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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ANTOINETTE FERNANDEZ, AND SAMANTHA SHAUNEE BROWN, individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

ARAMARK UNIFORM & CAREER APPAREL, LLC, now known as VESTIS SERVICES, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendant.

Case No. 2:23-cv-07711-CAS-PD

STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

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This Stipulation of Settlement ("Stipulation" or "Settlement") is made and entered into, as of the date set forth below, between Plaintiffs Antoinette Fernandez ("Fernandez"), as an individual, and Samantha Shaunee Brown, as an individual, and each as a representative of the proposed Class described herein and as representative of the State of California (together, "Plaintiffs"), and Defendant Vestis Services, LLC (formerly known as Aramark Uniform & Career Apparel, LLC) ("Defendant"), who are parties to the above-captioned litigation (together, the "Parties").

1. DEFINITIONS

1.1 "Action" means the above-captioned action, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, Central District of California Case No. 2:23-cv-07711-CAS-PD.

1.2 "Actions" means this Action, *Brown v. Western First Aid & Safety*, Central District of California Case No. 2:24-cv-06238 and *Brown v. Western First Aid & Safety, et al.*, Los Angeles Superior Court Case No. 24STCV26077.

1.3 "Class Counsel" means Kane Moon, Lilit Ter-Astvatsatryan, and Michael Citrin of Moon Law Group, P.C.; Natalie Haritoonian, and Matthew J. Carraher of D.LAW, Inc.; and Taras Kick of The Kick Law Firm, APC.

1.4 "Class Data" means a confidential spreadsheet that includes, for each Settlement Class Member, their name, last known address, social security number, and number of Eligible Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on Defendant's personnel and payroll records and provided in a format acceptable to the Settlement Administrator.

1.5 "Class Settlement Period" means the time period from July 12, 2020, through and including the Preliminary Approval Date, subject to section 3.3.2.

1.6 "Class Representatives" or "Plaintiffs" means Plaintiff Antoinette Fernandez and Plaintiff Samantha Shaunee Brown.

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1.7 "Class Representative's Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code Section 1542, by each Class Representative, arising at any time up to and including the date on which the Court enters the Order of Final Approval, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. Each Class Representative's Released Claims also include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee

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Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their implementing regulations and interpretive guidelines; any and all claims for monetary recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete and general release to the maximum extent by law. Notwithstanding the foregoing, the release of each Class Representative's Released Claims does not include any claim or right that is not waivable as a matter of law.

1.8 "Court" means the United States District Court, Central District of California.

1.9 "Defendant's Counsel" means Eric Meckley, Sarah Zenewicz and Thomas Duda of Morgan, Lewis & Bockius LLP.

1.10 "Effective Date" means the latest of: (i) provided that no appeal from the Final Approval Order is filed, the day after the deadline for any appeals expires; (ii) if an appeal from the Final Approval Order is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; and (iii) if an appeal of the Final Approval Order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the Final Approval Order can be requested.

1.11 "Eligible Workweeks" shall mean the workweeks that each Settlement Class Member worked for Defendant in California and were assigned to the Riverside Market Center or the Western First Aid & Safety division during the Class Settlement Period.

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1.12 "Eligible Pay Periods" shall mean the pay periods that each PAGA Member worked for Defendant in California and were assigned to the Riverside Market Center or the Western First Aid & Safety division during the PAGA Settlement Period.

1.13 "Enhancement Award" means the total amount approved by the Court to be paid to each Class Representative, in recognition of her efforts in coming forward as a Class Representative and as consideration for a full, general, and comprehensive release of each Class Representative's Released Claims, which shall be in addition to her portion of the Net Settlement Amount.

1.14 "Final Approval Date" means the date on which the Court enters the Order of Final Approval.

1.15 "Final Approval Hearing" means a hearing set by the Court, to take place on a date established by the Court, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated Settlement pursuant to class action procedures and requirements; (ii) determining the amount of the award of attorneys' fees and costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to each Class Representative; and (iv) entering the Judgment.

1.16 "Gross Settlement Amount" shall mean the amount that Defendant will pay in settlement of this matter. The Gross Settlement Amount includes all awards of attorneys' fees and costs to Class Counsel, Settlement Administration Costs, Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA), and payments to the Participating Class Members. The employer payroll taxes owed on the wage portions of the Individual Settlement Payments to Participating Class Members shall be paid separately from and in addition to the Gross Settlement Amount.

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1.17 "Individual PAGA Payment" means the individual amounts paid from the PAGA Payment to the individual PAGA Members for settlement of claims for civil penalties under PAGA.

1.18 "Individual Settlement Payment" means the settlement amount due to each Participating Class Member from the Net Settlement Amount.

1.19 "LWDA" means the California Labor and Workforce Development Agency.

1.20 "LWDA PAGA Payment" means the payment to the LWDA from the PAGA Payment for settlement of claims for civil penalties under PAGA.

1.21 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Awards.

1.22 "Notice of Settlement" means the document provided to Settlement Class Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**, and which will be translated into Spanish by the Settlement Administrator and also be distributed to Settlement Class Members.

1.23 "PAGA" means the California Labor Code's Private Attorneys General Act.

1.24 "PAGA Members" means Settlement Class Members who worked at least one Eligible Pay Period during the PAGA Settlement Period.

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

1.26 "PAGA Settlement Period" means the period from July 12, 2022, through the Preliminary Approval Date.

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1.27 "Participating Class Members" means the Settlement Class Members who do not timely request to be excluded from the class portion of the settlement. No claim form is required for a Settlement Class Member to become a Participating Class Member.

