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Attorneys for Plaintiffs MARIA AYALA and ROSA HANDS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. BCV-21-101933

Honorable Thomas S. Clark
Department 17

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFFS'
RENEWED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 4, 2023
Time: 8:30 a.m.
Dept.: 17

Complaint Filed: August 20, 2021
Trial Date: None Set

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1 Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super
2 Lawyers has regularly honored me as a Southern California Rising Star since 2012.

3 5. In February 2018, I started the law firm of Blackstone Law, APC, representing
4 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
5 over the past three-plus years, now maintaining seven highly pedigreed attorneys working on almost
6 exclusively labor and employment class actions, Labor Code Private Attorney General Act of 2004
7 (“PAGA”) cases, and individual matters, and other private attorney representative actions, with
8 roughly 15% of the firm focused on other complex general litigation matters.

9 6. I have considerable experience in handling class and representative action lawsuits
10 throughout my career and have been approved as counsel in a number of cases, including, most
11 recently:

- 12 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles Superior Court, Case No.
13 BC698076, a wage and hour class action brought on behalf of a class of hourly-paid
14 employees working in the State of California.
- 15 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles Superior
16 Court, Case No. 19STCV29979, a private attorney general action for penalties pursuant
17 to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc. et al.*, Los Angeles Superior
19 Court, Case No. 19STCV30306, a private attorney general action for penalties pursuant
20 to Health and Safety Code section 25249.7.
- 21 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles Superior
22 Court, Case No. 19STCV30445, a private attorney general action for penalties pursuant
23 to Health and Safety Code section 25249.7.
- 24 • *Eric Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California, Case
25 No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court,
26 Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

27 7. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are as follows:

- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

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8. I am currently the managing partner overseeing roughly 100 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of these cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees.

Procedural History of the Action

9. Defendant Sodexo, Inc. (“Sodexo”) is a French-based company that provides a variety of services to businesses around the world. Defendant SDH Services West, LLC (“SDH”) is a wholly owned subsidiary of Sodexo with its corporate headquarters located in Bakersfield, California.

10. On July 22, 2021, Plaintiffs provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Sodexo and SDH (together, “Defendants”) via Certified U.S. Mail, pursuant to Labor Code § 2699.3, providing notice of the specific provisions of the California Labor Code which Plaintiffs alleged Defendants violated, including the facts and theories to support the allegations. A true and correct copy of Plaintiffs’ July 22, 2021 notice is attached hereto as **Exhibit A**.

11. On August 20, 2021, Plaintiffs filed their Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. (“Complaint”) in the action entitled *Maria Ayala, et al. v. SDH Services West, LLC, et al.*, Kern County Superior Court, Case No. BCV-21-101933 (“Action”). The Complaint alleges nine (9) causes of action for: (1) failure to pay overtime wages (Labor Code §§ 510 and 1198), (2) failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1), (3) failure to pay vested vacation wages (Labor Code § 227.3), (4) failure to provide meal periods (Labor Code §§ 226.7 and 512(a)), (5) failure to provide rest periods (Labor Code § 226.7), (6) failure to provide accurate itemized wage statements (Labor Code § 226(a)), (7) failure to timely pay wages upon termination (Labor Code §§ 201, 202, and 203), (8) unfair competition (Business & Prof. Code §§ 17200, et seq.), and (9) violation of the Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.).

12. On October 21, 2021, Plaintiffs propounded multiple sets of formal written discovery requests onto Defendants (specifically, Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Request for Production of Documents (Set One). Thereafter, on January

1 28, 2022, Defendants responded to Plaintiffs' discovery requests.

2 13. Plaintiffs and Defendants (collectively, the "Parties") met and conferred with respect
3 to the potential resolution of the Action by means of a private mediation and agreed to exchange
4 informal discovery as part of that process. Pursuant to their agreement to mediate, Defendants
5 produced a random sampling of putative class members' time and pay data, as well as information and
6 documents concerning the claims set forth in Plaintiffs Complaint, including but not limited to,
7 Defendants' employee handbooks and relevant wage and hour policies and procedures.

8 14. On September 13, 2022, after a thorough investigation and analysis of these documents
9 and data, the Parties attended a formal mediation with Jeffrey Krivis, Esq., a neutral and respected
10 mediator with extensive experience in complex wage and hour matters. At the mediation, the Parties
11 engaged in intensive settlement discussions during which they debated their respective positions and
12 exchanged views regarding the strengths and weaknesses of the alleged claims. After a full day of
13 mediation, and with the help of the mediator, the Parties were able to reach an agreement to resolve
14 this dispute on a class basis, and shortly thereafter executed a memorandum of understanding
15 memorializing the key settlement terms.

16 15. Following mediation, the Parties worked diligently to negotiate and memorialize the
17 terms in a long form settlement agreement. On December 14, 2022, after additional discussions and
18 revisions to the agreement, the Stipulation of Class Action Settlement ("Settlement Agreement" or
19 "Settlement") was fully executed. At all times, Plaintiffs were willing and prepared to litigate this
20 matter through class certification and trial if the Parties had been unable to reach a favorable resolution.
21 Attached hereto as **Exhibit B** is a true and correct copy of the Settlement Agreement entered into
22 between the Parties.

23 **Original Motion for Preliminary Approval of Class Action Settlement**

24 16. On May 12, 2023, Plaintiffs filed a Motion for Preliminary Approval of Class Action
25 Settlement ("Original Motion for Preliminary Approval") and supporting documents.

26 17. On June 27, 2023, a hearing was held on the Original Motion for Preliminary Approval
27 during which the Court raised multiple issues regarding the Original Motion for Preliminary Approval
28 and denied the Original Motion for Preliminary Approval without prejudice. Subsequently, the Court

1 issued a Minute Order, which included the issues raised by the Court at the June 27, 2023 hearing
2 (“June 27, 2023 Minute Order”). A true and correct copy of the June 27, 2023 Minute Order is attached
3 hereto as **Exhibit C**.

4 **Summary of the Terms of the Settlement Agreement**

5 18. For purposes of settlement only, the Parties have agreed that the Class shall be defined
6 as “all individuals who worked for Defendant SDH Services West, LLC at Long Beach Memorial
7 Medical Center as a non-exempt, hourly-paid employee at any time during the period from August 20,
8 2017 through June 30, 2021, and who were terminated on June 30, 2021 (“Class Members” or
9 “Class”). The “Class Period” is defined as the period from August 20, 2017 through June 30, 2021.
10 Based on information provided by Defendants, the Class is estimated to consist of approximately three
11 hundred and twelve (312) individuals.

12 19. The Parties have agreed to settle the class claims at issue in the Complaint for a non-
13 reversionary escalated Maximum Settlement Amount of Six Hundred Sixteen Thousand Eight
14 Hundred Sixty Dollars and Zero Cents (\$616,860.00), inclusive of any employer-side payroll taxes.
15 The Parties reached the Settlement based on an assumption of approximately 30,421 workweeks
16 (“Certified Workweek Amount”). However, Defendants represented that the actual number of
17 workweeks for all Class Members during the Class Period was approximately 34,404. Pursuant to
18 Paragraph 46 of the Settlement Agreement, to the extent the percentage of actual workweeks exceed
19 the Certified Workweek Amount, Defendants agreed to increase the Maximum Settlement Amount by
20 the additional percentage over ten percent (10%) above the Certified Workweek Amount.
21 Accordingly, the workweeks increased by two point eighty-one percent (2.81%) above the ten percent
22 (10%) threshold over the Certified Workweek Amount. This resulted in an escalated Maximum
23 Settlement Amount of Six Hundred Sixteen Thousand Eight Hundred Sixty Dollars and Zero Cents
24 (\$616,860.00) (from the original Maximum Settlement Amount of \$600,000.00).

25 20. The escalated Maximum Settlement Amount includes: (1) Class Counsel’s fees in the
26 amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00); (2) Class Counsel’s actual
27 litigation costs and expenses, not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00);
28 (3) Settlement Administration Costs, not to exceed Ten Thousand Dollars and Zero Cents

1 (\$10,000.00); and (4) Class Representative Service Awards in the amount of Five Thousand Dollars
2 and Zero Cents each to Plaintiffs (total, \$10,000.00). After the above-estimated amounts are deducted
3 from the escalated Maximum Settlement Amount, approximately 312 Class Members will share in a
4 Net Settlement Amount of approximately Three Hundred Seventy-Six Thousand Eight Hundred Sixty
5 Dollars and Zero Cents (\$376,860.00) (including both employee-side and employer-side payroll
6 taxes).

7 21. The Net Settlement Amount will be distributed and paid to Class Members who do not
8 submit a valid and timely Request for Exclusion (“Settlement Class Members”) on a pro-rata basis
9 based on their total number of weeks worked during which the Class Member performed a full week
10 of work during the Class Period (“Compensable Workweeks”). The amount payable from the Net
11 Settlement Amount to each Settlement Class Member (“Individual Settlement Payment”) will be
12 calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number
13 of Compensable Workweeks for all Settlement Class Members resulting in a value for each week
14 worked by the Settlement Class Members during the Class Period (“Workweek Value”); and then
15 multiplying the number of Compensable Workweeks for each Settlement Class Member by the
16 Workweek Value. Any Class Member who previously settled and released their claims in the matter
17 of *Geoffrey Gross and Leonard Pinckney v. Sodexo, Inc., et al.*, Kern County Superior Court Case No.
18 BCV-18-101746, will have their workweeks released in that settlement excluded from their payout
19 calculation in this matter. If a Settlement Class Member’s Individual Settlement Payment is less than
20 \$50.00, that Settlement Class Member will be issued \$50.00. The average estimated Individual
21 Settlement Payment is approximately \$1,207.88 (including both employee-side and employer-side
22 payroll taxes). The actual payments to Settlement Class Members will vary based on the actual
23 Compensable Workweeks worked by Settlement Class Members and shall be confirmed by the
24 Settlement Administrator in advance of the final approval hearing.

