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15 ARAMARK SERVICES, INC.

16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18

19 LAWRENCE KELLY, JR., on behalf of  
20 himself and all others similarly situated,  
21 Plaintiff,  
22 vs.  
23 ARAMARK SERVICES, INC., a Delaware  
24 Corporation; and DOES 1 through 50,  
inclusive,  
25 Defendants.

Case No. 3:22-cv-01272-AMO  
**STIPULATION OF CLASS AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT**

1 This Stipulation of Settlement (“Stipulation” or “Settlement”) is made and entered into, as  
2 of the date set forth below, between Plaintiff Lawrence Kelly, Jr., as an individual, as a  
3 representative of the proposed Class described herein and as representative of the State of  
4 California (“Plaintiff”), and Defendant Aramark Services, Inc. (“Defendant”), who are parties to  
5 the above-captioned litigation (together, the “Parties”).

6 **1. DEFINITIONS**

7 1.1 “Action” means the above-captioned action, *Kelly v. Aramark Services, Inc.*,  
8 Northern District of California Court Case No. 3:22-cv-01272-AMO.

9 1.2 “Class Counsel” means Shaun Setareh, Jose Mara D. Patino, Jr., and Tyson Gibb  
10 of the Setareh Law Group.

11 1.3 “Class Data” means a confidential spreadsheet that includes, for each Settlement  
12 Class Member, their name, last known address, social security number, and number of Eligible  
13 Workweeks and Eligible Pay Periods or data sufficient for the Settlement Administrator to  
14 determine Eligible Workweeks and Eligible Pay Periods. The Class Data shall be based on  
15 Defendant’s personnel and payroll records and provided in a format acceptable to the Settlement  
16 Administrator.

17 1.4 “Class Settlement Period” means the time period from March 1, 2018, through and  
18 including February 10, 2024, subject to section 3.3.2 below.

19 1.5 “Class Representative” or “Plaintiff” means Plaintiff Lawrence Kelly, Jr.

20 1.6 “Class Representative’s Released Claims” means any and all claims, obligations,  
21 demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever  
22 kind and nature, character, and description, whether in law or equity, whether sounding in tort,  
23 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other  
24 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,  
25 including all unknown claims covered by California Civil Code Section 1542, by the Class  
26 Representative, arising at any time up to and including the date on which the Court enters the  
27 Order of Final Approval, for any type of relief, including without limitation claims for wages,  
28 premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time

1 penalties), general damages, compensatory damages, liquidated damages, punitive damages,  
2 interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and  
3 declaratory relief. The Class Representative's Released Claims also include, but are not limited  
4 to, the Released Claims as well as any other claims under any provision of the Fair Labor  
5 Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare  
6 Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or  
7 federal discrimination statutes, including, without limitation, the California Government Code;  
8 the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California  
9 Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United  
10 States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older  
11 Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights  
12 Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of  
13 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with  
14 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of  
15 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee  
16 Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification  
17 Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their  
18 implementing regulations and interpretive guidelines; any and all claims for monetary recovery  
19 and personal or individual relief, except as prohibited by law; and any premiums, penalties,  
20 interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or  
21 accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete  
22 and general release to the maximum extent by law. Notwithstanding the foregoing, the release of  
23 the Class Representative's Released Claims do not include any claim or right that is not waivable  
24 as a matter of law.

25           1.7     "Court" means the United States District Court for the Northern District of  
26 California.

27           1.8     "Defendant's Counsel" means Eric Meckley, Sarah Zenewicz and Kassia  
28 Stephenson of Morgan, Lewis & Bockius LLP.

1           1.9     “Effective Date” means the latest of: (i) provided that no appeal from the Final  
2 Approval Order is filed, the day after the deadline for any appeals expires; (ii) if an appeal from  
3 the Final Approval Order is filed, and the appeal is finally disposed of by ruling, dismissal,  
4 denial, or otherwise, the day after the last date for filing a request for further review of the Court  
5 of Appeal’s decision passes, and no further review is requested; and (iii) if an appeal of the Final  
6 Approval Order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise  
7 by the Court of Appeal, and review of the Court of Appeal’s decision is requested, the day after  
8 the request for review is denied with prejudice and/or no further review of the Final Approval  
9 Order can be requested.

10           1.10    “Eligible Workweeks” shall mean the workweeks that each Settlement Class  
11 Member worked for Defendant in California during the Class Settlement Period.

12           1.11    “Eligible Pay Periods” shall mean the pay periods that each PAGA Member  
13 worked for Defendant in California during the PAGA Settlement Period.

14           1.12    “Enhancement Award” means the amount approved by the Court to be paid to the  
15 Class Representative, in recognition of his efforts in coming forward as Class Representative and  
16 as consideration for a full, general, and comprehensive release of the Class Representative’s  
17 Released Claims, which shall be in addition to his portion of the Net Settlement Amount.

18           1.13    “Final Approval Date” means the date on which the Court enters the Order of  
19 Final Approval.

20           1.14    “Final Approval Hearing” means a hearing set by the Court, to take place on a date  
21 established by the Court, for the purpose of (i) determining the fairness, adequacy, and  
22 reasonableness of the Stipulation terms and associated Settlement pursuant to class action  
23 procedures and requirements; (ii) determining the amount of the award of attorneys’ fees and  
24 costs to Class Counsel; (iii) determining the amounts of the Enhancement Award to the Class  
25 Representative; and (iv) entering the Judgment.