1.28 "Preliminary Approval Date" means the date the Court enters the Order preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

1.29 "Qualified Settlement Fund" means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

1.30 "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted in the Actions, and all claims that could have been asserted arising from the same alleged facts in the Third Amended Complaint filed in the *Fernandez* Federal Action, including causes of action for or based on (1) failure to pay minimum wages (Lab. Code §§ 204, 1194, 1194.2, and 1197), (2) failure to pay overtime, including based upon miscalculation of the correct regular rate of pay (Lab. Code §§ 510, 1194, and 1198), (3) failure to provide meal periods and associated premiums, including at the correct regular rate of pay (Lab. Code §§ 204, 223, 226.7, 512 and 1198), (4) failure to provide rest periods and recovery periods and associated premiums, including at the correct regular rate of pay (Lab. Code §§ 204, 223, 226.7 and 1198), (5) failure to reimburse business expenses (Lab. Code §§ 2800 and 2802), (6) failure to timely pay final wages at termination (Lab. Code §§ 201, 202, 203), (7) failure to provide accurate written wage statements and failure to keep required payroll records (Lab. Code §§ 226, 226.2, 226.3, 1174, 1174.5), (8) failure to pay vacation wages (Lab. Code § 227.3); (9) failure to pay sick leave (Lab. Code §§ 245-249); and (10) unfair competition based on the same alleged Labor Code violations (Bus. & Prof. Code §§ 17200 *et seq*.); and all claims for attorneys' fees and costs based on the foregoing.

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1.31 "Released PAGA Claims" means all claims for civil penalties under PAGA asserted in the *Fernandez* Federal Action based on the same alleged causes of action and facts in the Third Amended Complaint and Plaintiffs' PAGA letters, including but not limited to claims for violations of the California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802 and the applicable Industrial Welfare Commission Wage Order.

1.32 "Released Parties" means all named Defendants in the Actions (Aramark Uniform & Career Apparel, LLC; Vestis Services, LLC; Vestis Corporation; Vestis Group, Inc.; Western First Aid & Safety; and Katie Hall) and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities' respective past and present directors, officers, employees, partners, shareholders, members and representatives.

1.33 "Response Deadline" means forty-five (45) calendar days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be extended by fourteen (14) calendar days.

1.34 "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator's responsibilities outlined in this Stipulation.

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1.35 "Settlement Administrator" means APEX Class Action Administration Solutions ("APEX") shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.36 "Settlement Class" or "Settlement Class Members" means all current and former non-exempt employees in California since July 12, 2020, who were assigned to work at the Riverside Market Center or the Western First Aid & Safety division.

2. RECITALS

2.1 Background and Procedural History

2.1.1 On July 10, 2023, Fernandez submitted a notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

2.1.2 On July 12, 2023, Fernandez filed a putative wage and hour class action against Defendant in Los Angeles County Superior Court, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, Case No. 23STCV16346, alleging causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices (the "*Fernandez* Class Action")

2.1.3 On September 15, 2023, Defendant removed the *Fernandez* Class Action to the Central District of California as Case No. 2:23-cv-07711.

2.1.4 On October 25, 2023, Fernandez filed a First Amended Complaint in the *Fernandez* Class Action, which dropped the eighth cause of action for unfair business practices.

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2.1.5 On October 26, 2023, Fernandez filed a Representative Action Complaint in Los Angeles County Superior Court, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, Case No. 23STCV26252, alleging causes of action for (1) Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*) based on the following alleged violations of the California Labor Code: failure to (a) pay minimum wages and/or overtime wages for all hours worked, (b-c) provide meal or rest periods, (d) indemnify necessary expenses, (e) timely pay wages upon termination, (f) maintain accurate records, and (g) provide compliant wage statements (the "*Fernandez* PAGA Action").

2.1.6 On June 20, 2024, Plaintiff Samantha Shaunee Brown ("Brown") filed a putative class action complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety*, Case No. 24STCV15418. Brown's original complaint alleged causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay accrued vacation time; (6) failure to provide compliant wage statements; (7) failure to timely pay final wages; (8) failure to timely pay all wages; (9) failure to maintain payroll records; (10) failure to reimburse business expenses; and (11) unfair competition (the "*Brown* Class Action").

2.1.7 Also on June 20, 2024, Brown submitted a notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

2.1.8 On July 24, 2024, Defendant removed the *Brown* Class Action to the Central District of California as Case No. 2:24-cv-06238.

2.1.9 On August 12, 2024, Brown filed a First Amended Complaint in the *Brown* Class Action, dropping the eighth and ninth causes of action for failure to timely pay all wages and failure to maintain payroll records.

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2.1.1 On October 8, 2024, Brown filed a Representative Action Complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety, et al.*, Los Angeles Superior Court Case No. 24STCV26077, for civil penalties under PAGA based on the following alleged violations of the California Labor Code: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period liability; (4) rest break liability; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay wages during employment; (7) failure to pay wages owing at employment termination; and (8) failure to reimburse necessary business expenses (the "*Brown* PAGA Action").

2.1.2 On December 2, 2024, the Los Angeles County Superior Court deemed the *Fernandez* PAGA Action and *Brown* PAGA Action related, with the *Fernandez* PAGA Action as the lead case.

2.1.3 On February 10, 2025, this Court consolidated the *Fernandez* Class Action and the *Brown* Class Action.

2.1.4 On February 27, 2025, Brown filed a Second Amended Complaint in the *Brown* Class Action, dropping the cause of action for unfair competition.

2.1.5 On October 21, 2025, following an exchange of pertinent documents and data, the Parties completed a daylong private mediation with experienced wage and hour mediator, Eve Wagner, and reached a settlement in principle to resolve all outstanding matters in the *Fernandez* Class Action, *Fernandez* PAGA Action, *Brown* Class Action, and *Brown* PAGA Action.

2.1.6 On February 4, 2026, the Los Angeles County Superior Court dismissed the *Fernandez* PAGA Action without prejudice.