25 22. Each Individual Settlement Payment will be allocated as 20% wages, 40% non-wage
26 interest, and 40% non-wage penalties. All applicable payroll taxes on wages (including both
27 employee-side and employer-side payroll taxes) will be deducted from the wage portion of each
28 Settlement Class Member’s Individual Settlement Payment.

1 23. The Settlement Agreement is a non-reversionary and non-claims made settlement. All
2 money from the Net Settlement Amount will be distributed to Settlement Class Members. No money
3 will revert to Defendants.

4 24. Any Individual Settlement Payment checks remaining uncashed after one hundred and
5 eighty (180) calendar days will be transferred to the California State Controller's Office Unclaimed
6 Property Fund in the name of the Settlement Class Member. As such, no "unpaid residue" under
7 California Code of Civil Procedure section 384 will result from the Settlement.

8 25. In exchange for participating in the Settlement, Settlement Class Members will release
9 their wage and hour claims against Defendants and the Released Parties; however, the release for
10 Settlement Class Members is narrowly tailored to only release claims based upon the facts alleged in
11 the Complaint during the Class Period.

12 **Defendant(s) in Class Definition and Release**

13 26. In the June 27, 2023 Minute Order regarding the Original Motion for Preliminary
14 Approval, the Court requested clarification to explain why Sodexo is not part of the Class definition
15 in the Settlement Agreement, but is a defendant and part of the class definition in the Complaint, and
16 is also part of the Released Parties as defined in the Settlement Agreement. The Court also specified
17 that the Class Notice submitted with the Original Motion for Preliminary Approval mentioned Sodexo
18 as the employer rather than SDH.

19 27. Sodexo is a named defendant in the Action because Sodexo is a parent company of
20 SDH. At the time the Action was filed, Plaintiffs believed that Sodexo was an employing entity of the
21 employees who fell within the class definition. Through litigation and discovery, Plaintiffs learned
22 that SDH was in fact the only entity that employed any of the class members. Sodexo never employed
23 any of the Class Members. However, Sodexo is still a named defendant and therefore, is part of the
24 Settlement and a proper party to be released.

25 28. It is standard in class action settlements to define released parties to include the named
26 defendants and their "insurers, *parents*, subsidiaries, affiliated companies, charitable organizations,
27 partners, trustees, directors, officers, clients, agents, servants, and employees, past and present and
28 each of them." Sodexo is a parent company, which was also a named defendant in the Action. Based

thereon, the Parties assert that Sodexo is correctly included within the Released Parties.

29. Related thereto, the fact that Sodexo is not part of the Class definition also comports and aligns with the above explanation. Sodexo never employed any Class Members; its subsidiary SDH was the only entity that employed Class Members. This is why the Class definition in the Settlement Agreement only refers to SDH.

30. Regarding the identification of Sodexo in the Class Notice, counsel for the Parties met and conferred and revised the Class Notice to make clear that references to the employer identify SDH (along with additional revisions). The revised Class Notice is attached as “Exhibit A” to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement filed concurrently herewith. A redlined copy of the revised Class Notice showing the changes from the prior version is attached hereto as **Exhibit D**.

No PAGA Allocation

31. In the June 27, 2023 Minute Order regarding the Original Motion for Preliminary Approval, the Court specified that while the Action includes a PAGA claim, there is no mention of deducting a PAGA allocation from the Maximum Settlement Amount.

32. The Settlement is only a class action settlement and no settlement of or provision for any PAGA allocation was made. This is because the PAGA claim asserted in the Action was previously settled and released in a settlement of a prior-filed PAGA action against Defendants in the action entitled *Francisco Nodal v. Sodex, Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV40601. The *Nodal* settlement covers the time period of July 28, 2019 through September 30, 2021.

33. In the preliminary approval process, there is no request to dismiss any claims, so the issue of the dismissal of the PAGA claim has not yet been raised or addressed. Upon moving for final approval, Plaintiffs will address the fact that the PAGA claim was not settled or included in the Settlement and request that the Court only dismiss the PAGA claim *without* prejudice.

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1 *Estimate of Potential Value of Class Claims*

2 38. My office analyzed all available data and estimated Defendants' maximum potential
3 exposure to be approximately \$4,910,603.00, assuming the litigation was successful at trial on all
4 claims at issue, and then reduced this exposure analysis based on the likelihood of obtaining class
5 certification, prevailing at trial, and other attendant risks. This amount is based on the total estimated
6 maximum liability for all the workweeks at the time of mediation. This estimate is based off an
7 estimated maximum liability for the primary claims at issue as follows: \$1,092,492.00 for unpaid off-
8 the-clock work, \$15,037.00 for unpaid meal break premiums and sick pay, \$3,759,643.00 for rest
9 period violations, \$43,431.00 for unique meal break violations, and \$996,088.00 in total interest.

10 *Specific Risks Considered*

11 39. Although the investigation and information discovered supports Plaintiffs' contentions,
12 Defendants raised potential defenses and other circumstances that affected the risk of proceeding on a
13 class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

14 40. Class Counsel are aware of Defendants' defenses and arguments and have also taken
15 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
16 inherent in such litigation, including those involved in class adjudication. Plaintiffs further recognize
17 the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants'
18 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs have also
19 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
20 experienced and well regarded in complex labor and employment matters.

21 41. Defendants denied and continue to deny any liability and wrongdoing of any kind
22 associated with the claims alleged in the Action, and further deny that class certification is appropriate
23 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
24 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims.
25 Defendants contended that Plaintiffs claims are not suitable for class certification because individual
26 issues would predominate should this case go to trial. As with all class actions, these complex cases
27 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
28 may deny class certification.

42. For example, a large portion of Defendants’ overall liability lies in Plaintiffs’ meal period and sick pay claims. These claims have been increasingly difficult to certify in recent years and Defendants contended their practices were lawful. *See Brinker*, 53 Cal. 4th at 1034-35. Plaintiffs’ theory of liability for meal period violations was based on allegations that Defendants had failed to implement lawful policies and practices that allowed Class Members to take meal breaks in the manner required under California law. *See Bradley v. Networkers Int’l, LLC*, 211 Cal.App.4th 1129 (2012) (holding that “the lack of a meal/rest break policy and uniform failure to authorize such breaks are matters of common proof.”). In contrast, Defendants argued that their practices at all times during the Class Period were lawful. Defendants argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. Class Counsel disagreed with this assessment but had to consider the risk that the Court would find validity in an individualized proof defense to certification of Plaintiffs’ meal period claim.

43. Plaintiffs’ rest period allegations were based on a similar lack of written policy and failure to provide employees with timely, full, and uninterrupted rest periods. As with the meal period allegations, Defendants contended that they provided rest breaks and relieved Class Members of all duties as required under California law. Additionally, this claim was even more uncertain given the difficulties associated with proving the alleged rest period violations, as Defendants were not required to record these breaks. Given the lack of records demonstrating rest period violations, there were legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial damages with requisite certainty.

44. Plaintiffs also faced challenges certifying and proving liability for their minimum wage and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed by the Class Members both before and after their shifts and during purported meal periods. As such, the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification.

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1 45. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
2 proving the amount of wages due to Class Members would be an expensive, time-consuming, and
3 uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and
4 analyze thousands of pages of documents, obtain the Class Members' contact information, contact
5 them, and obtain their declarations at great expense. Obtaining the cooperation of current employees
6 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
7 employer. On the other hand, Defendants would likely be able to obtain the cooperation of their
8 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
9 would substantially delay any recovery by the Class.

10 46. I therefore submit that the Settlement is fair, reasonable, and adequate. The Settlement
11 is in the best interests of the Class Members and is within the accepted range of recoveries for this
12 type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class
13 certification, and the costs of further litigation.

14 ***Class Representative Service Awards***

15 47. As part of the Settlement, Plaintiffs are requesting reasonable Class Representative
16 Service Awards of Five Thousand Dollars and Zero Cents (\$5,000.00) each (total, \$10,000.00), to be
17 paid out of the escalated Maximum Settlement Amount. These Class Representative Service Awards
18 are eminently reasonable given the time and effort Plaintiffs spent on this case, and the benefit to the
19 other putative class members as a result of Plaintiffs' actions. Plaintiffs' Motion for Final Approval
20 will expand on Plaintiffs' participation in the lawsuit and additional reasons regarding the
21 reasonableness of the Class Representative Service Awards. Notice of the requested Class
22 Representative Service Awards is disclosed to the Class Members in the Class Notice.

23 ***Attorneys' Fees and Expenses***

24 48. The attorneys' fees incurred by Class Counsel are in line with the common fund
25 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
26 amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) and actual litigation costs
27 and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00),
28 which will be paid out of the escalated Maximum Settlement Amount, subject to approval by the

1 Court. Class Counsel have borne all of the risks and costs of litigation and will not receive any
2 compensation until recovery is obtained.

3 49. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
4 into tangible monetary benefits for the Class Members as follows: (1) Class Members will obtain
5 monetary recovery over a relatively short period of time, as opposed to waiting additional years for
6 the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other
7 similar class action settlements of this type, given the strengths and weaknesses of the case; and (3)
8 significant savings in Class Counsel's fees and/or costs that would have only increased significantly
9 had the case progress through certification, trial, and/or appeals.

10 50. Class Counsel have litigated this matter for over two years and were actively preparing
11 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
12 of the legal services provided, the time incurred in performing those services, and Class Counsel's
13 hourly rates. The Motion for Final Approval will also elaborate on the actual reimbursement costs
14 and expenses sought by Class Counsel. Notice of the requested Attorneys' Fees and Expenses is
15 disclosed to the Class Members in the Class Notice.

16 ***Settlement Administration Costs***

17 51. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
18 Administrator") to handle the notice and settlement administration process. The Parties respectfully
19 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
20 Administrator. Settlement Administration Costs are estimated not to exceed Ten Thousand Dollars
21 and Zero Cents (\$10,000.00). and will be paid out of the escalated Maximum Settlement Amount.
22 Defendants will provide ILYM with the Class Information and ILYM will calculate each Class
23 Member's estimated Individual Settlement Payment. ILYM will also receive Requests for Exclusion,
24 Notices of Objection, and disputes about the number of Compensable Workweeks worked; will
25 provide necessary reports and declarations; will calculate, subtract, and transmit the employees' and
26 employers' share of taxes and withholdings with respect to the wages portion of the Individual
27 Settlement Payments; will prepare and submit informational and other tax filings and documents; will
28 issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing

1 Individual Settlement Payment checks to the Settlement Class Members; and perform any other usual
2 and customary duties for administering a class action settlement.

3 52. I am not aware of an alternative method of providing notice to the Class which would
4 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
5 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable
6 method, skip tracing will be performed, if necessary.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct.

9 Executed on October 12, 2023, at Beverly Hills, California.

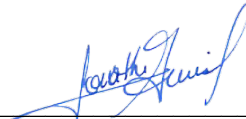
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Jonathan M. Genish

EXHIBIT A

July 22, 2021

Via Online Electronic Submission

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

RE: *Maria Ayala and Rosa Hands v. Sodexo, Inc. and Affiliated Companies, SDH Services West LLC*

Dear Representative:

Our office represents Maria Ayala and Rosa Hands (collectively, “Plaintiffs”), who were employed by Sodexo, Inc. and Affiliated Companies and SDH Services West LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Sodexo”). Ms. Ayala was employed by Sodexo as a Housekeeper at Long Beach Memorial Medical Center from approximately 1993 to June 2021. Ms. Hands was employed by Sodexo as a Housekeeper at Long Beach Memorial Medical Center from approximately October 2013 to June 2021. This letter shall serve as notice pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

Plaintiffs intend to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Plaintiffs seek these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Plaintiffs will file a PAGA cause of action includes all former hourly paid and/or non-exempt employees who worked for Sodexo in the State of California at Long Beach Memorial Medical Center during the relevant statutory period (referred to herein as “aggrieved employees”).

As set forth below, Sodexo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 226(a), 227.3, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Order 5-2001.

California Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and section 202 provides that if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

California Labor Code section 227.3 establishes that where an employer policy provides for paid vacations and an employee has not taken off vested vacation time, all vested vacation shall be paid to the employee as wages at his or her final rate of pay upon termination of the employment relationship.

During the relevant time period, Sodexo failed to pay Plaintiffs and other aggrieved employees all wages due to them upon termination of their employment, including minimum wages, overtime wages, meal period premiums, rest period premiums, and vacation wages. Sodexo terminated the employment of Plaintiffs and other aggrieved employees but failed to timely pay them their final wages. When Plaintiffs and other aggrieved employees attempted to cash and/or deposit their final paychecks from Sodexo, they were informed that there were insufficient funds and were thus unable to obtain their final wages. In addition, the final paychecks Sodexo issued to Plaintiffs and other aggrieved employees did not include their vested vacation wages and/or paid time off wages. As a result, Sodexo has failed to pay Plaintiffs and other aggrieved employees all wages due to them upon termination of employment.

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. When a vacation benefit is required to be paid, it must be included in a wage statement pursuant to section 226(a). *Soto v. Motel 6 Operating, L.P.*, 4 Cal. App. 5th 385 (2016). Sodexo failed to issue final wage statements setting forth Plaintiffs' and other aggrieved employees' vested vacation pay.

Sodexo is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. This letter is sent in compliance with the notice requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency ("LWDA") before he or she can invoke the provisions of Sections 2698, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the

employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2698 et seq. should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW

A handwritten signature in black ink, appearing to read "Jill J. Parker", written in a cursive style.

Jill J. Parker, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Sodexo, Inc. and Affiliated Companies
SDH Services West LLC
9801 Washingtonian Blvd.
Gaithersburg, Maryland 20878

EXHIBIT B

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Attorneys for Plaintiffs MARIA AYALA and ROSA
HANDS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

v.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES I through 25,
inclusive.

Defendant.

Case No. BCV-21-101933

**STIPULATION OF CLASS ACTION
SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS S. CLARK, DEPT. B

1 IT IS HEREBY STIPULATED, by and between Maria Ayala and Rosa Hands (“Plaintiffs”)
2 individually and on behalf of all others similarly situated, on the one hand, and Defendants SDH
3 Services West, LLC and Sodexo, Inc. (“Defendants”) on the other hand, and subject to the approval
4 of the Court, that the claims alleged in the Action (as defined below in Paragraph 1) are hereby
5 compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class
6 Action Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms
8 set forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the putative class and representative action entitled *Maria Ayala; Rosa*
11 *Hands v. SDH Services West, LLC., et al.*, Case No. BCV-21-101933 (filed August 20, 2021 in Kern
12 County Superior Court).

13 2. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class Counsel’s
14 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement Amount),
15 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

16 3. “Class Counsel” means Jonathan M. Genish of BLACKSTONE LAW, APC.

17 4. “Class Information” means information regarding Class Members that Defendants
18 shall in good faith compile from their records and shall be authorized by the Court to transmit in a
19 secured manner to the Settlement Administrator. Class Information shall be transmitted in electronic
20 form and shall include each Class Member’s full name; last known address; Social Security number;
21 and total number of Compensable Workweeks.

22 5. “Class Members” means all individuals who worked for Defendant SDH Services
23 West, LLC at Long Beach Memorial Medical Center as a non-exempt, hourly-paid employee at any
24 time during the period from August 20, 2017 through June 30, 2021, and who were terminated on June
25 30, 2021.

26 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
27 attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
28

1 Administrator shall mail to each Class Member explaining the terms of this Stipulation and the
2 Settlement.

3 7. "Class Period" means the period from August 20, 2017 through June 30, 2021.

4 8. "Class Representative Service Award" means the amounts the Court authorizes to be
5 paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payment, in recognition of Plaintiff's
6 efforts and risks in prosecuting the Action.

7 9. "Compensable Workweeks" means the total number of weeks during which a Class
8 Member performed a full week of work during the Class Period. For a Class Member, the total number
9 of weeks is based on the hire and termination dates and Defendant SDH Services West, LLC's payroll
10 records during the Class Period. Leaves of absences are excluded. In the case of any partial workweek,
11 that workweek will be rounded to the nearest whole number, including without limitation, zero.

12 10. "Days" as used herein shall refer to calendar days unless otherwise noted. If a deadline
13 falls on a holiday or weekend, it will be continued until the next business day.

14 11. "Defendants" means SDH Services West, LLC and Sodexo, Inc.

15 12. "Defense Counsel" means, Elizabeth Staggs-Wilson, Rachael S. Lavi, and Tony Zhao
16 of Littler Mendelson, P.C.

17 13. "Effective Date" means the date that Defendants' Counsel receive notice that this
18 settlement is approved as provided herein and the Court's order granting approval and entry of Final
19 Judgment becomes final and is no longer appealable. For purposes of this Settlement, "becomes final
20 and is no longer appealable," shall mean upon the later of: (i) the day after the last date by which a
21 notice of appeal to the applicable Court of Appeal of the order and judgment approving this settlement
22 may be timely filed and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by
23 ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review
24 of the order and judgment approving this settlement passes, and no further review is requested; or (iii)
25 if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the
26 Court of Appeal, and further review of the order and judgment approving this settlement is requested,
27 the day after the review is finally dismissed or denied with prejudice and/or no further review of the
28 judgment or order can be requested.

1 14. “Final Approval Hearing” means the hearing to be conducted by the Court after the
2 filing of an appropriate motion by Plaintiffs and following appropriate notice to Class Members giving
3 Class Members an opportunity to request exclusion from the class and Settlement and to object to the
4 Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement, enter
5 the Judgment, and take other appropriate action.

6 15. “Individual Settlement Payment” means the amount payable from the Net Settlement
7 Amount to each Settlement Class Member.

8 16. “Judgment” means the judgment to be entered by the Court upon granting final
9 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
10 Members.

11 17. “Maximum Settlement Amount” means the maximum amount Defendants shall have
12 to pay in connection with this Settlement, by way of a common fund, which shall be inclusive (without
13 limitation) of all Individual Settlement Payments to Settlement Class Members, the Attorneys’ Fees
14 and Expenses, the Class Representative Service Award, Settlement Administration Costs, and all
15 payroll taxes, employee and employer side. The Maximum Settlement Amount that Defendants shall
16 be required to pay is Six Hundred Thousand Dollars and Zero Cents (\$600,000.00).

17 18. “Net Settlement Amount” means the Maximum Settlement Amount, less the
18 Attorneys’ Fees and Expenses, the Class Representative Service Award, and Settlement
19 Administration Costs.

20 19. “Notice of Objection” means a Class Member’s written objection to the Settlement.

21 20. “Notice Packet” means the packet of documents which shall be mailed to all Class
22 Members by the Settlement Administrator, including the Class Notice.

23 21. “Parties” means Plaintiffs and Defendants.

24 22. “Plaintiffs” means plaintiffs Maria Ayala and Rosa Hands.

25 23. “Preliminary Approval Order” means the order to be issued by the Court approving and
26 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
27 Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
28 Stipulation, among other things.

24. “Released Parties” means Defendants and their insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers, clients, agents, servants and employees, past and present and each of them.

25. “Request for Exclusion” means a written request by a Class Member to opt out of, or exclude oneself from, the Settlement.

26. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of Compensable Workweeks stated on their respective Notice.

27. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation.

28. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Settlement Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing: Individual Settlement Payments, the Class Representative Service Award, and the Attorneys’ Fees and Expenses; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund (“QSF”), as defined under US Treasury Regulation section 468B-1; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

29. “Settlement Administrator” means ILYM Group, Inc.

