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Attorneys for Plaintiffs JOSE BAYLON and
CHRISTIAN GUTIERREZ, individually, on
behalf of themselves, all others similarly situated,
and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

JOSE BAYLON and CHRISTIAN
GUTIERREZ, individuals, on behalf of
themselves, all others similarly situated, and
the general public,

Plaintiffs,

vs.

ARAMARK SERVICES, INC., a Delaware
corporation and DOES 1 to 100, inclusive,

Defendants.

CASE NO.: 23STCV04307

[Assigned to the Hon. Timothy Patrick Dillon,
Dept. SSC-15]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL**

Final Approval Hearing
Date: November 18, 2025
Time: 9:00 a.m.
Dept: SSC-15

Complaint Filed: February 27, 2023
FAC Filed: August 2, 2023
SAC Filed: June 11, 2024

FILED
Superior Court of California
County of Los Angeles
11/18/2025
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

1 This matter came on regularly for hearing before this Court on November 18, 2025.
2 Having considered the Plaintiffs’ motion and the documents and evidence presented in support
3 thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of
4 further prosecution and the substantial benefits to be received by the Settlement Class pursuant
5 to the settlement, the Court hereby makes a final ruling that the proposed settlement (i.e., the
6 Amended Stipulation of Class and PAGA Representative Action Settlement executed by the
7 parties (“Settlement Agreement”)) is fair, reasonable, and adequate, and is the product of good
8 faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff’s Motion for Final Approval of Class and Representative Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is
12 hereby made final, and the Court thus certifies, for purposes of the settlement only, a
13 Settlement

14 Class defined as:

15
16 **“Settlement Class”** means current and former non-exempt employees of Aramark
17 Services, Inc. who worked in the food services line of service at Providence St.
18 John’s Health Center, St. Joseph Hospital of Orange, and California Pacific
19 Medical Center during the Class Settlement Period.

20 For purposes of this class definition the Class Settlement Period is defined as March 15, 2020
21 through June 16, 2021.

22 2. Plaintiffs JOSE BAYLON and CHRISTIAN GUTIERREZ are hereby confirmed as
23 Class Representatives, and The Cullen Law Firm, APC is hereby confirmed as Class
24 Counsel.

25 3. Notice was provided to the Class as set forth in the Settlement Agreement and
26 pursuant to the Preliminary Approval Order of this Court. The form and manner of
27 notice were approved by the Court on July 18, 2025, and the notice process has been
28 completed in conformity with the Court’s Preliminary Approval Order. The Court finds
that said notice was the best notice practicable under the circumstances. The COURT
APPROVED NOTICE OF CLASS

1 ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL
2 (“Class Notice”) provided due and adequate notice of the proceedings and matters set
3 forth therein, informed Class Members of their rights, and fully satisfied the
4 requirements of California Code of Civil Procedure section 1781(e), California Rules of
5 Court, Rule 3.769, and due process.

- 6 4. The Court finds that no Settlement Class Members objected and zero opted out of the
7 settlement, and that the 100% participation rate in the settlement supports final
8 approval.
- 9 5. The Court hereby approves the settlement as set forth in the Amended Settlement
10 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the
11 Amended Settlement Agreement according to its terms.
- 12 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
13 Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a
15 well-defined community of interest among members of the Settlement Class with
16 respect to the subject matter of the litigation; (c) the claims of the Class Representative
17 are typical of the claims of the members of the Settlement Class; (d) the Class
18 Representative has fairly and adequately protected the interests of the Settlement Class
19 Members; (e) a class action is superior to other available methods for an efficient
20 adjudication of this controversy; and (f) Class Counsel are qualified to serve as
21 counsel for the Class Representative and the Settlement Class.
- 22 7. The Court finds that given the absence of objections to the settlement, and objections
23 being a prerequisite to appeal, that this Order shall be considered final as of the date of
24 notice of entry.
- 25 8. The Court orders that Defendant ARAMARK SERVICES, INC., a Delaware
26 corporation (“Defendant”) to pay the Gross Settlement Amount of \$115,000, as
27 provided for in the Settlement Agreement. Pursuant to the terms of the Settlement
28 Agreement, the employer’s share of payroll taxes for the portion of the Net Settlement

1 Amount allocated to wages shall be paid by Defendant separately from, and in addition
2 to, the Gross Settlement Amount.

