed to you by the Settlement Administrator, then the deadline is [REDACTED], 2023. The objections and notices of intent to appear should be mailed to 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.

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