30. “Settlement Class Members” means Plaintiffs and all other Class Members who do not submit a valid and timely Request for Exclusion.

RECITALS

33. Procedural History. On August 20, 2021, Plaintiffs filed a lawsuit against Defendants in Kern County Superior Court, alleging the following class claims: 1. Failure to pay overtime (Cal.

1 Lab. Code §§ 510 and 1198); 2. Failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1197, and
2 1197.1); 3. Failure to pay vested vacation wages (Cal. Lab. Code § 227.3); 4. Failure to provide meal
3 periods (Cal. Lab. Code §§ 226.7 and 512(a)); 5. Failure to provide rest periods (Cal. Lab. Code §
4 226.7); 6. Failure to provide accurate itemized wage statements (Cal. Lab. Code § 226(a)); 7. Failure
5 to timely pay wages upon termination (Cal. Lab. Code §§ 201, 202, and 203); 8. Unfair Competition
6 (Cal. Bus. & Prof. Code §§ 17200, et seq.); 9. Violation of the California Labor Code Private Attorneys
7 General Act of 2044 (Cal. Lab. Code §§ 2698 et seq.).

8 34. Thereafter the Parties engaged in formal discovery including interrogatories and
9 request for production of documents between the Parties. The Parties also entered into a protective
10 order.

11 35. On September 13, 2022, the Parties participated in a private mediation session with
12 mediator Jeffrey Krivis, Esq. After engaging in arms-length settlement negotiations, the Parties
13 reached a settlement. A Memorandum of Understanding (“MOU”) was fully executed on October 6,
14 2022.

15 36. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
16 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs’
17 claims in the Action through trial and through any possible appeals. Plaintiffs also have considered
18 the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent
19 in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
20 establish liability for the claims asserted in the Action, both generally and in response to Defendants’
21 defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief
22 sought in the Action. Plaintiffs and Class Counsel also have considered Defendants’ agreement to
23 enter a settlement that confers substantial benefits upon the Class Members. Plaintiffs and Class
24 Counsel have thoroughly reviewed the discovery requested and produced along with the claims
25 previously settled prior to the Class Period. Based on the foregoing, Plaintiffs and Class Counsel have
26 determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in
27 the best interests of all Class Members.
28

37. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have considered the risks of further litigation in reaching their decision to enter this Settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiffs in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendants as to the merits of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

38. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class Members, subject to the terms and conditions hereof and the Court's approval.

39. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard. Class Members and Class Counsel understand and agree that Class Members shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

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

15 41. Preliminary Approval of Settlement. Plaintiffs shall move the Court to enter the
16 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes only
17 and setting a Final Approval Hearing date. Plaintiffs shall make a good faith effort to file the motion
18 for preliminary approval and schedule a preliminary approval hearing within sixty (60) days after the
19 Parties execute the Stipulation. The Parties agree to work diligently and cooperatively to have this
20 Settlement presented to the Court for preliminary approval. The Preliminary Approval Order shall
21 provide for, among other things, the Notice Packet to be sent to Class Members as specified herein.
22 The Parties agree that provisional certification of the class is for settlement purposes only and is in no
23 way an admission by Defendants in the Action or in any other proceeding that class certification is
24 proper.

25 42. Release of Claims.

26 a. Settlement Class Members' Released Claims.

27 Upon the Effective Date, and upon the Settlement Administrator's receipt of the Maximum
28 Settlement Amount from Defendant, Plaintiffs and all Class Members who have not timely opted out

1 of the settlement shall release Defendants and the Released Parties (defined above) of all claims,
2 demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or
3 unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might
4 have been asserted based on the facts and claims alleged in the operative Complaint and arising during
5 the period from and including August 20, 2017 through June 30, 2021 for unpaid wages (including
6 premiums) or other compensation allegedly owed, or for damages, penalties (including without
7 limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated
8 damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and
9 allegations alleged in the Lawsuit, including under the California Labor Code and corresponding
10 provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay
11 Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5)
12 Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure
13 to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (8) any and all corresponding
14 claims that could have been brought under California law based on the facts and claims alleged in the
15 operative Complaint during the Class Period, including claims for failure to pay wages (including
16 overtime or premium wages). It is the intent of the Parties that the judgment entered by the Court upon
17 final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiffs
18 and all Class Members who have not expressly opted out of the settlement.

19 b. Plaintiffs' Released Claims.

20 Upon the Effective Date, and upon the Settlement Administrator's receipt of the Maximum
21 Settlement Amount, Plaintiffs individually and on their own behalf release the Released Parties from
22 any and all charges, complaints, claims, causes of action, demands, disputes, damages, business expenses,
23 attorneys' fees, costs, losses and liabilities of any kind or nature whatsoever, known or unknown, suspected
24 or unsuspected, asserted or unasserted, which Plaintiffs, at any time heretofore, had or claimed to have or
25 Plaintiffs may have, including but not limited to any and all claims arising out of, relating to or resulting
26 from their employment with and/or separation of employment with Released Parties, including any claims
27 arising under any federal, state or local law, statute, ordinance, rule or regulation or Executive Order
28 relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights

1 Act of 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act (“ADA”);
2 the Family and Medical Leave Act (“FMLA”); the Employee Retirement Income Security Act (“ERISA”);
3 the California Family Rights Act (“CFRA”); the California Fair Employment and Housing Act (“FEHA”);
4 all claims for wages or penalties under the Fair Labor Standards Act (“FLSA”); all claims for wages or
5 penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws
6 relating to violation of public policy, retaliation, or interference with legal rights; any and all other
7 employment or discrimination laws; whistleblower claims; any tort, fraud or constitutional claims; and any
8 breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is
9 to be broadly construed as a release of all claims; provided that, notwithstanding the foregoing, this
10 paragraph expressly does not include a release of any claims that cannot be released hereunder by law,
11 including any claim for indemnification pursuant to California Labor Code section 2802. Plaintiffs hereby
12 warrant that they are not aware of any business expenses incurred by them during their employment with
13 Defendants and for which they have not been fully reimbursed other than those which serve as the basis
14 for their class claim and for which they will be compensated through the settlement. If a claim is not subject
15 to release, to the extent permitted by law, Plaintiffs waive any right or ability to be a class or collective
16 action representative or to otherwise participate in any putative or certified class, collective or multi-party
17 action or proceeding based on such a claim in which any Releasee is a party. However, the Equal
18 Employment Opportunity Commission (“EEOC”) or other governmental agency cannot be barred from
19 pursuing a claim on Plaintiffs’ behalf, although Plaintiffs agree that they are releasing their right to any
20 personal recovery from a claim brought by the EEOC or any other governmental agency. Plaintiffs
21 understand and expressly agree that this Agreement extends to claims that they have against Defendants,
22 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
23 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or
24 before the Effective Date of this Agreement. Any and all rights granted under any state or federal law or
25 regulation limiting the effect of this Agreement, including the provisions of section 1542 of the California
26 Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
27 follows:
28

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR**
2 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
3 **AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER**
4 **WOULD HAVE MATERIALLY AFFECTED HIS OR HER STATEMENT WITH THE DEBTOR**
5 **OR RELEASED PARTY.**

6 43. Settlement Administration.

7 a. Within fourteen (14) days of when Defendants receive notice of the entry of the
8 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class
9 Information for purposes of mailing the Notice Packets to Class Members.

10 i. Notice by First Class U.S. Mail. Upon receipt of the Class Information,
11 the Settlement Administrator shall perform a search based on the National Change of Address
12 Database maintained by the United States Postal Service to update and correct any known or
13 identifiable address changes. Within ten (10) calendar days after receiving the Class Information from
14 Defendants as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to
15 all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its
16 best judgment to determine the current mailing address for each Class Member. The address identified
17 by the Settlement Administrator as the current mailing address shall be presumed to be the most current
18 mailing address for each Class Member. The Parties agree that this procedure for notice provides the
19 best notice practicable to Class Members and fully complies with due process.

20 ii. Undeliverable Notice Packets. Within three (3) business days, any
21 Notice Packet returned to the Settlement Administrator as non-deliverable on or before the Response
22 Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is
23 provided, within not later than three (3) business days, the Settlement Administrator shall attempt to
24 determine a correct address by the use of skip-tracing, or other type of automated search, using the
25 name, address and/or Social Security number of the Class Member involved and re-mail the Notice
26 Packet to the Class Member whose Notice Packet was returned as non-deliverable, provided that
27 another mailing address is identified by the Settlement Administrator. If a Notice Packet is re-mailed
28 to a Class Member less than ten (10) calendar days prior to the Response Deadline, the Class Member

1 shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement
2 Administrator re-mails the Notice Packet. If these procedures are followed, notice to Class Members
3 shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does
4 not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and
5 shall be bound by all terms of the Settlement and the Judgment.

6 iii. Determination of Individual Settlement Payments. The Settlement
7 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
8 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
9 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
10 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
11 the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

12 iv. Disputes Regarding Administration of Settlement. Any dispute not
13 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
14 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer
15 in good faith and make use of the services of mediator Jeffrey Krivis, if necessary, to resolve the
16 dispute without the necessity of involving the Court.