2.1.7 On February 20, 2026, Plaintiffs jointly filed a Second Amended Complaint ("SAC") in the *Fernandez* Class Action, adding a claim for PAGA penalties to this case, and making the *Fernandez* Class Action SAC inclusive of all

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claims originally raised in the *Fernandez* Class Action, *Fernandez* PAGA Action, *Brown* Class Action, and *Brown* PAGA Action.

2.1.8 On February 27, 2026, Fernandez submitted an amended notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

2.1.9 On May 11, 2026, Plaintiffs filed a Third Amended Complaint to add the erroneously omitted cause of action for failure to pay sick leave.

2.1.10 On May 22, 2026, Brown submitted an amended notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

2.2 **Benefits of Settlement**

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

2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to the Settlement Class against the expenses and length of continued proceedings that would be necessary to prosecute the Action against Defendant through class certification, through manageability motions, summary judgment, trial and possible appeals. Class Counsel has also taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as class and representative actions, as well as the difficulties and delay inherent in such litigation.

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As a result, Class Counsel has determined that the settlement set forth in this Stipulation of Settlement is in the best interests of the Settlement Class.

2.2.3 Defendant and the Released Parties specifically and generally deny any and all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than Settlement, the Action is not appropriate for class or representative action treatment. Nonetheless, Defendant have concluded that further conduct of the Action would be protracted, distracting, and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in this Stipulation.

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

3. SETTLEMENT TERMS

3.1 **Stay and Dismissals.** The Parties stipulate and agree that for settlement purposes only, Defendant consented to the filing an amended consolidated complaint in the *Fernandez* Class action that consolidates the claims, legal allegations, and factual allegations pled in the Actions, and as otherwise necessary to effectuate the Releases in this Settlement Agreement, and to personal and subject matter jurisdiction in the Court. The Parties agree to stay the Actions except for any actions

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necessary to obtain approval of this Settlement. If, for any reason, the Court does not grant preliminary or final approval of the settlement, or the Effective Date of the Agreement is not triggered, the consolidated complaint shall be stricken, the operative complaints on file in the Actions immediately prior to the date of the mediation shall be the operative complaints, and the Parties will return to the status quo in each court prior to the mediation. Within five (5) calendar days of the Effective Date, Brown will dismiss the *Brown* Class Action and the *Brown* PAGA Action.

3.2 **Conditional Class Certification.** The Parties stipulate, for settlement purposes only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any other reason, the Settlement Class will be decertified and Defendant shall, and hereby do, retain the right to dispute the appropriateness of class certification.

3.3 **Gross Settlement Amount.**

3.3.1 Gross Settlement Amount: Defendant shall pay a non-reversionary amount not to exceed Four Hundred and Eighty-Eight Thousand Six Hundred Thirty Dollars and Zero Cents ($488,630.00) as the Gross Settlement Amount to resolve the Action on a class and representative basis, subject to section 3.3.2. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys' fees and costs, Enhancement Award, Settlement Administration Costs, the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating Class Members. Notwithstanding the foregoing, in addition to the Gross Settlement Amount, Defendant will pay the employer's portion of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages.

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3.3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement Period: Defendant identified approximately 45,330 workweeks in the Class Settlement Period. In the event that the actual number of workweeks in the Class Settlement Period exceeds 45,330 by more than 10% (*i.e.*, more than 49,863 total workweeks), then at Defendant's option in its sole discretion, either (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% that the actual number of workweeks exceeds the 45,330 estimate (*e.g.*, if the actual workweeks during the Class Settlement Period are 50,316, which is 11% greater than the estimated number of workweeks, then the Gross Settlement Amount increases by 1% to $493,516.30); or (b) the Class Settlement Period shall end as of the date the workweeks during the Class Settlement Period reach 49,863 workweeks. Defendant agrees to inform Plaintiffs and Plaintiffs' Counsel what option it will exercise when it transmits the Class Data to the Settlement Administrator pursuant to 4.2.1.

3.4 **Allocation of Gross Settlement Amount**

3.4.1 Class Representative Enhancement Award: Each Class Representative Enhancement Award, which is in addition to each Class Representative's Individual Settlement Payment from the Net Settlement Amount and Individual PAGA Payment, will, subject to Court approval, be paid out of the Gross Settlement Amount in an amount totaling no more than Twenty Thousand Dollars and Zero Cents ($20,000.00) of which Ten Thousand Dollars and Zero Cents ($10,000.00) shall be available for each Class Representative as consideration for each Class Representative's service and assistance to the Class. Any amount of the total Class Representative Enhancement Award that is not awarded by the Court shall be added to the Net Settlement Amount.

3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an award of reasonable attorneys' fees not to exceed one third of the Gross Settlement Amount, One Hundred Sixty Two Thousand Eight Hundred Seventy Six

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and Sixty Seven Cents ($162,876.67), and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket costs incurred in the Action up to an additional Thirty-Five Thousand Dollars and Zero Cents ($35,000.00), according to proof incurred, to be paid out of the Gross Settlement Amount. Defendant reserves the right to challenge Class Counsel's request for fees and costs if the requests exceed the parameters established by this Stipulation. The Settlement Administrator shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on the fees and costs award. Any amount of Class Counsel's requested fees and costs that is not awarded by the Court shall be added to the Net Settlement Amount. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Defendant or the Released Parties except as expressly provided herein.

3.4.3 Settlement Administrator Costs: The Settlement Administration Costs incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated not to exceed Ten Thousand Nine Hundred Ninety Dollars and Zero Cents ($10,990.00)Under no circumstances will Defendant be required to contribute additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of administering the Settlement, including all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with translating the Notice of Settlement into Spanish; all costs and fees associated with preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement Class Members; all costs and fees associated with

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communicating with Settlement Class Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Stipulation, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering payments due under this Stipulation; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation. Any amount of Settlement Administration Costs that is not awarded by the Court shall be added to the Net Settlement Amount.

3.4.4 Individual Settlement Payments to Participating Class Members: Each Participating Class Member will be entitled to receive an Individual Settlement Payment, which will be paid out of the Net Settlement Amount. The amount of each Individual Settlement Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each Participating Class Member worked during the Class Settlement Period using the following formula: Individual Settlement Payment = individual Eligible Workweeks ÷ all Participating Class Member Eligible Workweeks × Net Settlement Amount. There is no need for a Participating Settlement Class Member to submit a claim form in order to be eligible for and to receive an Individual Settlement Payment. To determine each Settlement Class Member's estimated "Individual Settlement Payment" to be included in the Class Notice, the Settlement Administrator will use the following formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all Settlement Class Member Eligible Workweeks × estimated Net Settlement Amount. The Parties recognize that the Individual Settlement Payments to be paid to Participating Class

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Members reflect settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

3.4.5 PAGA Payment: A total amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount ($37,500.00) will be the LWDA PAGA Payment to paid to the LWDA and the remaining twenty-five (25%) of this amount ($12,500.00) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA Settlement Period.

3.5 **Taxation**

3.5.1 Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects compromise of a claim for interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings (for the employee portion only), and will be reported on an IRS Form W-2 to the extent required by law. The Settlement Administrator shall make appropriate tax withholdings from the portion of each Individual Settlement Payment designated as unpaid wages, and shall pay the employer portion of payroll taxes with funds separate from the Gross Settlement Amount to be furnished by Defendant. Participating Class Members will be responsible for paying all other taxes due on their Individual Settlement Payments.

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

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

3.5.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of this section, the "acknowledging party" and each Party to this Stipulation other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Stipulation, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any

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communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

3.6 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Stipulation of Settlement.

3.7 **Releases**

3.7.1 Class Representative's Release. Upon Final Approval, each Class Representative shall be deemed to have fully, finally, and forever released the Released Parties from all Class Representative's Released Claims through the Final Approval Date. Each Class Representative may hereafter discover claims or facts in

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addition to, or different from, those which she now knows or believes to exist, but each Class Representative expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Stipulation. Each Class Representative shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had relating to each Class Representative's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Notwithstanding the foregoing, each Class Representative does not waive or release any claim which cannot be waived or released by private agreement or law. Further, nothing in this Stipulation shall prevent each Class Representative from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the United States Security and Exchange Commission ("SEC"), the Occupational Safety and Health Administration ("OSHA"), the United States Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department ("CRD"), formerly known as the Department of Fair Employment and Housing ("DFEH"), the National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Each Class Representative, however, understands that by signing this Stipulation, she waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, CRD, or any other

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state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

3.7.2 Participating Class Member Release. As of the Effective Date, all Participating Class Members fully and finally release the Released Parties from the Released Class Claims that arose during the Class Settlement Period.

3.7.3 PAGA Member Release. As of the Effective Date, Plaintiffs, as representatives of the State of California, on behalf of the LWDA and as representatives of the PAGA Members, fully and finally release the Released Parties from the Released PAGA Claims for the PAGA Settlement Period.

4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION

4.1 Preliminary Approval

4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and exhibit thereto for preliminary approval by the Court. Class Counsel will prepare and file the motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior review and approval. Plaintiffs will provide the motion for preliminary approval and supporting papers to Defendant for their review and approval at least seven (7) calendar days before filing. In the event that any party is required to file supplemental papers in support of settlement approval, the submitting party will provide the draft supplemental papers to the other party for its review and approval at least seven (7) calendar days before filing to the extent feasible.

4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing of the motion for preliminary approval, Plaintiffs will provide notice of the proposed Settlement to the LWDA.

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4.1.3 Within ten (10) days of Plaintiffs' filing of the Motion for Preliminary Approval, Defendant will prepare and serve a CAFA Notice on the Attorney General of the United States, the Secretary of the Department of Labor, and the attorneys general of all states in which Settlement Class Members reside, as specified by 28 U.S.C. § 1715.

4.1.4 The Court's preliminary approval of this Settlement shall be embodied in an order certifying the Class for settlement purposes only, preliminarily approving the Settlement and providing for Notice of Settlement to be mailed to the Class in materially the same format attached hereto as **Exhibit 1** in English and Spanish, and setting the date for the Final Approval Hearing. The Notice of Settlement shall advise Settlement Class Members of their options, which include filing an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable).

4.2 **Notice**

4.2.1 Delivery of Class Data: No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator shall maintain the Class Data, and all data contained within the Class Data, as private and confidential and shall not disclose such data to any persons or entities, unless otherwise required by law. The information in the Class Data is being supplied solely for purposes of the administration of the settlement and cannot be used by the Settlement Administrator or any agent or representative of the Settlement Administrator for any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with the U.S. Postal Service National Change of Address Database and update any addresses for the Settlement Class Members.

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4.2.2 Notice By First-Class Mail. Within fourteen (14) calendar days of the receipt of the Class Data, the Settlement Administrator will send via United States first class mail the Notice of Settlement in English and Spanish to the Settlement Class Members. If any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's social security number within three (3) court days of receiving the undeliverable notice in an effort to attempt to ascertain the current address of the Settlement Class Member. If such an address(es) is ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within three (3) court days of obtaining the skip-trace results. If alternative addresses are obtained for a Settlement Class Member, the Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative addresses.

