

*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 drivers for Aramark Services, Inc.’s Refreshments line of business in hourly or non-exempt positions in California during the Class Settlement Period, other than those persons whose hours were regulated by (1) the United States Department of Transportation Code of Federal Regulations, Title 49, Sections 395.1 to 395.13; and /or (2) Title 13 of the California Code of Regulations, subchapter 6.5, Section 120, at any time between March 1, 2018 through and including February 10, 2024 (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. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, 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 Defendant 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 March 1, 2022, Plaintiff Lawrence Kelly, Jr. filed this “Action” in the United States District Court for the Northern District of California alleging causes of action for (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages; (4) failure to provide accurate written wage statements; (5) failure to timely pay all final wages; (6) unfair business practices; and (7) failure to pay employees for all hours worked under the Fair Labor Standards Act. In his operative [Second Amended Complaint], he seeks to represent Defendant’s California non-exempt drivers in the Refreshments Line of Business who are not covered by the Federal or California Motor Carrier Acts and corresponding regulations.

Defendant denies all allegations in the Lawsuit and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or 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, collective and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this notice?

You received this Notice because records identify you as a Settlement Class Member during the period between from March 1, 2018, through and including February 10, 2024 (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 California Private Attorneys’ General Act (“PAGA”). You may also be a “PAGA Member” if you worked for Defendant during the period from January 10, 2023, through February 10, 2024 (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 case is the United States District Court for the Northern District of California, and the case is known as *Lawrence Kelly, Jr. v. Aramark Services, Inc.* Case No. 3:22-cv-01272-AMO. The Court held a hearing on December 23, 2025, and District Just Araceli Martínez-Olguín preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on June 11, 2026, at 2:00 p.m., in Courtroom 10, 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. 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 Lawsuit.

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, Shaun Setareh, Jose Mara D. Patino, Jr., and Tyson Gibb of the Setareh Law Group, 9665 Wilshire Blvd., Suite 430, Beverly Hills, CA 90212 (310) 888-7771.

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$95,000.00 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of \$23,750.00 and up to \$5,000.00 in recoverable costs incurred in this Action; Class Representative Enhancement Award of \$5,000 to Plaintiff for his work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Action) and for signing a general release of any claims they may have against Defendant; a \$5,000 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 \$7,500.00, estimated at \$4,950.00. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, 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 \$48,750.00. 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 during the Class Settlement Period (March 1, 2018, through and including February 10, 2024) (“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: 45% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 55% 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 total estimated Eligible Workweeks is <<MERGED_ClassWW>>. Based on that, your anticipated approximate Individual Settlement Payment is \$<<MERGED_ClassAward>>.

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

The Parties will ask the Court to approve the \$5,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$3,750, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$1,250, 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 Defendant during the PAGA Period (January 10, 2023, through February 10, 2024) (“Eligible Pay Periods”) as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is <<MERGED_PAGAPP>>. Based on that, your anticipated approximate Individual PAGA Payment is \$<<MERGED_PAGAAward>>.

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 (888) 250-6810 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 March 20, 2026. 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 concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the claims described below:

Released Class Claims: As of the Effective Date of the Settlement, the Participating Class Members who do not timely opt out of the Class Settlement will release Aramark Services, Inc. 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’ past and present directors, officers, employees, partners, shareholders, members and representatives (the “Released Parties”), from means any and all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted in the Action, and all claims that could have been asserted in the Class Action arising from the same alleged facts in any of the complaints on file, including causes of action for or based on (1) failure to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) failure to provide rest periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) failure to pay hourly wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) failure to provide accurate written wage statements (Lab. Code § 226); (5) failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) unfair competition (Bus. & Prof. Code §§ 17200 et seq.); and all claims for attorneys’ fees and costs based on the foregoing, that accrue during the Class Settlement Period (the “Released Class Claims”).

Released FLSA Claims: By endorsing the Individual Settlement Payment check, you will also release the Released Parties from claims for failure to pay for all hours worked arising under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq. asserted in the Action, or that could have been asserted in the Action arising from the same alleged facts in any of the complaints on file, including claims for unpaid federal minimum wage, overtime wages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees or restitution during the Class Settlement Period (the “Released FLSA Claims”).

11. **What PAGA Claims are released by this Settlement?**

If the Court approves this Settlement, then the PAGA Members will fully and finally release the Released Parties from all claims for civil penalties under PAGA based on the factual allegations in any of the complaints filed in the Action, including the Second Amended Complaint, including claims for civil penalties based on (1) failure to pay wages; (2) failure to provide meal periods; (3) failure to pay reporting time pay; (4) failure to furnish accurate, itemized wage statements; (5) failure to indemnify expenses; (6) violation of Labor Code section 203.

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 March 20, 2026. Opt-out requests postmarked after the deadline will be invalid.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

13. If I don't exclude myself from the class settlement, can I sue Defendant 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 unless you opt-out of the Class Settlement and you will be bound by the releases in this Settlement. You can either object to the Settlement in person 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, either in person or through your own attorney. 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 (*Kelly v. Aramark Services, Inc.*, Case No. 3:22-cv-01272-AMO), (b) be mailed to the Settlement administrator at ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, and (c) be postmarked on or before March 20, 2026. 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 June 11, 2026, at 2:00 p.m., in Courtroom 10, 19th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. 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 should check the Northern District of California's website (<https://www.cand.uscourts.gov/>) or 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. If you want to speak at the hearing, you must file a Notice of Intent to Appear by April 17, 2026. If you want to appear virtually rather than in person, you must request that in the Notice of Intent to Appear.

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, ILYM Group, Inc. by calling toll free [\(888\) 250-6810](tel:8882506810), or you can write to ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781.

This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available by contacting Class Counsel, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Office of the Clerk, 450 Golden Gate Avenue, San Francisco, California, 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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