17 b. Exclusions. The Class Notice shall explain that Class Members who wish to
18 exclude themselves from the class and Settlement must submit a Request for Exclusion to the
19 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the
20 name, address, telephone number, and last four Social Security Number digits of the Class Member
21 requesting exclusion; (2) be signed by the Class Member; and (3) be postmarked by the Response
22 Deadline and returned to the Settlement Administrator at the specified address. Subject to review by
23 Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing
24 envelope on the Request for Exclusion shall be the exclusive means used by the Settlement
25 Administrator to determine whether a Class Member has timely requested exclusion from the class
26 and Settlement. Any Class Member who timely and properly requests to be excluded from the class
27 and Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
28 terms of the Settlement nor shall that Class Member have any right to object to the Settlement or appeal

1 from the entry of the Judgment. Class Members who do not submit a valid and timely Request for
2 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and the
3 Judgment entered in this Action if the Settlement is finally approved by the Court. No later than
4 twenty (20) calendar days after the Response Deadline, the Settlement Administrator shall provide
5 counsel for the Parties a complete list of all Class Members who submitted a timely and valid Request
6 for Exclusion. The Settlement Administrator shall contact (once, by phone and mail) all Class
7 Members whose requests for exclusion are timely postmarked but do not meet requirements of (1) and
8 (2) above, to request additional information. If the Settlement Administrator does not receive the
9 required information within ten (10) calendar days of mailing a request for additional information, the
10 Class Member will be bound by the terms of the Settlement. Class Members who request exclusion
11 from the Settlement are not allowed to object to it.

12 c. Objections. The Class Notice shall state that Class Members who wish to object
13 to the Settlement must submit to the Settlement Administrator a Notice of Objection by the Response
14 Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice of Objection
15 must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the
16 grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the
17 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense
18 Counsel, and the Court, the date of the postmark on the return mailing envelope on the Notice of
19 Objection shall be the exclusive means used by the Settlement Administrator to determine whether a
20 Class Member timely objected to the Settlement. Class Members who do not submit a Notice of
21 Objection or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to
22 have waived any objections and shall be foreclosed from making any objections (whether by appeal
23 or otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel
24 seek to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement
25 or filing an appeal from the Judgment. Only Class Members who have not requested exclusion from
26 the Settlement can object to it.

27 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
28 Member disagrees with the number of Compensable Workweeks stated on his or her Notice, the Class

1 Member must send a letter to the Settlement Administrator by email, mail or facsimile by the Response
2 Deadline stating the reasons why he or she disputes the number of Compensable Workweeks and
3 provide any supporting documentation. The Settlement Administrator will evaluate the evidence
4 submitted by the Class Member and will meet and confer with Counsel for the Parties and decide as
5 to the number of Compensable Workweeks that should be applied and/or the Individual Settlement
6 Payment to which the Class Member is entitled. If this cannot be resolved satisfactorily, the dispute
7 will be presented to the Court for final resolution at Final Approval.

8 e. Monitoring and Reviewing Settlement Administration. The Parties have the
9 right to monitor and review the administration of the Settlement to verify that the monies allocated
10 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

11 f. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
12 this Settlement.

13 44. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
14 business days after the Effective Date or the date the administrator provides Defendants with the
15 information needed to complete the wire transfer, whichever is later, Defendants shall provide to the
16 Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire
17 transfer, the Maximum Settlement Amount. If this Settlement is not finally approved by the Court in
18 full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
19 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

20 a. Individual Settlement Payments. Class Members shall not be required to submit
21 a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum
22 Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement
23 Payments shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to
24 the formula set forth herein. Individual Settlement Payments shall be mailed by the Settlement
25 Administrator by regular First Class U.S. Mail to each Settlement Class Member's last known mailing
26 address within ten (10) calendar days after Defendants provide the Settlement Administrator with the
27 Maximum Settlement Amount. Prior to mailing the Individual Settlement Payments, the Settlement
28

1 Administrator shall perform a search based on the National Change of Address Database maintained
2 by the United States Postal Service to update and correct any known or identifiable address changes.

3 i. Each Settlement Class Member's Individual Settlement Payment shall
4 be calculated by the Settlement Administrator according to the following formula: Defendants shall
5 provide the Settlement Administrator with the Compensable Workweeks for each Settlement Class
6 Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total
7 number of Compensable Workweeks for all Settlement Class Members resulting in a value for each
8 week worked by the Settlement Class Members during the Class Period ("Workweek Value"). The
9 Settlement Administrator shall then multiply the number of Compensable Workweeks for each
10 Settlement Class Member by the Workweek Value. In addition, any Class Member who previously
11 settled and released their claims in the matter of *Geoffrey Gross and Leonard Pinckney v. Sodexo,*
12 *Inc., et al*, Kern County Superior Court Case No. BCV-18-101746 (the "*Gross matter*"), will have
13 their workweeks released in that settlement excluded from their payout calculation in this matter. If a
14 Class Member's individual settlement share will be less than \$50, that Class Member will receive \$50.

15 iii. Individual Settlement Payments shall be made by check and shall be
16 made payable to each Settlement Class Member as set forth in this Stipulation.

17 iv. Individual Settlement Payments shall be allocated as follows: twenty
18 percent (20%) as wages, forty percent (40%) as non-wage interest and forty percent (40%) as non-
19 wage penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Settlement Class
20 Member for the portion of each Individual Settlement Payment allocated as wages and subject to all
21 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
22 Settlement Class Member for the portion of each Individual Settlement Payment allocated as non-
23 wage penalties and interest not subject to payroll tax withholdings. Payment of all amounts will be
24 made subject to backup withholding unless a duly executed W-9 form is received from a payee Class
25 Member. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll
26 Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate
27 taxing authorities in a timely manner.
28

1 v. Individual Settlement Payment checks shall remain negotiable for one
2 hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check
3 remains uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator
4 shall distribute the value of the uncashed check to the State Controller's Office Unclaimed Property
5 Fund in the name of the Settlement Class Member and/or Aggrieved Employee. In such event, such
6 Settlement Class Members and/or Aggrieved Employees shall nevertheless remain bound by the
7 Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil
8 Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Class Members
9 who do not opt out, whether or not they cash their settlement share checks.

10 vi. All monies received by Settlement Class Members under the Settlement
11 which are attributable to wages shall constitute income to such Settlement Class Members solely in
12 the year in which such monies actually are received by the Settlement Class Members. It is expressly
13 understood and agreed that the receipt of Individual Settlement Payments shall not entitle any
14 Settlement Class Member to additional compensation or benefits under any collective bargaining
15 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
16 during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any
17 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the
18 Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to
19 be made by Defendants to Settlement Class Members in connection with this Settlement, with the
20 exception of Plaintiffs, and that the Settlement Class Members are not entitled to any new or additional
21 compensation or benefits as a result of having received the Individual Settlement Payments.
22 Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not,
23 and does not, by itself establish any general, special, or joint employment relationship between and
24 among the Settlement Class Member(s) and Defendants.

25 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs'
26 Class Representative Service Awards are not to exceed Five Thousand Dollars (\$5,000.00) for each
27 Plaintiff, or any lesser amount as awarded by the Court, for their time and effort in bringing and
28 presenting the Action and for providing the general release as set forth above. Defendants shall not

1 oppose or object to Plaintiffs' request for Class Representative Service Award not to exceed Five
2 Thousand Dollars (\$5,000.00) to each Plaintiff. The Class Representative Service Awards shall be
3 paid to Plaintiffs from the Maximum Settlement Amount no later than ten (10) days after Defendants
4 provide the Settlement Administrator with the Maximum Settlement Amount. The Settlement
5 Administrator shall issue IRS Forms 1099 to Plaintiffs for their Class Representative Service Award.
6 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class
7 Representative Service Awards and shall hold harmless Defendants, Class Counsel, and Defense
8 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the
9 Class Representative Service Awards. The Class Representative Service Awards shall be made in
10 addition to Plaintiffs' Individual Settlement Payments. Any amount requested by Plaintiffs for the
11 Class Representative Service Awards and not awarded by the Court shall become part of the Net
12 Settlement Amount and shall be distributed to Settlement Class Members as part of their Individual
13 Settlement Payments.

14 c. Attorneys' Fees and Expenses. Subject to Court approval, Class Counsel shall
15 be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
16 Maximum Settlement Amount, which amounts to Two Hundred Thousand Dollars (\$200,000.00). In
17 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs
18 and expenses associated with Class Counsel's prosecution of the Action in an amount not to exceed
19 Twenty Thousand Dollars (\$20,000.00). Class Counsel shall provide the Settlement Administrator
20 with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to
21 process the Attorneys' Fees and Expenses approved by the Court. Defendants shall not oppose or
22 object to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed Two Hundred
23 Thousand Dollars (\$200,000.00), and request for an award of reasonable costs and expenses not to
24 exceed Twenty Thousand Dollars (\$20,000.00). In the event the Court awards Class Counsel less than
25 Two Hundred Thousand (\$200,000.00) in attorneys' fees and/or less than Twenty Thousand Dollars
26 (\$20,000.00) in costs and expenses, the difference shall become part of the Net Settlement Amount
27 and shall be distributed to Settlement Class Members as part of their Individual Settlement Payments.
28 Class Counsel shall be paid any Court-awarded attorneys' fees and expenses no later than ten (10)

1 calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement
2 Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
3 Attorneys' Fees and Expenses. The Settlement Administrator shall issue an IRS Form 1099 to Class
4 Counsel for the Attorneys' Fees and Expenses. This Settlement is not conditioned upon the Court
5 awarding Class Counsel any particular amount of attorneys' fees or costs.

6 d. Settlement Administration Costs. The Settlement Administration fees and
7 expenses, which are estimated not to exceed Ten Thousand Dollars (\$10,000), shall be paid from the
8 Maximum Settlement Amount. Prior to Plaintiffs filing a motion for final approval of the Settlement,
9 the Settlement Administrator shall provide the Parties with a statement detailing the Settlement
10 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process
11 and to make all reasonable efforts to control and minimize Settlement Administration Costs.

12 i. The Parties each represent they do not have any financial interest in the
13 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
14 could create a conflict of interest.

15 ii. The Settlement Administrator shall keep the Parties timely apprised of
16 the performance of all Settlement Administrator responsibilities required by the Settlement. The
17 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations
18 in which the Maximum Settlement Amount shall be placed and from which payments required by the
19 Settlement shall be made.