4.3 **Opt-Out Requests**

4.3.1 Settlement Class Members, except for each Class Representative, will have until the Response Deadline within which to opt out of the class portion of this Settlement; however, exercising this option has no effect on the PAGA portion of this settlement. PAGA Members will be mailed an Individual PAGA Payment and be bound by the release of the Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the Response Deadline, include the case name and number, the Settlement Class Member's name, address, and last four of their social security number, must be signed by the Settlement Class Member, and must reasonably communicate the Settlement Class Member's election to be excluded from the class Settlement.

4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out Request shall be deemed a Participating Class Member and bound by this

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Settlement including the Participating Class Member Release. Settlement Class Members who timely submit an executed Opt-Out Request will not be bound by the Participating Class Member Release and will not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement Class Members of their ability to opt-out of the class portion of the Settlement and of the consequences thereof, and further inform them that they cannot opt out of the PAGA settlement. Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an Opt-Out Request.

4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the Objection invalid and the individual will not be deemed a Participating Class Member.

4.4 **Objections.** Participating Class Members, except for each Class Representative, may object to the Settlement remotely at the Final Approval Hearing and/or in writing. Participating Class Members, except for each Class Representative, will have until the Response Deadline to file a written objection to the Court. Only Settlement Class Members who have not filed an Opt-Out Request (i.e., Participating Class Members) may object to the Settlement. The written objection should be mailed or filed with the Court, include the case number and name of this case, state the Participating Class Member's name and address and describe the reason(s) why the Participating Class Member objects to the Settlement and include or attach any documents upon which the objection is based. The Parties and their counsel agree that they will not solicit, encourage, counsel or advise any individual to object to the Settlement.

4.5 **Eligible Workweek and Eligible Pay Period Disputes.** Participating Class Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class Settlement Period or PAGA Settlement Period than

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stated on their Notice of Settlement. Participating Class Members and PAGA Members may do this by submitting information to the Settlement Administrator in writing no later than the Response Deadline. The Settlement Administrator will jointly work with Class Counsel and Defendant's Counsel to resolve the dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay Periods to be credited to that Participating Class Member or PAGA Member, the Court shall make the final decision based on the information presented by the Class Member or the PAGA Member and the Parties.

4.6 **Certification Reports by the Settlement Administrator.** The Settlement Administrator will, on a weekly basis during and for a reasonable period following distribution of the Notice of Settlement, provide updates to Class Counsel and Defendant's Counsel as to the number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. Copies of all Opt-Out Requests, Objections, and disputes shall be provided to the Parties' counsel within two (2) court days of receipt by the Settlement Administrator. To the extent practicable, the weekly updates shall also provide updated data on the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts. The Settlement Administrator will provide the Parties with a declaration setting forth the results of the settlement administration no later than five (5) court days after the end of the Opt-Out period. The Settlement Administrator will provide a draft declaration for review and comment prior to finalizing it.

4.7 **Nullification of Settlement.** Defendant shall have the sole right to void and withdraw from this Settlement if at any time prior to the Final Approval Date: (a) three percent (3%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b) the Settlement is construed in such a fashion that Defendant would be required to pay more than the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes; or (c) the Court does

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not certify the Settlement Class, or does not certify a class releasing all of the Released Class Claims defined in this Stipulation, or does not approve the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an order inconsistent with any of the material terms (as determined by Defendant) of this Settlement; or (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiffs or Class Counsel materially breach the Settlement.

4.8 **Final Approval and Entry of Final Judgment**

4.8.1 Prior to the Final Approval Hearing, Plaintiffs will move the Court for entry of an "Order of Final Approval" and associated entry of Judgment: (a) certifying the Settlement Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the best interests of the Participating Class Members, (c) approving the PAGA Payment to the LWDA and the PAGA Members; (d) approving Class Counsel's application for an award of attorneys' fees and costs, (e) approving each Class Representative's application for an Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs, and (g) releasing and barring any further Released Class Claims by Participating Class Members and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiffs will provide the motion for final approval and supporting papers to Defendant's Counsel for its review and approval at least seven (7) calendar days before filing. In the event that any party is required to file supplemental papers in support of settlement approval, the submitting party will provide the draft supplemental papers to the other party for its review and approval at least seven (7) calendar days before filing to the extent feasible. The Parties and their respective counsel shall make all reasonable efforts to secure entry of the Order of Final Approval. The proposed Order of Final Approval and the associated proposed

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Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed by the Court.

4.8.2 Each Class Representative and Class Counsel shall be responsible for justifying the amount of the Enhancement Award and attorneys' fees and costs to the Court, and they agree to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than the amount requested for the Enhancement Award for each Class Representative, only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant under this Stipulation.

4.8.3 If an appeal results in an order materially modifying, setting aside, or vacating any portion of the Stipulation, with the exception of any modification of the amount of attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award paid to each Class Representative, each party adversely impacted by the order shall have the right to treat such order as an event preventing Final Approval. To exercise this right, the party must inform the other party and the Settlement Administrator, in writing, of the exercise of this right, within ten (10) calendar days of receiving notice of any order modifying, setting aside, or vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such order as an event permanently preventing Final Approval, that Party must meet and confer in good faith with the other Party to determine if an agreement can be reached modifying this Settlement to the mutual satisfaction of the Parties.

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

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

4.9 **Funding and Distribution of the Settlement Proceeds**

4.9.1 Within twenty-one (21) calendar days after the Effective Date or within seven (7) calendar days of the Settlement Administrator providing all information necessary for Defendant to transfer funds to the Qualified Settlement Fund, whichever is later, Defendant shall pay the Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the Settlement Administrator.

4.9.2 Within fifteen (15) calendar days after Defendant fund the Qualified Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel, and the court-approved Enhancement Award to each Class Representative.

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4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of all distributions from the Qualified Settlement Account and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

4.9.4 Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court, Class Counsel and Defendant's Counsel.