26           1.15    “Gross Settlement Amount” shall mean the amount that Defendant will pay in  
27 settlement of this matter, subject to section 3.3.2 below. The Gross Settlement Amount includes  
28 all awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs,

1 Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the  
2 LWDA), and payments to the Participating Class Members.

3 1.16 “Individual PAGA Payment” means the individual amounts paid from the PAGA  
4 Payment to the individual PAGA Members for settlement of claims for civil penalties under  
5 PAGA.

6 1.17 “Individual Settlement Payment” means the settlement amount due each  
7 Participating Class Member from the Net Settlement Amount.

8 1.18 “LWDA” means the California Labor and Workforce Development Agency.

9 1.19 “LWDA PAGA Payment” means the payment to the LWDA from the PAGA  
10 Payment for settlement of claims for civil penalties under PAGA.

11 1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available  
12 for distribution to the Participating Class Members, which shall equal the Gross Settlement  
13 Amount less PAGA Payment, Court-approved attorneys’ fees and costs award to Class Counsel,  
14 Settlement Administration Costs, and the Enhancement Award.

15 1.21 “Notice of Settlement” means the document provided to Settlement Class  
16 Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

17 1.22 “PAGA Members” means Settlement Class Members who worked in ay pay  
18 period during the PAGA Settlement Period.

19 1.23 “PAGA Payment” means the payment in settlement of all claims for PAGA  
20 penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will  
21 be distributed as Individual PAGA Payments to the PAGA Members.

22 1.24 “PAGA Settlement Period” means all means the period from January 10, 2023,  
23 through February 10, 2024.

24 1.25 “Participating Class Members” means the Settlement Class Members who do not  
25 timely request to be excluded from the class portion of the settlement. No claim form is required  
26 for a Settlement Class Member to become a Participating Class Member.

27 1.26 “Participating Collective Action Members” means Participating Class Members  
28 who also opt into the FLSA Release of the Released FLSA Claims.

1           1.27   “Preliminary Approval Date” means the date the Court enters the Order  
2 preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

3           1.28   “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”)  
4 created under Internal Revenue Code Section 468B, to be overseen by the Settlement  
5 Administrator.

6           1.29   “Released Class Claims” means any and all federal, state and local law claims,  
7 rights, demands, liabilities, penalties and causes of action, asserted in the Action, and all claims  
8 that could have been asserted in the Class Action arising from the same alleged facts in any of the  
9 complaints on file, including causes of action for or based on (1) failure to provide meal periods  
10 (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) failure to provide rest periods (Lab. Code §§  
11 204, 223, 226.7 and 1198); (3) failure to pay hourly wages (Lab. Code §§ 223, 510, 1194, 1194.2,  
12 1197, 1197.1 and 1198); (4) failure to provide accurate written wage statements (Lab. Code §  
13 226); (5) failure to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) unfair  
14 competition (Bus. & Prof. Code §§ 17200 et seq.); and all claims for attorneys’ fees and costs  
15 based on the foregoing.

16           1.30   “Released FLSA Claims” means claims for failure to pay for all hours worked  
17 arising under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq. asserted in the  
18 Action, or that could have been asserted in the Action arising from the same alleged facts in any  
19 of the complaints on file, including claims for unpaid federal minimum wage, overtime wages,  
20 unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees or  
21 restitution.

22           1.31   “Released PAGA Claims” means claims for civil penalties under PAGA that will  
23 be asserted in the Class Action based on the same alleged causes of action and facts in the First  
24 Amended Complaint and the to-be filed Second Amended Complaint, and which are to be  
25 included in a PAGA letter sent by Plaintiff to the LWDA, including but not limited to claims for  
26 violations of the California Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,  
27 1194.2, 1197, 1197.1 and 1198.

1           1.32    “Released Parties” means Defendant and all affiliated parties and entities,  
2 including all past and present affiliates, parents, subsidiaries, predecessors, owners, members,  
3 successors, shareholders, divisions, insurers, counsel, and each of these entities’ past and present  
4 directors, officers, employees, partners, shareholders, members and representatives.

5           1.33    “Response Deadline” means forty-five (45) days after the Settlement  
6 Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last  
7 date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class  
8 portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark  
9 any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement  
10 Class Members to whom the Notice of Settlement is remailed after having been returned as  
11 undeliverable to the Settlement Administrator shall be fifty-five (55) calendar days after the  
12 Settlement Administrator’s initial mailing of the Notice of Settlement to Settlement Class  
13 Members, or fourteen (14) days after the re-mailing, whichever is later.

14           1.34    “Settlement Administration Costs” means the costs payable from the Gross  
15 Settlement Amount to the Settlement Administrator for administering this Settlement in  
16 accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

17           1.35    “Settlement Administrator” means ILYM Group, Inc., who shall be responsible for  
18 the administration of the Settlement, distribution of any amounts owed under this Settlement, and  
19 matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to  
20 appointment by the Court.

21           1.36    “Settlement Class” or “Settlement Class Members” means all persons employed  
22 by Defendants in the Refreshments line of business in hourly or non-exempt positions in  
23 California during the Class Settlement Period, other than those persons whose hours were  
24 regulated by (1) the United States Department of Transportation Code of Federal Regulations,  
25 Title 49, Sections 395.1 to 395.13; and /or (2) Title 13 of the California Code of Regulations,  
26 subchapter 6.5, Section 1200.

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1       **2.       RECITALS**

2               **2.1       Background and Procedural History**

3                       2.1.1    On March 1, 2022, Plaintiff filed Class Action Complaint in the United  
4 States District Court for the Northern District of California alleging causes of action for (1)  
5 failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages;  
6 (4) failure to provide accurate written wage statements; (5) failure to timely pay all final wages;  
7 (6) unfair business practices; and (7) failure to pay employees for all hours worked under the Fair  
8 Labor Standards Act. In his original Complaint, Plaintiff sought to represent a putative class of  
9 all California non-exempt employees, and a putative collective of all non-exempt employees  
10 nationwide.

11                      2.1.2    On September 22, 2022 Plaintiff filed a First Amended Complaint,  
12 narrowing his class and collective to claims on behalf of Defendant’s drivers not covered by the  
13 Federal or California Motor Carrier Acts and corresponding regulations.

14                      2.1.3    Following extensive formal discovery, in January 2024, the Parties entered  
15 into arms-length negotiations to reach a settlement in principle. On June 18, 2024, the Parties  
16 entered into a Memorandum of Understanding to memorialize this settlement.

17               **2.2       Benefits of Settlement**

18                      2.2.1    Based on their own independent investigations and evaluations, Class  
19 Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set  
20 forth herein, considering the representative and class claims, and the risk of loss, is fair,  
21 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests  
22 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and  
23 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties  
24 surrounding the risk of further litigation, the possibility of losing class certification, that the  
25 PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted  
26 and/or could assert as to the substantive merit of the claims.

27                      2.2.2    Class Counsel has weighed the monetary benefit under the Settlement to  
28 the Settlement Class against the expenses and length of continued proceedings that would be

1 necessary to prosecute the Action against Defendant through class certification, through  
2 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also  
3 taken into account the uncertain outcome and risk of any litigation, especially in complex actions  
4 such as class and representative actions, as well as the difficulties and delay inherent in such  
5 litigation. As a result, Class Counsel has determined that the settlement set forth in this  
6 Stipulation of Settlement is in the best interests of the Settlement Class.

7           2.2.3 Defendant and the Released Parties specifically and generally deny any and  
8 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or  
9 admissions of liability of any sort, and contend that for any purpose other than Settlement, the  
10 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has  
11 concluded that further conduct of the Action would be protracted, distracting, and expensive, and  
12 that it is desirable that the Action be fully and finally settled in the manner and upon the terms  
13 and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty  
14 and risks inherent in any litigation. Defendant has therefore determined that it is desirable and  
15 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in  
16 this Stipulation.

17           2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,  
18 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an  
19 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the  
20 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class  
21 action requirements or that any PAGA claim would be manageable. There has been no final  
22 determination by any court as to the merits of the claims asserted by Plaintiff against Defendant,  
23 as to whether a class action should be certified, or that any PAGA claim is manageable.

### 24 3. **SETTLEMENT TERMS**

25           3.1 **Amendment of the Pleadings.** In connection with approval of this Settlement,  
26 and following execution of this Stipulation, Plaintiff will give notice of his claim for civil  
27 penalties under PAGA based on the same claims alleges in the Action, and then Plaintiff will file  
28 a Second Amended Complaint that adds a claim for civil penalties under PAGA. Plaintiff shall

1 provide Defendant with a draft of the PAGA letter for review and approval prior to him sending it  
2 to the LWDA. The Parties will stipulate to request the Court grant Plaintiff leave to file the  
3 Second Amended Complaint. Plaintiff will file their Motion for Preliminary Approval following  
4 the filing of the Second Amended Complaint.

5           **3.2 Conditional Class Certification.** The Parties stipulate, for settlement purposes  
6 only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does  
7 not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any  
8 other reason, the Settlement Class will be decertified and Defendant shall, and hereby does, retain  
9 the right to dispute the appropriateness of class certification.

10           **3.3 Gross Settlement Amount**

11           **3.3.1 Gross Settlement Amount:** Defendant shall pay a non-reversionary amount  
12 not to exceed One Ninety-Five Thousand Dollars and Zero Cents (\$95,000) as the Gross  
13 Settlement Amount to resolve the Action on a class and representative basis, subject to section  
14 3.3.2. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class  
15 Counsel’s attorneys’ fees and costs, Enhancement Award, Settlement Administration Costs; the  
16 PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement Payments  
17 to the Participating Class Members. Notwithstanding the foregoing, in addition to the Gross  
18 Settlement Amount, Defendant will pay the employer’s portion of payroll taxes, including FICA  
19 and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages.

20           **3.3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement**  
21 **Period:** Defendant identified approximately 4,050 workweeks in the Class Settlement Period as  
22 of January 10, 2024. In the event that the actual number of workweeks in the Class Settlement  
23 Period exceeds 4,050 by more than 10% (*i.e.*, more than 4,455 total workweeks), then at  
24 Defendant’s option in its sole discretion, either (a) the Gross Settlement Amount shall increase by  
25 the same number of percentage points above 10% the actual number of workweeks exceeds the  
26 4,050 estimate (*e.g.*, if the actual workweeks during the Class Settlement Period are 4,496, which  
27 is 11% greater than the estimated number of workweeks, then the Gross Settlement Amount  
28

1 increases by 1% to \$95,950); or (b) the Class Settlement Period shall end as of the date the  
2 workweeks during the Class Settlement Period reach 4,496 workweeks.

3 **3.4 Allocation of Gross Settlement Amount**

4 3.4.1 Class Representative Enhancement Award: The Class Representative's  
5 Enhancement Award, which is in addition to the Class Representative's Individual Settlement  
6 Payment from the Net Settlement Amount and Individual PAGA Payment, will, subject to Court  
7 approval, be paid out of the Gross Settlement Amount and will not exceed \$5,000 for his service  
8 and assistance to the Class. Any amount of the Class Representative's Enhancement Award that  
9 is not awarded by the Court shall be added to the Net Settlement Amount.

10 3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an  
11 award of reasonable attorneys' fees not to exceed one third of the Gross Settlement Amount,  
12 \$31,666.67, and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket  
13 costs incurred in the Action up to an additional \$5,000 to be paid out of the Gross Settlement  
14 Amount. Defendant reserves the right to challenge Class Counsel's request for fees and costs if  
15 the requests exceed the parameters established by this Stipulation. The Settlement Administrator  
16 shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section.  
17 Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on  
18 the fees and costs award. Any amount of Class Counsel's requested fees and costs that is not  
19 awarded by the Court shall be added to the Net Settlement Amount. Neither Class Counsel nor  
20 any other attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class  
21 Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or  
22 disbursements from the Defendant or the Released Parties except as expressly provided herein.

23 3.4.3 Settlement Administrator Costs: The Settlement Administration Costs  
24 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
25 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated  
26 not to exceed \$7,500. Under no circumstances will Defendant be required to contribute  
27 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected  
28 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of

1 administering the Settlement, including all tax document preparation, custodial fees, and  
2 accounting fees incurred by the Settlement Administrator; all costs and fees associated with  
3 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with  
4 preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement  
5 Class Members; all costs and fees associated with communicating with Settlement Class  
6 Members, Class Counsel, and Defendant’s Counsel; all costs and fees associated with computing,  
7 processing, reviewing, and paying the payments due under this Stipulation, and resolving  
8 disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes,  
9 making related payment to federal and state tax authorities, and issuing tax forms relating to  
10 payments made under the Settlement; all costs and fees associated with preparing any tax returns  
11 and any other filings required by any governmental taxing authority or agency; all costs and fees  
12 associated with preparing any other notices, reports, or filings to be prepared in the course of  
13 administering payments due under this Stipulation; and any other costs and fees incurred and/or  
14 charged by the Settlement Administrator in connection with the execution of its duties under this  
15 Stipulation. Any amount of Settlement Administration Costs that is not awarded by the Court  
16 shall be added to the Net Settlement Amount.

17           3.4.4 Individual Settlement Payments to Participating Class Members: Each  
18 Participating Class Member will be entitled to receive an Individual Settlement Payment, which  
19 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement  
20 Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each  
21 Participating Class Member worked during the Class Settlement Period. There is no need for a  
22 Participating Settlement Class Member to submit a claim form in order to be eligible for and to  
23 receive an Individual Settlement Payment. To determine each Settlement Class Member’s  
24 estimated “Individual Settlement Payment,” the Settlement Administrator will use the following  
25 formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all  
26 Settlement Class Member Eligible Workweeks × Net Settlement Amount. The Parties recognize  
27 that the Individual Settlement Payments to be paid to Participating Class Members reflect  
28 settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

1                   3.4.5 PAGA Payment: A total amount of \$5,000 from the Gross Settlement  
2 Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-  
3 five percent (75%) of this amount (\$3,750) will be the LWDA PAGA Payment to paid to the  
4 LWDA and the remaining twenty-five (25%) of this amount (\$1,250) shall be distributed to the  
5 PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not  
6 approved by the Court shall be added to the Net Settlement Amount and any additional amount  
7 ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA  
8 Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be  
9 distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA  
10 Member worked during the PAGA Settlement Period.

11                   3.5     **Taxation**

12                   3.5.1 Tax Treatment of Individual Settlement Payments. All Individual  
13 Settlement Payments to Participating Class Members shall be allocated as follows for tax  
14 purposes: 45% of each Individual Settlement Payment reflects compromise of claims for alleged  
15 unpaid wages; 55% of each Individual Settlement Payment reflects compromise of a claim for  
16 interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid  
17 wages will be subject to regular and/or applicable payroll and income tax withholdings (for the  
18 employee portion only), and will be reported on an IRS Form W-2. The Settlement Administrator  
19 shall make appropriate tax withholdings from the portion of each Individual Settlement Payment  
20 designated as unpaid wages, and shall pay the employer portion of payroll taxes with funds  
21 separate from the Gross Settlement Amount to be furnished by Defendant. Participating Class  
22 Members will be responsible for paying all other taxes due on their Individual Settlement  
23 Payments. Other than as set forth above, the Settlement Administrator will not make any  
24 deductions, withholdings, or additional payments, including without limitation, medical or other  
25 insurance payments or premiums, employee 401(k) contributions or matching employer  
26 contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or  
27 with respect to the Individual Settlement Payments, and entry of the Order of Final Approval by  
28

1 the Court shall be deemed authority not to make any such deductions, withholdings, or additional  
2 payments.

3           3.5.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA  
4 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required.  
5 PAGA Members will be responsible for paying all other taxes due on their Individual PAGA  
6 Payments. PAGA Members will be responsible for paying all taxes due on their Individual  
7 PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or  
8 additional payments, including without limitation, medical or other insurance payments or  
9 premiums, employee 401(k) contributions or matching employer contributions, wage  
10 garnishments to the extent permitted by law, or charity withholdings, from or with respect to the  
11 Individual PAGA Payments.

12           3.5.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of  
13 this section, the “acknowledging party” and each Party to this Stipulation other than the  
14 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this  
15 Stipulation, and no written communication or disclosure between or among the Parties or their  
16 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
17 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of  
18 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the  
19 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and  
20 tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not  
21 entered into this Stipulation based upon the recommendation of any other party or any attorney or  
22 advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by  
23 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the  
24 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation  
25 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of  
26 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax  
27 treatment or tax structure of any transaction, including any transaction contemplated by this  
28 Stipulation.

1           3.6    **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid  
2 under the Settlement will modify any previously credited hours or service under any employee  
3 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not  
4 form the basis for additional contributions to, benefits under, or any other monetary entitlement  
5 under the Released Parties’ sponsored benefit plans, policies, or bonus programs. The payments  
6 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a  
7 going forward basis, as salary, earnings, wages, or any other form of compensation for the  
8 purposes of the Released Parties’ benefit plans, policies, or bonus programs. The Released  
9 Parties retain the right to modify the language of their benefit plans, policies and bonus programs  
10 to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are  
11 not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as  
12 defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting,  
13 benefit accrual, or any other purpose, and that additional contributions or benefits are not required  
14 by this Stipulation of Settlement.

15           3.7    **Releases**

16               3.7.1   Class Representative’s Release. Upon Final Approval, the Class  
17 Representative shall be deemed to have fully, finally, and forever released the Released Parties  
18 from all Class Representative’s Released Claims through the Final Approval Date. The Class  
19 Representative may hereafter discover claims or facts in addition to, or different from, those  
20 which he now knows or believes to exist, but Class Representative expressly agrees to fully,  
21 finally and forever settle and release any and all claims against the Released Parties, known or  
22 unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at  
23 the time of execution of this Stipulation. The Class Representative shall be deemed to have  
24 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,  
25 and benefits he may otherwise have had relating to the Class Representative’s Released Claims  
26 pursuant to Section 1542 of the California Civil Code, which provides as follows:

27                   A general release does not extend to claims that the creditor or  
28                   releasing party does not know or suspect to exist in his or her favor

1 at the time of executing the release and that, if known by him or her,  
2 would have materially affected his or her settlement with the debtor  
3 or released party.

4 Notwithstanding the foregoing, Class Representative does not waive or release any claim which  
5 cannot be waived or released by private agreement or law. Further, nothing in this Stipulation  
6 shall prevent Class Representative from filing a charge or complaint with, or from participating  
7 in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any  
8 other federal, state or local agency charged with the enforcement of any employment or other  
9 applicable laws. Class Representative, however, understand that by signing this Stipulation, he  
10 waives the right to recover any damages or to receive other relief in any claim or suit brought by  
11 or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the  
12 fullest extent permitted by law, but expressly excluding any monetary award or other relief  
13 available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards  
14 or relief that may not lawfully be waived.

15 3.7.2 Participating Class Member Release. As of the Effective Date, all  
16 Participating Class Members fully and finally release the Released Parties from the Released  
17 Claims that arose during the Class Settlement Period.

18 3.7.3 Participating Collective Action Member Release: In consideration for  
19 cashing or depositing the Individual Settlement Payment check, a Participating Class Member  
20 becomes a Participating Collective Action Member who shall release the Released Parties from  
21 the Released FLSA Claims during the Class Settlement Period. Participating Collective Action  
22 Members opt in to the FLSA Release by endorsing the Individual Settlement Payment checks  
23 they receive as a Participating Class Member, which shall contain thereon the following or  
24 substantially similar language: “By endorsing and cashing this check, I agree to the waiver of the  
25 wage and hour claims set forth in the class notice in *Kelly v. Aramark Services, Inc.*, including all  
26 claims under the FLSA and hereby affirmatively opt in to the FLSA claim and FLSA waiver for  
27 purposes of 29 U.S.C. section 216(b).” A Participating Class Member who does not endorse the  
28 Individual Settlement Payment check will not become a Participating Collective Action Member

1 and does not release the Released FLSA Claims. An endorsement of an Individual PAGA  
2 Payment check has no effect on the FLSA Release.

3 3.7.4 PAGA Member Release. As of the date of the Effective Date, Plaintiff, as  
4 representative of the State of California and on behalf of the LWDA and as representatives of the  
5 PAGA Members, fully and finally release the Released Parties from the PAGA Released Claims  
6 for the PAGA Settlement Period.

7 **4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION**

8 **4.1 Preliminary Approval**

9 4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and  
10 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the  
11 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior  
12 review and approval. Plaintiff will provide the motion for preliminary approval to Defendant for  
13 its review and approval at least seven (7) days before filing.

14 4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing  
15 of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to  
16 the LWDA.

17 4.1.3 Within ten (10) days of Plaintiff's filing of the Motion for Preliminary  
18 Approval, Defendants shall send notices of settlement pursuant to 15 U.S.C. § 1715.

19 4.1.4 The Court's preliminary approval of this Settlement shall be embodied in  
20 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement  
21 and providing for Notice of Settlement to be mailed to the Class in materially the same format  
22 attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The  
23 Notice of Settlement shall advise Settlement Class Members of their options, which include filing  
24 an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an  
25 Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no  
26 action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if  
27 applicable).