20 45. Final Settlement Approval Hearing and Entry of Judgment. Following expiration of
21 the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant
22 final approval of the Settlement, including determining the amounts properly payable for: (i) the
23 Attorneys' Fees and Expenses; and (ii) the Class Representative Service Awards. Prior to the Final
24 Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the
25 Parties describing the process and results of the administration of the Settlement to date, which report
26 or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. If the
27 Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final
28 judgment on its website within seven (7) calendar days of entry of the Judgment.

1 46. Adjustment of Settlement Amount. The Parties reached this Settlement based on an
2 assumption of approximately 30,421 workweeks (“Certified Workweek Amount”). However,
3 Defendants represent that the actual number of workweeks for all Class Members from August 20,
4 2017 to June 30, 2021 for purposes of this settlement is approximately 34,404. To the extent the
5 percentage of actual workweeks exceed the Certified Workweek Amount, Defendants agree to
6 increase the Settlement Amount by the additional percentage over 10% above the Certified Workweek
7 Amount (i.e., if the actual workweek count is 12% above the Certified Workweek Amount, Defendants
8 will pay an additional pro rata 2% of the Settlement Amount).

9 47. Right of Defendants to Reject Settlement. If five percent (5%) or more of the Class
10 Members submit valid Requests for Exclusion, Defendants will have the right, but not the obligation,
11 to void the Settlement and the Parties will have no further obligations under the Settlement, including
12 any obligation by Defendants to pay the Maximum Settlement Amount, or any amounts that otherwise
13 would have been owed under this Stipulation, except that Defendants will pay the Settlement
14 Administration Costs incurred as of the date that Defendants exercise their right to void the Settlement.
15 Defendants will notify Class Counsel and the Court whether they are exercising this right to void not
16 later than seven (7) calendar days after the Settlement Administrator notifies the Parties of the number
17 of valid Requests for Exclusion it has received.

18 48. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
19 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
20 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation
21 shall be rendered null and void, any order or judgment entered by the Court in furtherance of this
22 Settlement shall be treated as void from the beginning and this Stipulation and any documents related
23 to it shall not be used by any Class Member or Class Counsel to support any claim or request for class
24 certification in the Action, and shall not be used in any other civil, criminal, or administrative action
25 against Defendants or any of the other Released Parties. In the event an appeal is filed from the order
26 granting final approval or Judgment, or any other appellate review is sought, administration of the
27 Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees
28 incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the

Judgment, or any other appellate review, shall be paid split equally by the Parties to the Settlement Administrator.

49. No Admission by Defendants. Defendants deny all allegations in this Action and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission of any form of liability or the accuracy of any fact, and none shall be used against Defendants as an admission or indication with respect to any allegation of any fault, liability, concession, or omission by Defendants or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs or any Class Member, other than to enforce the terms of this Stipulation.

50. Confidentiality Prior to Preliminary Approval. The Parties and their respective counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement prior to the filing of the Motion for Preliminary Approval. Any communication about the Settlement to Class Members prior to the court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.

51. No Publicity: Following the filing of the Motion for Preliminary Approval, the Parties understand and agree that there may be media coverage of the settlement not initiated by Plaintiffs or Defendants, directly or indirectly, as a result of the public filings. Notwithstanding the foregoing, Plaintiffs, Defendants, and their respective counsel agree that no Party shall issue any press release to the news media, nor shall any Party disclose any information regarding this settlement in their marketing materials or firm websites, nor shall any Party communicate in any way with news media concerning the settlement or the Class Action. This provision shall not apply to or limit the public filing of motions or other case materials in the Class Action related to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs of Class Counsel, the Service Payments to the Class Representatives, and the other relief

1 set forth in this Settlement Agreement. This provision also shall not prohibit Class Counsel from
2 responding to specific questions from Class Members or listing this class action lawsuit by name in support
3 of a motion for appointment as class counsel or motion for attorney's fees. Nothing in this Agreement
4 prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace,
5 such as harassment or discrimination, or any other conduct that they have reason to believe is unlawful.

6 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
7 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
8 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
9 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

10 53. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all
11 proceedings in the Action, except such proceedings necessary to implement and complete the
12 Settlement and enter the Judgment.

13 54. Amendment or Modification. This Stipulation may be amended or modified only by a
14 written instrument signed by all Parties, their counsel, or their successors-in-interest.

15 55. Entire Agreement. This Stipulation and any attached Exhibits and the MOU constitute
16 the entire agreement between the Parties, and no oral or written representations, warranties, or
17 inducements have been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits
18 and the MOU, other than the representations, warranties, and covenants contained and memorialized
19 in this Stipulation and its Exhibits and the MOU. No other prior or contemporaneous written or oral
20 agreements may be deemed binding on the Parties.

21 56. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
22 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
23 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such
24 Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required
25 to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall
26 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
27 the event the Parties are unable to reach agreement on the form or content of any document needed to
28 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate

1 the terms of this Settlement, the Parties may seek the assistance of the Court and/or mediator Jeffrey
2 Krivis to resolve such disagreement. The persons signing this Stipulation on behalf of Defendants
3 represent and warrant that they are authorized to sign this Stipulation on behalf of Defendants.
4 Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have not
5 assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have
6 cooperated in the drafting and preparation of this Stipulation. Hence, in any construction made of this
7 Stipulation, the same shall not be construed against any of the Parties.

8 57. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure
9 to the benefit of, the successors and assigns of the Parties.

10 58. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
11 governed by and interpreted according to the laws of the State of California, without giving effect to
12 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

13 59. Counterparts. This Stipulation may be executed in one or more counterparts by
14 facsimile, electronic signature, or email which for purposes of this Stipulation shall be accepted as an
15 original. All executed counterparts and each of them shall be deemed to be one and the same
16 instrument. Any executed counterpart will be admissible in evidence to prove the existence and
17 contents of this Stipulation.

18 60. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
19 jurisdiction (pursuant to, without limitation, California Code of Civil Procedure Section 664.6) with
20 respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all
21 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense
22 Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
23 enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
24 connection therewith. The time within which to bring this action to trial under California Code of
25 Civil Procedure 583.310 shall be extended from the date of the signing of this Stipulation by all Parties
26 until the entry of the final approval order and judgment or, if not entered, the date this Stipulation shall
27 no longer be of any force or effect.
28

61. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

62. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Settlement Class Member.

For Plaintiff Rosa Hands:

Rosa Hands

Date: 12/13/2022

For Plaintiff Maria Ayala:

Maria Ayala

Date: _____

For Defendant SDH Services West, LLC

Sebastien De Tramasure, CFO NORAM

Date: _____

For Defendant Sodexo, Inc.

Sebastien De Tramasure, CFO NORAM

Date: _____

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For Plaintiff Rosa Hands:

Rosa Hands Date: _____

For Plaintiff Maria Ayala:



Maria Ayala Date: 12/08/2022

For Defendant SDH Services West, LLC

Sebastien De Tramasure, CFO NORAM Date: _____

For Defendant Sodexo, Inc.

Sebastien De Tramasure, CFO NORAM Date: _____

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For Plaintiff Rosa Hands:

Rosa Hands

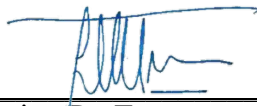
Date: _____

For Plaintiff Maria Ayala:

Maria Ayala

Date: _____

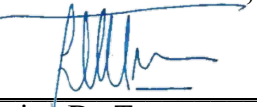
For Defendant SDH Services West, LLC



Sebastien De Tramasure, CFO NORAM

Date: 12/14/2022

For Defendant Sodexo, Inc.

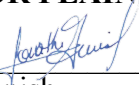


Sebastien De Tramasure, CFO NORAM

Date: 12/14/2022

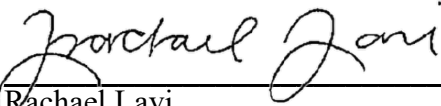
1 APPROVED AS TO FORM AND CONTENT:

2 **COUNSEL FOR PLAINTIFFS**

3 
Jonathan M. Genish
4 Blackstone Law, P.C.
5 Attorneys For Plaintiff

Date: 12/13/2022

6 **COUNSEL FOR DEFENDANT**

7 
8 Rachael Lavi
9 Littler Mendelson, P.C.
Attorneys for Defendants

Date: 12/14/2022

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EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***(Maria Ayala; Rosa Hands v. SDH Services West, LLC, et al.,
Kern County Superior Court Case No. BCV-21-101933)***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants SDH Services West, LLC and Sodexo, Inc. (“SODEXO”) for alleged wage and hour violations. The Action was filed by former SODEXO employees Maria Ayala and Rosa Hands (“Plaintiffs”) and seeks payment of allegedly unpaid wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for SODEXO at Long Beach Memorial Hospital during the Class Period (August 20, 2017 to June 30, 2021) and separated from Sodexo on June 30, 2021.

Based on SODEXO’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$_____ (less applicable taxes and withholdings)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on SODEXO’s records showing that **you worked _____workweeks** during the Class Period (“Compensable Workweeks”). In the case of any partial workweek, that workweek will be rounded to the nearest whole number, including without limitation, zero. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SODEXO to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against SODEXO.

If you worked for SODEXO during the Class Period, you have two options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, though, you will give up your right to assert the Claims against SODEXO premised on purported violations during the Class Period.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by timely submitting to the Administrator a written Request for Exclusion or another

writing with all of the requisite information identified in Section 6 of this Notice. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue the Claims against SODEXO that would otherwise be released if you did not opt-out of the Settlement.

SODEXO will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the wage claims against SODEXO that are covered by this Settlement (the Settlement Members' Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Settlement Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Compensable Workweeks Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Payment depends on how many workweeks you worked at least one day during the Class Period. The number of Compensable Workweeks you worked according to SODEXO’S records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former SODEXO employees. The Action accuses SODEXO of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest premiums (based on failure to provide lawful meal and rest periods), vested vacation wages, wages due upon separation, and timely payment of all wages and failing to provide accurate itemized wage statements and payroll records. Plaintiffs are represented by the attorneys at Blackstone Law, APC (“Class Counsel”).

SODEXO strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether SODEXO or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and SODEXO hired a well-respected private mediator in an effort to resolve the Actions by negotiating an end to the case by agreement (i.e., a settlement) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and SODEXO have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SODEXO does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SODEXO has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. SODEXO Will Pay \$600,000 as the Maximum Settlement Amount (Maximum Settlement). SODEXO has agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay, among other things, the Individual Settlement Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, SODEXO will

fund the Maximum Settlement not more than 10 business days after it receives notice that the Judgment entered by the Court has become final or the administrator provides SODEXO the information needed to transfer the funds, whichever is later. The Judgment will be final on the date upon which the time for appeal of the Court's entry of Judgment expires, or if the Judgment is timely appealed, the date of final resolution of any appeal of the Judgment.

2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$200,000 (1/3 of the Maximum Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 to each named Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. All employee and employer side payroll taxes and withholdings.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Settlement Class Members based on their Compensable Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and SODEXO are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion"), forty percent (40%) as non-wage interest and forty percent (40%) as non-wage penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes SODEXO owes on the Wage Portion will also be paid from the Maximum Settlement Amount.

Although Plaintiffs and SODEXO have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by _____, the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative that: (1) contains the Class Member's name, address, telephone number, and last four Social Security Number digits of the Class Member requesting exclusion; (2) is signed by the Class Member; and (3) is postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, and should include a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue the Claims against SODEXO.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and SODEXO have agreed that, in either case, the Settlement will be void: SODEXO will not pay any money and Class Members will not release any claims against SODEXO.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Compensable Workweeks in consultation with Class Counsel and counsel for SODEXO, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Settlement Class Members' Release. After the Judgment is final and SODEXO has fully funded the Maximum Settlement, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SODEXO and the Released Parties as defined in the Settlement Agreement for wages, statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs, based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted based on the facts and claims alleged in the operative Complaint and arising during the period from and including August 20, 2017 through June 30, 2021 for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties (including without limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and allegations alleged in the Lawsuit, including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (8) any and all corresponding claims that could have been brought under California law based on the facts and claims alleged in the operative Complaint during the Class Period, including claims for failure to pay wages (including overtime or premium wages) (the "Claims"). Except as set forth in paragraph 5.3 of this Agreement, Settlement Class Members (except Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Compensable Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Compensable Workweeks worked by each individual Settlement Class Member.
2. Workweek Challenges. The number of Compensable Workweeks you worked during the Class Period, as recorded in SODEXO's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Compensable Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SODEXO's calculation of Compensable Workweeks based on SODEXO's records as accurate unless you send copies of records containing contrary

information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel and SODEXO's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) in the amount of the Settlement Class Member's Individual Settlement Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, last four digits of your Social Security Number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded that contains the foregoing information. Be sure to personally sign your request and identify the Action as *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and SODEXO are asking the Court to approve. At least 16 court days before the Final Approval Hearing on _____, 2023, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website <https://www.kern.courts.ca.gov/>

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you

identify the Action *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.* and include your name, present address, telephone number, last four digits of your Social Security Number and approximate dates of employment for SODEXO and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department B of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via _____. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.kern.courts.ca.gov/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SODEXO and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____(url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-21-101933. You can also make an appointment to personally review court documents in the Clerk's Office at the Metropolitan Courthouse by calling (661) 868-5395.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Jonathan M. Genish
Miriam L. Schimmel
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
(310) 622-4278

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT C



Superior Court of California
County of Kern
Bakersfield Department 17

Hearing Date: 06/27/2023

Time: 8:30 AM - 12:00 PM

MARIA AYALA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE PUBLIC SIMILARLY SITUATED, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT ET AL VS SDH SERVICES WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY ET AL

BCV-21-101933

Honorable: Thomas S. Clark

Clerk: Linda K. Hall

Court Reporter:

Bailiff: Deputy Sheriff

CYNTHIA

HERNANDEZ

Interpreter:

Language Of:

PARTIES:

Not Present:

MARIA AYALA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE PUBLIC SIMILARLY SITUATED, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT	GENISH, JONATHAN M Attorney
Plaintiff	
ROSA HANDS, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE PUBLIC SIMILARLY SITUATED, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT	GENISH, JONATHAN M Attorney
Plaintiff	
SDH SERVICES WEST LLC Defendant	MESROPYAN, VAHE Attorney
SODEXO INC Defendant	MESROPYAN, VAHE Attorney

NATURE OF PROCEEDINGS: MOTION (PRE-DISPOSITION) FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Start Time: 9:09 AM

The above-entitled cause came on regularly on this date and time with parties and/or counsel appearing as reflected.

MINUTES

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MARIA AYALA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE PUBLIC SIMILARLY SITUATED, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT ET AL VS SDH SERVICES WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY ET AL

BCV-21-101933

The Court appoints Cynthia Hernandez from the Pro Tempore list as the Official Court Reporter for Motion for Preliminary Approval. Oath on file.

Appearance telephonically by courtcall by counsel Miriam Schimmel on behalf of Plaintiff(s).

Counsel Rachael Lavi appeared via audio/video communication on behalf of Defendant(s).

Matter argued by counsel and submitted.

The Court makes the following findings and orders:

Plaintiff's Motion for Preliminary Approval of Class Action Settlement - Denied without Prejudice. (Motion may be re-filed)

The Complaint filed on 08/20/21 defined the class as follows:

"All employees who worked for Defendants in the State of California at Long Beach Memorial Medical Center and whose employment ended on or around June 30, 2021."

The moving papers offer that for settlement purposes, the parties agreed to define the class as "all individuals who worked for Defendant SDH Services West, LLC at Long Beach Memorial Medical Center as a non-exempt, hourly-paid employee at any time during the period from August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021."

Sodexo is not part of the class definition in the settlement, but is a Defendant and therefore part of the class definition in the Complaint and is also part of the "Released Parties" as defined in the settlement agreement. I recommend asking counsel about this at the hearing. Namely, why should the court approve a settlement and release Defendant Sodexo, when Sodexo is not part of the settlement class definition? What legal authority would permit this?

Even though Sodexo is not part of the class definition in the settlement agreement, the proposed class notice mentions Sodexo as the employer, rather than Defendant SDH, in addressing the class, as follows:

It needs to be made clearer in all of the documents which Defendant(s) are part of the class definition and part of the settlement and release.

It also needs to be clearer in the settlement agreement and the other documentation which Defendant(s) will actually be obligated to pay the \$600,000 settlement and in what proportion (e.g. 50-50%). While the moving memorandum offer that Defendant SDH Services West is a wholly owned subsidiary of French-based company Sodexo, they are still separate companies and are not simply interchangeable. Also, while the moving memorandum touches on this, neither the Complaint, nor the declaration of attorney Miriam Schimmel nor the declaration of attorney Jonathan Genish appear to touch on this subsidiary relationship.

Yet, while this action also includes a PAGA claim, there is no mention of deducting a PAGA allocation from the gross settlement amount (e.g. \$50,000 of the \$600,000 towards PAGA penalties) Since the Complaint includes a

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MARIA AYALA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS
OF THE PUBLIC SIMILARLY SITUATED, AND ON BEHALF OF OTHER
AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT ET AL VS SDH SERVICES WEST, LLC, A
DELAWARE LIMITED LIABILITY COMPANY ET AL

BCV-21-101933

PAGA claim, the settlement has to allocate a portion of the gross settlement toward PAGA penalties, which should then be distributed 75% to the LWDA and 25% to the aggrieved PAGA employees. (See Labor Code section 2699(i)). There appears to be no mention of a PAGA allocation to be deducted from the gross settlement. There appears to be no definition for aggrieved PAGA employees, PAGA period, or similar terms in the settlement agreement either. The proposed class notice also does not seem to mention the PAGA employees or any PAGA payment allocation either.

There also does not appear to be any indication that the LWDA was served with the proposed settlement as required by Labor Code section 2699(l)(2).

See reporter's transcript for full ruling.

Clerk's minutes will be the order of the court.

Case status conference continued to 10/26/2023, at 8:15 a.m., in Department 17.

Further notice waived.

FUTURE HEARINGS:

October 26, 2023 8:15 AM Case Status Conference

Clark, Thomas S.

Bakersfield Department 17 located at 1415 Truxtun Avenue

Sheriff, Deputy

MINUTES FINALIZED BY:

LINDA HALL

ON:

6/27/2023

MINUTES

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MARIA AYALA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS
OF THE PUBLIC SIMILARLY SITUATED, AND ON BEHALF OF OTHER
AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT ET AL VS SDH SERVICES WEST, LLC, A
DELAWARE LIMITED LIABILITY COMPANY ET AL

BCV-21-101933

EXHIBIT D

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*(Maria Ayala; Rosa Hands v. SDH Services West, LLC, et al.,
Kern County Superior Court Case No. BCV-21-101933)*

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants SDH Services West, LLC ("~~SDH~~") and/or Sodexo, Inc. (~~SODEXO~~ ("~~Sodexo~~")) (together, "~~Defendants~~") for alleged wage and hour violations. The Action was filed by former ~~SODEXO~~SDH employees Maria Ayala and Rosa Hands ("Plaintiffs") and seeks payment of ~~allegedly~~unpaid wages and other relief for ~~a class of hourly, non-exempt employees ("Class Members")~~all individuals who worked for ~~SODEXO~~Defendant SDH Services West, LLC at Long Beach Memorial Hospital ~~as a non-exempt, hourly-paid employee at any time during the Class Period (period~~ August 20, 2017 ~~to through~~ June 30, 2021~~), and separated who were terminated on June 30, 2021 ("Class" or "Class Members").~~ The "Class Period" is defined as the period from ~~Sodexo on~~August 20, 2017 through June 30, 2021.