4.10 **Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance, funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA Member does not cash or deposit his or her settlement payment check(s) within one-hundred eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be binding on that Participating Class Member or PAGA Member. After the 180 days has expired, the Settlement Administrator shall void the uncashed settlement checks and the amount of the uncashed settlement payments shall be transmitted to the State of California, to be held and disposed of by the Controller in accordance with California's Unclaimed Property Law for the benefit of the Participating Class Members and PAGA Members who did not cash the settlement checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue," as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they timely cash their Individual Settlement Payments.

5. MISCELLANEOUS PROVISIONS

5.1 **This Settlement is Fair, Adequate and Reasonable**. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

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5.2 **Invalidity of Any Provision**. Before declaring any provision of this Stipulation invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation valid and enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal, or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid, lawful, and enforceable.

5.3 **No Admission.** Neither the acceptance nor the performance by Defendant of the terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs, Settlement Class Members and/or PAGA Members in the Action, or of any liability or guilt of Defendant or the Released Parties in the Action. Nothing in this Stipulation shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, or any other person, and Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, PAGA Members and any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

5.4 **Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become

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necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

5.5 **Privacy of Documents and Information.** Plaintiffs and Class Counsel agree that none of the documents and information provided to them by Defendant in connection with the Action and this Settlement shall be used for any purpose (including on any mailing lists or in any other litigation) other than this Settlement of the Action.

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

To the Class Counsel:

Kane Moon
Lilit Ter-Astvatsatryan
Michael Citrin
MOON LAW GROUP, PC
725 S. Figuroa Street, 31st Floor
Los Angeles, CA 90017

Natalie Haritoonian
Matthew J. Carraher
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
Phone: (310) 395-2988
Fax: (310) 395-2088

To Defendant's Counsel:

Eric Meckley
Sarah Zenewicz
Morgan, Lewis & Bockius LLP
600 Montgomery Street, Suite 2300
San Francisco, California 94111-2725

Thomas Duda
Morgan, Lewis & Bockius LLP

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1400 Page Mill Road
Palo Alto, CA 94304

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

5.8 **Publicity.** Neither Plaintiffs nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the terms of the settlement confidential except for purposes of communicating with Plaintiffs only. Plaintiffs understand that prior to the filing of a motion for preliminary approval, the Settlement is confidential and agrees to keep it confidential. From and after preliminary approval of the settlement, Plaintiffs and Class Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as class counsel, communicate regarding the specific terms of the settlement. In all other cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as class counsel, including but not limited to, communicating with Settlement Class Members regarding the settlement, and nothing shall prohibit Class Counsel from referring to the settlement in adequacy of counsel declarations or related court filings.

5.9 **No Exclusion by Class Representative.** Each Class Representative, by signing this Stipulation, is bound by the terms herein and further agrees not to request to be excluded from the Settlement and not to object to any terms of this Stipulation.

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Any such request for exclusion or objection shall therefore be void and of no force or effect. Defendant, Class Counsel, and each Class Representative waive their rights to file an appeal, writ, or any challenge whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees, costs or the Enhancement Award. However, either Party may appeal in the event an objector's objection is upheld by the trial court.

5.10 **Computation of Time.** If the prescribed time period in which to complete the required or permitted action expires on a Saturday, Sunday or federal holiday, such time period shall be continued to the following business day.

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

5.12 **Binding on Successors.** This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

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

5.14 **Jurisdiction.** The Court shall retain jurisdiction with respect to enforcing the terms of the Settlement, including, without limitation, the interpretation, implementation, administration, and enforcement of the Settlement, the Judgment, and all related orders of the Court. All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

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

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

AGREED AND UNDERSTOOD.

ANTOINETTE FERNANDEZ

Dated: 6/2/2026

DocuSigned by:
A1DF2A3B89D74C8...

Antoinette Fernandez

SAMANTHA SHAUNEE BROWN

Dated: 7/28/29, 2026

DocuSigned by:
C31E28F2F850429...

Samantha Shaunee Brown

VESTIS SERVICES, LLC (F/K/A ARAMARK UNIFORM & CAREER APPAREL, LLC)

Dated: _____, 2026

_____
Client Contact:
Title:

Defendant Vestis Services, LLC (f/k/a Aramark Uniform & Career Apparel, LLC)

Docusign Envelope ID: 7DCA5D97-110E-8E6E-8311-83C5F52BA0ED

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

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

AGREED AND UNDERSTOOD.

ANTOINETTE FERNANDEZ

Dated: _____, 2026

_____
Antoinette Fernandez

SAMANTHA SHAUNEE BROWN

Dated: _____, 2026

_____
Samantha Shaunee Brown

VESTIS SERVICES, LLC (F/K/A ARAMARK UNIFORM & CAREER APPAREL, LLC)

Dated: July 17, 2026, 2026

Signed by:
Steven M. Friedman
DEDBC2B4MACC4E...

Steven M. Friedman
VP Employment Practices

Defendant Vestis Services, LLC (f/k/a Aramark Uniform & Career Apparel, LLC)

Docusign Envelope ID: 5E5B0105-E376-840E-8299-5C748F128591

APPROVED AS TO FORM:

MOON LAW GROUP, PC

Dated: 6/2/2026

By: _____
Kane Moon
Lilit Ter-Astvatsatryan
Michael Citrin
Counsel for Plaintiff Antoinette Fernandez

D.LAW, INC.

Dated: July 29, 2026

By: _____
Natalie Haritoonian
Matthew J. Carraher
Counsel for Plaintiff Samantha Shaunee Brown

THE KICK LAW FIRM, APC

Dated: June 25, 2026

By: _____
Taras Kick
Counsel for Plaintiff Antoinette Fernandez

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2026

By: _____
Eric Meckley
Sarah Zenewicz
Thomas Duda
Counsel for Defendant Vestis Services, LLC (f/k/a Aramark Uniform & Career Apparel, LLC)

Docusign Envelope ID: 7DCA5D97-110E-8E6E-8311-83C5F52BA0ED

APPROVED AS TO FORM:

MOON LAW GROUP, PC

Dated: _____, 2026 By: _____
Kane Moon
Lilit Ter-Astvatsatryan
Michael Citrin
Counsel for Plaintiff Antoinette Fernandez

D.LAW, INC.

Dated: _____, 2026 By: _____
Natalie Haritoonian
Matthew J. Carraher
Counsel for Plaintiff Samantha Shaunee Brown

THE KICK LAW FIRM, APC

Dated: _____, 2026 By: _____
Taras Kick
Counsel for Plaintiff Antoinette Fernandez

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 13, 2026 By: _____
Eric Meckley
Sarah Zenewicz

Counsel for Defendant Vestis Services, LLC (f/k/a Aramark Uniform & Career Apparel, LLC)

Exhibit 1

Fernandez v. Aramark Uniform & Career Apparel, LLC,
United States District Court, Central District of California, Case No. 2:23-cv-07711-CAS-PD

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

NOTICE OF SETTLEMENT

To: Current and former non-exempt employees employed by Vestis Services, LLC (formerly known as Aramark Uniform & Career Apparel, LLC) ("Defendant") and assigned to work at the Riverside Market Center or the Western First Aid & Safety Division in California at any time between July 12, 2020 through and including [Date of Preliminary Approval] (the "Settlement Class").

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself ("opt out") of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendants about the legal claims in this case. However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
OBJECT IN WRITING OR AT THE HEARING	Write to the Court if you think the settlement is not fair or appear at the Final Approval hearing to speak to the Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Class and PAGA Lawsuit and Settlement about?

On July 12, 2023, Plaintiff Antoinette Fernandez ("Fernandez") initiated this "Action" by filing a Class Action Complaint against Aramark Uniform & Career Apparel, LLC, now known as Vestis Services, LLC. On October 26, 2023, Fernandez filed a separate Representative Action Complaint, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, alleging a cause of action for civil penalties under PAGA.

On June 20, 2024, Plaintiff Samantha Shaunee Brown ("Brown") separately filed a putative class action complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety*, which in addition to Defendant, also names Vestis Corporation; Vestis Group, Inc.; Western First Aid & Safety; and Katie Hall as Defendants. On October 8, 2024, Brown filed a Representative Action Complaint alleging a cause of action for civil penalties under PAGA. This Action along with Brown's actions are referred to as the "Actions."

Following a mediation and in connection with this settlement, Plaintiffs consolidated their claims into the Action. In their operative Third Amended Complaint, Fernandez and Brown ("Plaintiffs") allege causes of action for (1) violation of the California Labor Code §§ 204, 1194, 1194.2, and 1197 (failure to pay minimum wages); (2) violation of the California Labor Code §§ 1194 and 1198 (failure to pay overtime compensation); (3) violation of the California Labor Code §§ 226.7, 512 (failure to provide meal periods); (4) violation of the California Labor Code § 226.7 (failure to authorize and permit rest breaks); (5) violation of the California Labor Code § 2802 (failure to indemnify necessary business expenses); (6) violation of the California Labor Code §§ 201-203 (failure to timely pay final wages at termination); (7) violation of the California Labor Code § 226 (failure to provide accurate itemized wage statements); (8) failure to pay vacation wages (Lab. Code § 227.3); (9) violation of the California Labor Code §§ 245-249 (failure to pay sick leave); (10) violation of the California Business & Professions Code §§ 17200, *et seq.*, based on the same alleged violations of the California Labor Code; and (11) civil penalties under PAGA based on the same alleged causes of action and facts in the Third Amended Complaint, including claims for violations of the California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802. In connection with this Settlement, Plaintiffs seek to represent a class of current and former hourly-paid or non-exempt California employees who were assigned to work for Defendant at the Riverside Market Center or the Western First Aid & Safety Division in California at any time since July 12, 2020.

Defendant and the Released Parties (defined below) deny all allegations in the Actions and contend that they have fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or the Released Parties nor an indication that any law was violated or that this case was suitable for class, collective or representative treatment. Through arms-length negotiations with an experienced wage and hour mediator, the Parties reached a class and representative PAGA action settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this notice?

You received this Notice because Defendant's records identify you as a Settlement Class Member who worked during the period from July 12, 2020, through and including [End date of Class Period] (the "Class Settlement Period"). The settlement will resolve Settlement Class Members' claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the PAGA. You may also be a "PAGA Member" if you worked for Defendants during the period from July 12, 2022, through [End Date of Class Period] (the "PAGA Settlement Period").

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Action is the United States District Court, Central District of California, and the case is known as *Fernandez v. Aramark Uniform & Career Apparel, LLC et al., Case No. 2:23-cv-07711-CAS-PD*. The Court held a hearing on _____, 2026, and Hon. Christina Snyder preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on _____, 2026 at _____, in Courtroom 8D, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, California 90012-4565. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed on a class, collective or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action.

4. Who are the Attorneys for the Settlement Class and the PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement:

Kane Moon
Lilit Ter-Astvatsatryan
Michael Citrin
MOON LAW GROUP, PC
725 S. Figuroa Street, 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kmoon@moonlawgroup.com
lilit@moonlawgroup.com
mcitrin@moonlawgroup.com

Emil Davtyan
David Yeremian
Natalie Haritoonian
Matthew J. Carraher
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
emil@d.law
d.yeremian@d.law
n.haritoonian@d.law
m.carraher@d.law

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
Telephone: 310-395-2988
Facsimile: 310-395-2088

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of Four Hundred and Eighty Eight Thousand Six Hundred Thirty Dollars and Zero Cents ($488,630.00) (referred to as the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys' fees Forty-Six Thousand Six Hundred Sixty-Six and Sixty-Seven Cents ($162,876.67) and up to Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) in recoverable costs incurred in this Action; Class Representative Enhancement Awards totaling Twenty Thousand Dollars and Zero Cents ($20,000.00), with Ten Thousand Dollars and Zero Cents ($10,000) available for each Plaintiff, Antoinette Fernandez and Samantha Brown, for their work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome in the Actions) and for signing a general release of any claims they may have against Defendant and the Released Parties; a Fifty Thousand Dollars and Zero Cents ($50,000.00) payment as settlement for claims for civil penalties under PAGA (the "PAGA Payment"), of which 75% will go to the California Labor Workforce Development Agency ("LWDA") and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to [Administrator], estimated at Ten Thousand Nine Hundred Ninety Dollars and Zero Cents ($10,990.00). The exact amount of the attorneys' fees, litigation costs, Class Representative Enhancement Awards, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the "Net Settlement Amount," which is currently estimated to be approximately (_____) ($_____). The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded ("opt out") of the settlement**.**

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement.

Each Participating Class Member's Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant while assigned to the Riverside Market Center or the Western First Aid & Safety division during the Class Settlement Period (July 12, 2020, through and including [Date of Preliminary Approval]) ("Eligible Workweeks") as a proportion of all Eligible Workweeks for all Participating Class Members.

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

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

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

The Parties will ask the Court to approve the Fifty Thousand Dollars and Zero Cents ($50,000.00) PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or $37,500.00, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or $12,500.00, will be distributed to the PAGA Members as Individual PAGA Payments.

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

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendants during the PAGA Period (from July 12, 2022, through [End of Class Period]) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

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

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

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

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

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before _____, 2026. [*45 calendar days within mailing of Notice*]. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

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

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

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

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

Released Parties: means all named Defendants in the Actions (Aramark Uniform & Career Apparel, LLC; Vestis Services, LLC; Vestis Corporation; Vestis Group, Inc.; Western First Aid & Safety; and Katie Hall) and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities' respective past and present directors, officers, employees, partners, shareholders, members and representatives.

Released Class Claims: As of the Effective Date, all Participating Class Members fully and finally release the Released Parties from the Released Class Claims that arose during the Class Settlement Period. The "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted in the Actions, and all claims that could have been asserted arising from the same alleged facts in the Third Amended Complaint filed in the *Fernandez* Federal Action, including causes of action for or based on (1) failure to pay minimum wages (Lab. Code §§ 204, 1194, 1194.2, and 1197), (2) failure to pay overtime, including based upon miscalculation of the correct regular rate of pay (Lab. Code §§ 510, 1194, and 1198), (3) failure to provide meal periods and associated premiums, including at the correct regular rate of pay (Lab. Code §§ 204, 223, 226.7, 512 and 1198), (4) failure to provide rest periods and recovery periods and associated premiums, including at the correct regular rate of pay (Lab. Code §§ 204, 223, 226.7 and 1198), (5) failure to reimburse business expenses (Lab. Code §§ 2800 and 2802), (6) failure to timely pay final wages at termination (Lab. Code §§ 201, 202, 203), (7) failure to provide accurate written wage statements and failure to keep required payroll records (Lab. Code §§ 226, 226.2, 226.3, 1174, 1174.5), (8) failure to pay vacation wages (Lab. Code § 227.3); (9) failure to pay sick leave (Lab. Code §§ 245-249); and (10) unfair competition based on the same alleged Labor Code violations (Bus. & Prof. Code §§ 17200 *et seq*.); and all claims for attorneys' fees and costs based on the foregoing (the "Released Class Claims").

11. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, the PAGA Members cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the PAGA claims resolved by this lawsuit based on the following release.

Released PAGA Claims: As of the date of the Effective Date, Plaintiffs, as representative of the State of California and on behalf of the LWDA and as representative of the PAGA Members, fully and finally releases the Released Parties from the Released PAGA Claims that arose during the PAGA Settlement Period. The "Released PAGA Claims" all claims for civil penalties under PAGA asserted in the *Fernandez* Federal Action based on the same alleged causes of action and facts in the Third Amended Complaint and Plaintiffs' PAGA letters, including but not limited to claims for violations of the California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 227.3, 245-249, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802 and the applicable Industrial Welfare Commission Wage Order.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself ("opt out") of the class settlement?

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

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before _____, 2026. [*45 calendar days within mailing of Notice*] Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

13. If I don't exclude myself from the class settlement, can I sue Defendants for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. Even if you object, if the Court approves the Settlement, then you will still receive the Individual Settlement Payments and be bound by the releases in this Settlement unless you opt-out of the Class Settlement. You can either object to the Settlement remotely at the Final Approval Hearing, or you can submit a written objection.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Fernandez v. Aramark Uniform & Career Apparel, LLC,United States District Court, Central District of California, Case No. 2:23-cv-07711-CAS-PD*), (b) be mailed to the Settlement administrator at _____, and (c) be postmarked on or before [*45 calendar days within mailing of Notice*]." The written objection should also describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE FINAL APPROVAL HEARING WITH THE COURT

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

The Court will hold a Final Approval hearing concerning the Settlement on _____, 2026 at _____, in Courtroom 8D, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, California 90012-4565. You may also attend or appear remotely:

To join by Zoom link: _____
To join by phone: _____

At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. You can contact Class Counsel to verify the date and time of the Final Approval hearing.

16. Do I have to come to the hearing?

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

GETTING MORE INFORMATION

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

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, _____ by calling toll free 1-800_____, or you can write to [Admin Address].

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined for inspection and copying during regular business hours at the Office of the Clerk of the Central District of California, Roybal Courthouse, 255 East Temple Street, Suite 180, Los Angeles, California 90012-4701 or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS

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