28 ///

1           4.2    **Notice**

2                   4.2.1   Delivery of Class Data: No later than twenty-one (21) calendar days after  
3 the Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement  
4 Administrator. The Settlement Administrator shall maintain the Class Data, and all data  
5 contained within the Class Data, as private and confidential and shall not disclose such data to  
6 any persons or entities, unless otherwise required by law. The information in the Class Data is  
7 being supplied solely for purposes of the administration of the settlement and cannot be used by  
8 the Settlement Administrator or any agent or representative of the Settlement Administrator for  
9 any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with  
10 the U.S. Postal Service National Change of Address Database and update any addresses for the  
11 Settlement Class Members.

12                   4.2.2   Notice By First-Class Mail. Within twenty-one (21) calendar days of the  
13 receipt of the Class Data, the Settlement Administrator will send via United States first class mail  
14 the Notice of Settlement to the Settlement Class Members. If any Notice of Settlement is  
15 returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run  
16 a skip-trace using that Settlement Class Member’s social security number in an effort to attempt  
17 to ascertain the current address of the Settlement Class Member. If such an address(es) is  
18 ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within ten (10)  
19 calendar days. If alternative addresses are obtained for a Settlement Class Member, the  
20 Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative  
21 addresses.

22           4.3    **Opt-Out Requests**

23                   4.3.1   Settlement Class Members, except for the Class Representative, will have  
24 until the Response Deadline within which to opt out of the class portion of this Settlement;  
25 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA  
26 Members will be mailed an Individual PAGA Payment and be bound by the release of the  
27 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement  
28 Class Members who want to opt out must timely submit a signed and dated written request to be

1 excluded from the class portion of the Settlement to the Settlement Administrator (“Opt-Out  
2 Request”). The Opt-Out Request must be postmarked on or before the Response Deadline,  
3 include the case name and number, the Settlement Class Member’s name, address, and last four  
4 of their social security number, must be signed by the Settlement Class Member, and must  
5 reasonably communicate the Settlement Class Member’s election to be excluded from the class  
6 Settlement.

7           4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out  
8 Request shall be deemed a Participating Class Member and bound by this Settlement including  
9 the Participating Class Member Release. Settlement Class Members who timely submit an  
10 executed Opt-Out Request will not be bound by the Participating Class Member Release and will  
11 not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement  
12 Class Members of their ability to opt-out of the class portion of the Settlement and of the  
13 consequences thereof, and further inform them that they cannot opt out of the PAGA settlement.  
14 Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an  
15 Opt-Out Request.

16           4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an  
17 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the  
18 Objection invalid and the individual will not be deemed a Participating Class Member.

19           4.4     **Objections.** Participating Class Members, except for the Class Representative,  
20 may object to the Settlement in person at the Final Approval Hearing and/or in writing.  
21 Participating Class Members, except for the Class Representative, will have until the Response  
22 Deadline to file a written objection to the Court. Only Settlement Class Members who have not  
23 filed an Opt-Out Request (i.e., Participating Class Members) may object to the Settlement. The  
24 written objection should be mailed or filed with the Court, include the case number and name of  
25 this case, should state the Participating Class Member’s name and address and describe the  
26 reason(s) why the Participating Class Member objects to the Settlement and include or attach any  
27 documents upon which the objection is based. The Parties and their counsel agree that they will  
28 not solicit, encourage, counsel or advise any individual to object to the Settlement.

1           **4.5 Eligible Workweek and Eligible Pay Period Disputes.** Participating Class  
2 Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if  
3 they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class  
4 Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement.  
5 Participating Class Members and PAGA Members may do this by submitting information to the  
6 Settlement Administrator in writing no later than the Response Deadline. The Settlement  
7 Administrator will jointly work with Class Counsel and Defendant’s Counsel to resolve the  
8 dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay  
9 Periods to be credited to that Participating Class Member or PAGA Member, the Court shall  
10 make the final decision based on the information presented by the individual and the Parties.

11           **4.6 Certification Reports by the Settlement Administrator.** The Settlement  
12 Administrator will, on a weekly basis during and for a reasonable period following distribution of  
13 the Notice of Settlement, provide updates to Class Counsel and Defendant’s Counsel as to the  
14 number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written  
15 Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. All written objections  
16 shall be provided to the Parties’ counsel within two (2) days of receipt by the Settlement  
17 Administrator. To the extent practicable, the weekly updates shall also provide updated data on  
18 the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts.

19           **4.7 Nullification of Settlement.** Defendant shall have the sole right to void and  
20 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) three percent  
21 (3%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b)  
22 the Settlement is construed in such a fashion that Defendant would be required to pay more than  
23 the Gross Settlement Amount, exclusive of Defendant’s share of the employer payroll taxes,  
24 subject to section 3.3.2; or (c) the Court does not certify the Settlement Class, or does not certify a  
25 class releasing all of the Released Class Claims defined in this Stipulation, or does not approve  
26 the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an  
27 order inconsistent with any of the material terms (as determined by Defendant) of this Settlement;  
28 (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents

1 the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class  
2 Counsel materially breach the Settlement.

3 **4.8 Final Approval and Entry of Final Judgment**

4 4.8.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry  
5 of an “Order of Final Approval” and associated entry of Judgment: (a) certifying the Settlement  
6 Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in  
7 the best interests of the Participating Class Members, (c) approving the PAGA Payment to the  
8 LWDA and the PAGA Members; (d) approving Class Counsel’s application for an award of  
9 attorneys’ fees and costs, (e) approving the Class Representative’s application for an  
10 Enhancement Award, (f) approving the payment of reasonable Settlement Administration Costs,  
11 and (g) releasing and barring any further Released Class Claims by Participating Class Members  
12 and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiff will provide the  
13 motion for final approval to Defendant for its review and approval at least seven days before  
14 filing. The Parties and their respective counsel shall make all reasonable efforts to secure entry of  
15 the Order of Final Approval. The proposed Order of Final Approval and the associated proposed  
16 Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed  
17 by the Court.

18 4.8.2 Class Representative and Class Counsel shall be responsible for justifying  
19 the amount of the Enhancement Award and attorneys’ fees and costs to the Court, and they agree  
20 to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any  
21 appellate court) awards less than the amount requested for attorneys’ fees and/or costs, or less  
22 than the amount requested for the Enhancement Award for the Class Representative, only the  
23 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant  
24 under this Stipulation.

25 4.8.3 If an appeal results in an order materially modifying, setting aside, or  
26 vacating any portion of the Stipulation, with the exception of any modification of the amount of  
27 attorneys’ fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award  
28 paid to the Class Representative, each party adversely impacted by the order shall have the right

1 to treat such order as an event preventing Final Approval. To exercise this right, the party must  
2 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,  
3 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or  
4 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such  
5 order as an event permanently preventing Final Approval, that Party must meet and confer in  
6 good faith with the other Party to determine if an agreement can be reached modifying this  
7 Settlement to the mutual satisfaction of the Parties.

8           4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or  
9 canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to  
10 their respective status as of the date and time immediately prior to the execution of this  
11 Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the  
12 form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated,  
13 cancelled, declared void, or fails to become effective in accordance with its terms, or if the  
14 Judgment does not become a Final Judgment, or if the Final Approval Date does not occur, this  
15 Stipulation (except for those provisions relating to non-admission, denial of liability set forth  
16 herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and  
17 void, its terms and provisions shall have no further force and effect and shall not be used in this  
18 Action or in any other proceeding for any purpose, and any Judgment or order entered by the  
19 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.  
20 Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or  
21 reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs  
22 to be paid by Defendant to Class Counsel, or reducing the amount of the Enhancement Award  
23 paid to the Class Representative, shall constitute grounds for cancellation or termination of the  
24 Stipulation, or grounds for limiting any other provision of the Judgment.

25           **4.9 Funding and Distribution of the Settlement Proceeds**

26           4.9.1 Within twenty-one (21) calendar days after the Effective Date or within  
27 seven (7) days of the Settlement Administrator providing all information necessary for Defendant  
28 to transfer funds to the Qualified Settlement Fund, whichever is later, Defendant shall pay the

1 Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the  
2 Settlement Administrator.

3 4.9.2 Within fifteen (15) calendar days after Defendant funds the Qualified  
4 Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to  
5 Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA  
6 PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel,  
7 and the court-approved Enhancement Award to the Class Representative.

8 4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of  
9 all distributions from the Qualified Settlement Account and upon completion of administration of  
10 that portion of the Settlement, the Settlement Administrator shall provide written certification,  
11 under penalty of perjury, of such completion to the Court and counsel for all Parties.

12 4.9.4 Upon completion of administration of the Settlement, the Settlement  
13 Administrator shall provide written certification, under penalty of perjury, of such completion to  
14 the Court, Class Counsel and Defendant's Counsel.

15 4.10 **Uncashed Checks.** After one hundred and eighty (180) calendar days of issuance,  
16 funds from undeposited Individual Settlement Payment and Individual PAGA Payment checks  
17 will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA  
18 Member does not cash or deposit his or her settlement payment check(s) within one-hundred  
19 eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be  
20 binding on that Participating Class Member or PAGA Member. After the 180 days has expired,  
21 the Settlement Administrator shall void the uncashed settlement checks and the amount of the  
22 uncashed settlement payments shall be transmitted to the State of California, to be held and  
23 disposed of by the Controller in accordance with California's Unclaimed Property Law for the  
24 benefit of the Participating Class Members and PAGA Members who did not cash the settlement  
25 checks until such time that they claim their property. The Parties agree that this disposition  
26 results in no "unpaid residue," as the entire Net Settlement Amount will be paid out to  
27 Participating Class Members, whether or not they timely cash their Individual Settlement  
28 Payments.

1       **5. MISCELLANEOUS PROVISIONS**

2           **5.1 This Settlement is Fair, Adequate and Reasonable.** The Parties believe this  
3 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
4 Settlement in arms-length negotiations, taking into account all relevant factors, present and  
5 potential.

6           **5.2 Invalidity of Any Provision.** Before declaring any provision of this Stipulation  
7 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
8 consistent with applicable precedents so as to define all provisions of this Stipulation valid and  
9 enforceable. Should the Court deem any clause or provision of this Stipulation be invalid, illegal,  
10 or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid,  
11 lawful, and enforceable.

12           **5.3 No Admission.** Neither the acceptance nor the performance by Defendant of the  
13 terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed  
14 to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the  
15 allegations in the Complaint, the representative character of the Action, the validity of any of the  
16 claims that were or could have been asserted by Plaintiff, Settlement Class Members and/or  
17 PAGA Members in the Action, or of any liability or guilt of Defendant or the Released Parties in  
18 the Action. Nothing in this Stipulation shall be construed to be or deemed an admission by  
19 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement  
20 Class Members, or any other person, and Defendant specifically disclaims any liability,  
21 culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, PAGA  
22 Members and any other person. Each of the Parties has entered into this Stipulation with the  
23 intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and  
24 contingencies.

25           **5.4 Cooperation.** The Parties agree to cooperate fully with one another to accomplish  
26 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,  
27 execution of such other documents and the taking of such other action as may reasonably be  
28 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise

1 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that  
2 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms  
3 set forth herein.

4           **5.5 Privacy of Documents and Information.** Plaintiff and Class Counsel agree that  
5 none of the documents and information provided to them by Defendant in connection with the  
6 Action and this Settlement shall be used for any purpose (including in any other litigation) other  
7 than this Settlement of the Action.

8           **5.6 Notices.** Unless otherwise specifically provided herein, all notices, demands, or  
9 other communications given hereunder shall be in writing and shall be deemed to have been duly  
10 given as of the third business day after mailing by United States certified mail, return receipt  
11 requested, addressed as follows:

12                           **To the Class Counsel:**

13                           Shaun Setareh  
14                           Jose Maria D. Patino, Jr.  
15                           Tyson Gibb  
16                           Setareh Law Group  
17                           9665 Wilshire Blvd., Suite 430  
18                           Beverly Hills, CA 90212

19                           **To Defendant:**

20                           Eric Meckley  
21                           Sarah Zenewicz  
22                           Kassia Stephenson  
23                           Morgan, Lewis & Bockius LLP  
24                           One Market, Spear Street Tower  
25                           San Francisco, California 94105-1126

26           **5.7 Drafting.** The Parties hereto agree that the terms and conditions of this  
27 Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between  
28 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 Plaintiff nor Plaintiff's counsel shall issue any press release or  
announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff's counsel  
agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the

1 terms of the settlement confidential except for purposes of communicating with Plaintiff only.  
2 Plaintiff understands that prior to the filing of a motion for preliminary approval, the Settlement is  
3 confidential and agrees to keep it confidential. From and after preliminary approval of the  
4 settlement, Plaintiff and Plaintiff's counsel may: (1) as required by law; (2) as required under the  
5 terms of the settlement; or (3) as required under counsel's duties and responsibilities as class  
6 counsel, communicate regarding the specific terms of the settlement. In all other cases, Plaintiff  
7 and Plaintiff's counsel agrees to limit their statements regarding the terms of the settlement,  
8 whether oral, written or electronic (including the world wide web), to say the Class Action has  
9 been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms.  
10 Nothing in this Paragraph is intended to interfere with Plaintiff's counsel's duties and obligations  
11 to faithfully discharge their duties as class counsel, including but not limited to, communicating  
12 with Settlement Class Members regarding the settlement, and nothing shall prohibit Plaintiff's  
13 counsel from referring to the settlement in adequacy of counsel declarations or related court  
14 filings.

15           **5.9 No Exclusion by Class Representative.** The Class Representative, by signing  
16 this Stipulation, is bound by the terms herein and further agrees not to request to be excluded  
17 from the Settlement and not to object to any terms of this Stipulation. Any such request for  
18 exclusion or objection shall therefore be void and of no force or effect. Defendant, Class  
19 Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge  
20 whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and  
21 such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees,  
22 costs or the Enhancement Award. However, either Party may appeal in the event an objector's  
23 objection is upheld by the trial court.

24           **5.10 Computation of Time.** If the prescribed time period in which to complete the  
25 required or permitted action expires on a Saturday, Sunday or legal holiday, such time period  
26 shall be continued to the following business day.

27           **5.11 Modification.** This Stipulation may not be changed, altered, or modified, except  
28 in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be

1 discharged except by performance in accordance with its terms or by a writing used by the Parties  
2 hereto.

3           5.12    **Binding on Successors.** This Stipulation shall be binding upon and inure to the  
4 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,  
5 successors, and assigns.

6           5.13    **Execution in Counterparts.** This Stipulation shall become effective upon its  
7 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and  
8 execution of counterparts shall have the same force and effect as if all Parties had signed the same  
9 instrument.

10           5.14   **Jurisdiction.** The Court shall retain jurisdiction with respect to the  
11 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to  
12 the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied  
13 in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained  
14 only in the Court.

15           5.15    **Headings.** Paragraph titles or captions contained in the Stipulation are inserted as  
16 a matter of convenience and for reference, and in no way define, limit, extend, or describe the  
17 scope of this Stipulation, or any provision thereof.

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

20 **AGREED AND UNDERSTOOD.**

21 Dated: 8/15/2024, 2024

  
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Lawrence Kelly, Jr.

ARAMARK SERVICES, INC.

24 Dated: Aug 14, 2024, 2024

  
Tracy Parola (Aug 14, 2024 14:07 PDT)

Tracy Parola  
Vice President and Assistant General Counsel

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**APPROVED AS TO FORM:**

SETAREH LAW GROUP

Dated: 8/20/2024, 2024

By:   
ID 3bYx5rnBbBkFZLwZkoRB2Ztz

Shaun Setareh  
Jose Maria D. Patino, Jr.  
Tyson Gibb  
Counsel for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: Aug 14, 2024, 2024

By: *Sarah Zenewicz*  
Sarah Zenewicz (Aug 14, 2024 12:35 PDT)

Eric Meckley  
Sarah Zenewicz  
Kassia Stephenson  
Attorneys for Defendant Aramark Services, Inc.