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Based on ~~SODEXO's~~SDH's records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be \$_____ (less applicable taxes and withholdings).** The actual amount you may receive likely will be different and will depend on a number of factors.

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The above ~~estimates are~~estimate is based on ~~SODEXO's~~SDH's records showing that **you worked _____workweeks during which you performed a week of work in** the Class Period ("Compensable Workweeks"). In the case of any partial workweek, that workweek will be rounded to the nearest whole number, including without limitation, zero. If you believe that you worked more ~~workweeks~~Compensable Workweeks during the Class Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to ~~Plaintiff~~Plaintiffs and Plaintiffs' attorneys (~~"Class Counsel"~~). The Court will also decide whether to enter a judgment that requires ~~SODEXO~~Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against ~~SODEXO~~Defendants.

If you worked for ~~SODEXO~~SDH during the Class Period, you have two options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment. As a Settlement Class Member, though, you will

give up your right to assert the Claimsclaims against SODEXODefendants premised on purported violations during the Class Period.

2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by timely submitting to the Settlement Administrator a written Request for Exclusion ~~or another writing~~ with all of the requisite information identified in Section 6 of this Notice. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue the Claimsclaims against SODEXODefendants that would otherwise be released if you did not opt-out of the Settlement.

SODEXODefendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment. In exchange, you will give up your right to assert the wage claims against <u>SODEXODefendants</u> that are covered by this Settlement (the Settlement Members' Released Claims) . See Section 9 of this Notice.
You Can Opt-out of the <u>Class</u> Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the <u>Class</u> Settlement by sending the <u>Settlement</u> Administrator a written Request for Exclusion. Once excluded, you will be a Non Settlement Class Member and no longer be eligible for an Individual Settlement Payment. Non Settlement Class Members and you cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Settlement Class Members Can Object to the <u>Class</u> Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt out <u>submit a valid and timely Request for Exclusion</u> ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED] . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

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You Can Challenge the Calculation of Your Compensable Workweeks	The amount of your Individual Settlement Payment depends on how many workweeks <u>Compensable Workweeks</u> you worked at least one day during the Class Period. The number of Compensable Workweeks you worked according to SODEXO'S <u>SDH'S</u> records is stated on the first page of this Notice. If you disagree with either of these numbers <u>this number</u> , you must challenge it by <u> </u> . See Section 4 of this Notice.
Written Challenges Must be Submitted by <u> </u>	

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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former SODEXOSDH employees. The Action accuses SODEXOSDH of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest premiums (based on failure to provide lawful meal and rest periods), vested vacation wages, wages due upon separation, and timely payment of all wages and failing to provide accurate itemized wage statements and payroll records. Plaintiffs are represented by the attorneys at Blackstone Law, APC ("Class Counsel").

SODEXOSDH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether SODEXOSDH or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and SODEXOSDH hired a well-respected private mediator in an effort to resolve the ~~Actions~~Action by negotiating an end to the case by agreement (i.e., a settlement) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Settlement" or "Settlement Agreement") and agreeing to jointly ask the Court to enter a judgment ending the ~~Actions~~Action and enforcing the Settlement Agreement, Plaintiffs and SODEXOSDH have negotiated the proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SODEXOSDH does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SODEXOSDH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. SODEXOSDH Will Pay ~~\$600,000~~616,860 as the "Maximum Settlement Amount (Maximum Settlement). SODEXO'S SDH has agreed to deposit the Maximum Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Maximum Settlement Amount to pay, among other things, the Individual Settlement Payments, Class Representative Service

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~~Payments~~Awards, Class Counsel's attorney's fees and expenses, and the Settlement Administrator's fees and expenses. Assuming the Court grants Final Approval, ~~SODEXOSDH~~ will fund the Maximum Settlement Amount not more than 10 business days after it receives notice that the Judgment entered by the Court has become final or the ~~administrator~~Settlement Administrator provides ~~SODEXOSDH~~ the information needed to transfer the funds, whichever is later. The Judgment will be final on the date upon which the time for appeal of the Court's entry of Judgment expires, or if the Judgment is timely appealed, the date of final resolution of any appeal of the Judgment.

2. Court Approved Deductions from the Maximum Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$200,000 (~~1/3 of the Maximum Settlement~~) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 to each named Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement ~~Payment~~Payments.
- C. Up to \$10,000 to the Settlement Administrator for services administering the Settlement.

~~D. All employee and employer side payroll taxes and withholdings.~~

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Settlement Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Maximum Settlement Amount (the "Net Settlement Amount") by making Individual Settlement Payments to Settlement Class Members based on their Compensable Workweeks.

4. Taxes Owed on Individual Settlement Payments to Settlement Class Members. Plaintiffs and ~~SODEXOSDH~~ are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages ("Wage Portion"), forty percent (40%) as non-wage interest, and forty percent (40%) as non-wage penalties (~~("together, "Non-Wage Portion")~~). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes ~~SODEXOSDH~~ owes on the Wage Portion will also be paid from the Maximum Settlement Amount. The Non-Wage Portion is not subject to withholdings and will be reported on IRS 1099 Form (if applicable).

Although Plaintiffs and ~~SODEXOSDH~~ have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payments are taxable or

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how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Individual Settlement Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- ~~6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by _____, the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative that: (1) contains the Class Member's name, address, telephone number, and last four Social Security Number digits of the Class Member requesting exclusion; (2) is signed by the Class Member; and (3) is postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, and should include a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue the Claims against SODEXO.~~

- ~~7.6.~~ The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and SODEXO Defendants have agreed that, in either case, the Settlement will be void: SODEXO Defendants will not pay any money and Class Members will not release any claims against SODEXO Defendants.

- ~~8.7.~~ Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion, Notices of Objection, and challenges to Compensable Workweeks. The Administrator will also decide Class Member Challenges over Compensable Workweeks in consultation with Class Counsel and counsel for SODEXO, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

- ~~9.~~ Settlement Class Members' Release. After the Judgment is final and SODEXO has fully funded the Maximum Settlement, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SODEXO and the Released Parties

as defined in the Settlement Agreement for wages, statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs, based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class Members will be bound by the following release:

8. ~~All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from~~ Upon the Effective Date, and upon the Settlement Administrator's receipt of the Maximum Settlement Amount from Defendants, Plaintiffs and all Class Members who have not timely opted out of the settlement shall release Defendants and their insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners, trustees, directors, officers, clients, agents, servants and employees, past and present and each of them ("Released Parties") of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have been asserted or that might have been asserted based on the facts and claims alleged in the operative Complaint and arising during the period from and including August 20, 2017 through June 30, 2021 for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties (including without limitation waiting time penalties under Labor Code section 203), restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery based on or arising out of the claims and allegations alleged in the Lawsuit, including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (8) any and all corresponding claims that could have been brought under California law based on the facts and claims alleged in the operative Complaint during the Class Period, including claims for failure to pay wages (including overtime or premium wages) (the "Claims"). ~~Except as set forth in paragraph 5.3 of this Agreement, Settlement Class Members (except Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~

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4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Compensable Workweeks ~~worked by for~~ all Settlement Class Members, and (b) multiplying the result by the number of Compensable Workweeks worked by each individual Settlement Class Member. Any Class Member who previously settled and released their claims in the matter of Geoffrey Gross and Leonard Pinckney v. Sodexo, Inc., et al., Kern County Superior Court Case No. BCV-18-101746, will have their

workweeks released in that settlement excluded from their payout calculation in this matter.

2. WorkweekCompensable Workweeks Challenges. The number of Compensable Workweeks you worked during the Class Period, as recorded in SODEXO'sSDH's records, are stated on the first page of this Notice. You have until to challenge the number of Compensable Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept SODEXO'sSDH's calculation of Compensable Workweeks based on SODEXO'sSDH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve WorkweekCompensable Workweeks challenges based on your submission and on input from Class Counsel and SODEXO's Counsel.SDH's counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) in the amount of the Settlement Class Member's Individual Settlement Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE ~~CLASS~~ SETTLEMENT?

Submit a written ~~and signed letter with request to opt out of, or exclude oneself from the Settlement ("Request for Exclusion"). A Request for Exclusion must: (1) contain~~ your name, ~~present~~ address, telephone number, ~~and~~ last four digits of your Social Security Number; ~~(2) be signed by you; and a simple statement that you do not want to participate in~~ (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded that contains the foregoing information. Be sure to personally sign your request and identify the Action as *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.* You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded Request for Exclusion by** , **or it will be invalid.** Section 9 of ~~the~~this Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and ~~SODEXO~~Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing on ~~2023~~2024, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation and Expenses and Class Representative Service PaymentsAwards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs and expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service PaymentsAwards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website (url) or the Court's website <https://www.kern.courts.ca.gov/>

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A Settlement Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval, and/or Motion for Attorneys' Fees, Litigation and Expenses and Class Representative Service PaymentsAwards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections ("Notice of Objection") to the Settlement Administrator is _____.** Be sure to tell _____ . A Notice of Objection must: (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator what you object to, why you object, and any facts that support your objection at the specified address. Make sure you identify the Action *Maria Ayala; Rosa Hands v. SDH Services West, LLC., et al.* and include your name, present address, telephone number, last four digits of your Social Security Number and approximate dates of employment for SODEXO and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

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Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department B17 of the Kern County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, CA 93301. At the Final Approval Hearing, the judgeJudge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://www.kern.courts.ca.gov/online-services/remote-court-hearings>). Check the Court's website for the most current information.

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It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.kern.courts.ca.gov/>([\[redacted\]](#)), beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

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9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything ~~SODEXO~~Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at (url): [redacted]. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case Number for the Action, Case No. BCV-21-101933. You can also make an appointment to personally review court documents in the Clerk's Office at the Metropolitan ~~Courthouse~~Division Justice Building by calling (661) 868-~~5395~~3588.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Jonathan M. Genish
Miriam L. Schimmel
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
(310) 622-4278

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.