3 9. The Court finds that the settlement payments, as provided for in the Settlement
4 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator
5 to distribute the individual payments in conformity with the terms of the Amended
6 Settlement Agreement.

7 10. For any Participating Class Member whose Individual Class Payment check is uncashed
8 and cancelled after the void date, and for any Aggrieved Employee whose Individual
9 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
10 shall transmit the funds represented by such checks to State of California, to be held and
11 disposed of by the Controller in accordance with California's Unclaimed Property Law
12 for the benefit of the Participating Class Members and PAGA Members who did not
13 cash the settlement checks until such time that they claim their property, thereby leaving
14 no "unpaid residue" subject to the requirements of California Code of Civil Procedure §
15 384(b).

16 11. The Court finds that the service awards in the amount of \$5,000 each for Plaintiffs
17 JOSE BAYLON and CHRISTIAN GUTIERREZ are appropriate for the risks
18 undertaken by them and their service to the Settlement Class. The Court finds that these
19 awards are fair, reasonable, and adequate, and orders that the Settlement Administrator
20 make this payment in conformity with the terms of the Amended Settlement
21 Agreement.

22 12. The Court finds that attorneys' fees in the amount of \$38,333.33 and litigation costs of
23 \$8,500 for Class Counsel, are fair, reasonable, and adequate, and orders that the
24 Settlement Administrator distribute these payments to Class Counsel in conformity with
25 the terms of the Settlement Agreement. The Court further finds that the rates charged,
26 and hours expended by Class Counsel in the prosecution of this case, as set forth in their
27 respective declarations, are reasonable and consistent with the prevailing rates in Los
28 Angeles.

1 13. The Court orders that the Settlement Administrator shall be paid \$7,750 from the
2 Gross Settlement Amount for all its work done and to be done until the completion of
3 this matter and finds that sum appropriate.

4 14. The Court finds that the payment to the California Labor & Workforce Development
5 Agency (“LWDA”) in the amount of \$3,750 and to the Aggrieved Employees in the
6 amount of \$1,250 for the settlement of Plaintiff’s representative action under the
7 California Labor Code Private Attorneys General Act (“PAGA”) is fair, reasonable, and
8 adequate, and orders the Settlement Administrator to distribute this payment to the
9 LWDA and Aggrieved Employees in conformity with the terms of the Settlement
10 Agreement.

11 15. The Court finds and determines that upon satisfaction of all obligations under the
12 Settlement Agreement, all Settlement Class Members and PAGA Group Members will
13 be bound by the settlement, will have released the Released Claims as set forth therein,
14 and will be permanently barred from prosecuting against the Released Parties any of the
15 Released Claims.

16 16. The settlement is not an admission by Defendant nor is this Order a finding of the
17 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
18 settlement, nor any document referred to herein, nor any action taken to carry out the
19 settlement, shall be construed or deemed an admission of liability, culpability, or
20 wrongdoing on the part of Defendant.

21 17. The Court will retain jurisdiction to enforce the Settlement Agreement, this Final
22 Approval Order, and the Judgment entered in connection with the settlement.

23 18. Notice of entry of this Final Approval Order shall be given to Settlement Class
24 Members by posting a copy of the Final Approval Order on Settlement Administrator’s
25 website for a period of at least sixty (60) calendar days after the date of entry of this
26 Final Approval Order.

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19. Class Counsel shall file a final report summarizing all distributions of settlement funds made pursuant to the approved settlement, supported by declaration, on or before August 19, 2026. A Non-Appearance Case Review is set for August 21, 2026.

Dated: 11/18/2025



A handwritten signature in black ink, appearing to read "T. Dillon".

Hon. Timothy Patrick Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge