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17 *[Additional Counsel Listed On the Following Page]*

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 FOR THE COUNTY OF SAN BENITO

20 RAUL DELUNA, as an individual and on
21 behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ARAMARK UNIFORM & CAREER
APPAREL, LLC, a Delaware limited
25 liability company; and DOES 1 through 50,
26 inclusive,

27 Defendants.

CASE NO. CU-19-00059

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE
OF CLAIMS**

Date: _____, 2025

Time: _____ a.m./p.m.

Dept.: 1

Action Filed: April 3, 2019

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**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND
RELEASE**

Plaintiff Raul Deluna (“Plaintiff”), by and through his attorneys of record, and Defendant Aramark Uniform & Career Apparel, LLC (“Defendant” or “Aramark”), by and through its attorneys of record, respectively, (collectively, the “Parties”) agree to the following binding terms (the “Agreement” or “Settlement Agreement”) for the settlement of the putative class action and PAGA representative action entitled *Raul Deluna, as an individual and on behalf of all others similarly situated, Plaintiffs, v. Aramark Uniform & Career Apparel, LLC, a Delaware limited liability company; and Does 1 through 50, inclusive*, pending before the Superior Court of the State of California, County of San Benito, Case No. CU-19-00059 (the “Action”):

I. RECITALS

A. **WHEREAS**, on March 13, 20219, Plaintiff’s Counsel sent a letter to the California Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699.3(a)/(c) seeking to exhaust Plaintiff’s administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698, *et seq.*, and specifically identifying the following issues: (1) failing to pay minimum wages for non-productive time in violation of Labor Code §§ 201-204, 226.2, 1194, 1197, and 1197.1; (2) failing to pay rest breaks in compliance with Labor Code §§ 201-204, 226.2, and 226.7;

B. **WHEREAS**, on April 3, 2019 Plaintiff commenced this Action in Superior Court for the State of California, County of San Benito, alleging five causes of action: (1) violation of Labor Code §§ 226.2, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 226.2 and 226.7; (3) violation of Labor Code § 226(a) and 226.2; (4) violation of Business & Professions Code § 17200, *et seq.*, the Unfair Competition Law or “UCL”; (5) violation of the Labor Code § 2698, *et seq.*, the Private Attorney Generals Act (the “PAGA”);

C. **WHEREAS**, on April 11, 2019, Plaintiff filed a First Amended Class Action Complaint, which added allegations regarding Plaintiff’s separation of employment and a claim for waiting-time penalties pursuant to Labor Code §§ 201-203;

D. **WHEREAS**, on May 10, 2019, Defendant removed this action to the United States

1 District Court for the Northern District of California;

2 E. **WHEREAS**, on July 15, 2019, the District Court granted Plaintiff’s motion for
3 remand, resulting in this case being remanded back to the Superior Court;

4 F. **WHEREAS**, since this case was remanded, the Parties have engaged in several
5 years of litigation, including written and deposition discovery, and heavy motion practice, including
6 motions for summary adjudication and class certification;

7 G. **WHEREAS**, Defendant denies that it has engaged in any alleged unlawful conduct,
8 denies that it has violated any statute, principle of common law or equity, rule or regulation, and
9 maintains that it has fully complied at all times with California law;

10 H. **WHEREAS**, on April 22, 2025, the Parties attended mediation with Michael D.
11 Young, Esq. Prior to mediation, Defendant’s Counsel provided Plaintiff’s counsel with
12 timekeeping, payroll and other data from which Plaintiff’s counsel could calculate damages.

13 I. **WHEREAS**, extensive arm’s-length settlement negotiations took place between the
14 Parties, including a full day of mediation with Michael D. Young, Esq., following which the Parties
15 were able to reach this settlement;

16 J. **WHEREAS**, after discovery and investigation of the facts and law (described
17 below), after years of motion practice, and after carefully considering the applicable law, Plaintiff
18 and his counsel have concluded that: (i) it is in the best interests of the Class (defined below) to
19 enter into the settlement described herein in order to avoid the uncertainties of litigation and to
20 assure benefits to the Class Members (defined below); and (ii) the terms and conditions of this
21 Agreement, and the settlement contemplated hereby, are fair, reasonable and adequate and in the
22 best interests of all of the Class Members;

23 K. **WHEREAS**, Defendant has conducted an investigation into the allegations raised
24 by Plaintiff in the Action and evaluated the information elicited through discovery and has
25 concluded that, despite its good faith belief that it is not liable for any of the claims asserted in the
26 Action and has meritorious defenses to those claims, Defendant will enter into this Agreement to
27 obtain the conclusive and complete settlement of the Action and solely to avoid: (i) the further
28 expense, inconvenience, and burden of this litigation; (ii) the distraction and diversion of its

1 personnel and resources; and (iii) the risk and uncertainty of the outcome inherent in any litigation;

2 L. **WHEREAS**, the Parties hereto agree that this Agreement shall not be deemed or
3 construed to be an admission or evidence of any violation of any statute, rule, regulation, or
4 principle of common law or equity, or of any liability or wrongdoing whatsoever by Defendant, or
5 the truth of any of the claims asserted in the Action;

6 M. **WHEREAS**, on April 15, 2022, the Court granted Defendant’s motion for summary
7 judgment for failure to provide rest breaks and failure to pay rest break premiums based on Federal
8 Motor Carrier Safety Administration (“FMCSA”) preemption. That motion did not seek to apply
9 the FMCSA preemption doctrine to a claim for meal periods or meal premiums, which had not been
10 expressly alleged. Had it done so, the Parties acknowledge that the Court likely would have applied
11 similar reasoning and dismissed any meal period claims.

12 N. **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and
13 warranties set forth herein, Plaintiff, the Class (defined below) and Defendant agree, subject to
14 Court approval, as set forth herein.

15 **II. REPRESENTATION OF THE PARTIES**

16 A. Counsel for the Settlement Class (referred to herein as “Class Counsel”) are Larry
17 W. Lee and Max W. Gavron of Diversity Law Group, 515 S. Figueroa Street, Suite 1250, Los
18 Angeles, CA 90071; William L. Marder of Polaris Law Group, 501 San Benito Street, Suite 200,
19 Hollister, California 95023; and Dennis S. Hyun of Hyun Legal, APC, 515 S. Figueroa, Street,
20 Suite 1250, Los Angeles, CA 90071. Counsel for Defendant (“Defendant’s Counsel”) is Eric
21 Meckley, Sarah Zenewicz and Sarah Davidson of Morgan, Lewis & Bockius LLC, One Market,
22 Spear Street Tower, San Francisco, California 94105.

23 B. Class Counsel conducted an extensive investigation of the facts surrounding the
24 claims asserted in this Action prior to filing suit and also obtained and reviewed Defendant’s payroll
25 documents and data for 100% of the Class at the time of the Parties’ mediation. The Parties also
26 engaged in multiple rounds of formal written discovery and completed the depositions of Plaintiff,
27 Defendant’s persons most knowledgeable, and numerous class members.

28 C. The Parties attended mediation before Michael D. Young, Esq., on April 22, 2025,

1 which resulted in a settlement after a full day of mediation.

2 **III. TERMS OF SETTLEMENT**

3 **A. Settlement Parties**

4 1. **Conditional Certification of a Settlement Class:** For the purposes of this
5 Settlement only, the Parties agree to conditional certification of the settlement class that consists
6 of the following: all Commission Route Sales Representatives (“RSRs”) employed by Defendant
7 in California who were paid, in whole or in part, on a commission basis under the “better than”
8 system during at least one pay period within the Class Settlement Period (“Class” or “Class
9 Members”). If, for any reason, the Settlement is not approved, the stipulation to certification will
10 be void. Should the Settlement not become final, for whatever reason, the fact that the Parties were
11 willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall
12 not be admissible in connection with, the issue of whether a class should be certified in a non-
13 settlement context in the Lawsuit, and shall have no bearing on, and shall not be admissible in
14 connection with, the issue of whether a class should be certified.

15 2. The Class Period includes the period from March 13, 2018 through and
16 including July 6, 2025 (“Class Period”).

17 3. Class Members who have not submitted timely and valid requests for
18 exclusion or requests for exclusion otherwise accepted by the Settlement Administrator and
19 Defendant are referred to as “Participating Class Members.”

20 4. **Aggrieved Employees:** The Aggrieved Employees are all Settlement Class
21 Members employed by Defendant at any time during the PAGA Settlement Period (“Aggrieved
22 Employees”).

23 5. The PAGA Period includes the period from March 13, 2018 through and
24 including July 6, 2025 (“PAGA Period”).

25 6. **“Plaintiff” or “Class Representative” Definition:** Plaintiff Raul Deluna.
26 Plaintiff was employed by Defendant as a non-exempt employee from about April 21, 2014, until
27 on or about April 3, 2019. Plaintiff has no conflicts with the Class and has agreed to represent the
28 Class. Class Counsel believes that Plaintiff is an adequate class representative.

1 7. **“Released Class Claims” Definition:** The claims released by Participating
2 Class Members (the “Released Class Claims”) are all federal, state and local law claims, rights,
3 demands, liabilities, penalties and causes of action, asserted in the Lawsuit, and all claims that could
4 have been asserted in the Lawsuit arising from the same alleged facts in any of the operative
5 complaints on file, including causes of action for or based on (1) violation of Labor Code §§ 226.2,
6 558, 1194, 1197 and 1197.1 for failure to pay for all hours worked; (2) failure to provide rest periods
7 and/or pay rest period premiums (Lab. Code §§ 226.2, 226.7); (3) failure to provide accurate
8 itemized wage statements (Lab. Code §§ 226, 226.2); (4) failure to timely pay all wages owed
9 during employment and upon termination (Lab. Code §§ 201, 202, 203 and 204); and (5) unfair
10 competition (Bus. & Prof. Code §§ 17200 *et seq.*)

11 8. **“Released PAGA Claims” Definition:** The claims released by Aggrieved
12 Employees (the “Released PAGA Claims”) are all claims for civil penalties under the PAGA based
13 on the same alleged causes of action and facts in the Lawsuit, including but not limited to claims
14 for violations of the California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 558, 1194,
15 1197 and 1197.1.

16 9. **“Released Parties” Definition:** Defendants and all affiliated parties and
17 entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners,
18 members, successors, shareholders, divisions, insurers, counsel, and each of these entities’
19 respective past and present directors, officers, employees, partners, shareholders, members and
20 representatives.

21 B. **Settlement Amount and Terms**

22 1. **Gross Settlement Amount:** The Gross Settlement Amount that Defendant
23 will be obligated to pay in connection with the Settlement shall be \$800,000.00, which includes,
24 all attorneys’ fees, costs, and expenses related to the Action, which includes all such fees, costs,
25 and expenses incurred to date, as well as all such fees, costs, and expenses incurred in documenting
26 the Settlement, securing the Court approval of the Settlement, administering the Settlement
27 (including the Settlement Administrator’s fees and expenses), the payment of PAGA penalties to
28 the California Labor & Workforce Development Agency and Aggrieved Employees, the

1 enhancement payment to the Class Representative, as approved by the Court, and all payments to
2 Participating Class Members. The Gross Settlement Amount does not include Defendants' payment
3 of employer-side payroll taxes, which Defendants shall pay separately from and in addition to the
4 Gross Settlement Amount. This settlement is non-reversionary; no portion of the monies shall revert
5 to Defendant.

6 2. **Payment by Defendant:** Defendant shall make a transfer through respective
7 payments of all moneys owed under the Agreement to a Qualified Settlement Fund ("QSF")
8 established by the Settlement Administrator at the time prescribed herein, and the Settlement
9 Administrator will distribute all settlement proceeds payable after the Effective Date in accordance
10 with the terms set forth in this Agreement.

11 3. **Responsibility for Employer Taxes:** To the extent that any portion of
12 Participating Class Members' settlement proceeds constitute wages, Defendant will be separately
13 responsible for the employer-paid portion of any taxes, including the employer-paid portion of
14 FICA, Medicare, FUTA, and SDI contribution, which shall not be paid from the Gross Settlement
15 Amount. These funds, however, will be sent to, and distributed from, the QSF. Participating Class
16 Members' portion of taxes on the portion of the settlement payment constituting wages will be
17 deducted by the Settlement Administrator and remitted as required by law.

18 4. **Class Representative Enhancement Payment:** Defendant will not oppose
19 Plaintiff's application to the Court for a Class Representative Enhancement Payment in the amount
20 of \$15,000.00 to Plaintiff to be paid out of the Gross Settlement Amount, in addition to Plaintiff's
21 Individual Settlement Payment, in recognition for Plaintiff's efforts and work in prosecuting the
22 Action on behalf of the Class. The enhancement shall be independent of any other benefits to which
23 Plaintiff may be entitled as a Class Member pursuant to this Agreement. The Settlement
24 Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payment
25 and Plaintiff will be responsible for correctly characterizing this payment for tax purposes and to
26 pay any taxes owing on said amount. A reduction by the Court of this Enhancement is not grounds
27 to void this Agreement. To the extent the Court does not approve the full amount of the requested
28 Enhancement, the non-approved amount will become part of the Net Settlement Amount.

1 5. **Attorneys’ Fees and Costs:** Class Counsel may apply to the Court for
2 attorneys’ fees in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount,
3 equal to \$280,000.00, and also apply for reimbursement of actual litigation costs in the amount of
4 up to \$55,000.00, subject to Court approval. Defendant has agreed not to oppose Class Counsel’s
5 request for fees and reimbursement of costs and expenses as set forth herein, which remains within
6 the discretion of the Court, however, Defendant reserves the right to challenge Plaintiff counsel’s
7 request for fees and costs if the request exceeds the parameters established in this Agreement.
8 Plaintiff’s counsel shall submit a declaration to the Court detailing the costs incurred and/or
9 expected to be incurred in the Action. The Settlement Administrator shall issue an IRS Form 1099
10 to Class Counsel reflecting the awarded attorneys’ fees, costs, and expenses. Should Plaintiff and/or
11 Class Counsel request a lesser amount for attorneys’ fees and/or the Court approve a lesser amount,
12 the difference between the lesser amount and the maximum attorneys’ fees permitted to be sought
13 by the terms of this Paragraph will be added to the Net Settlement Amount. In consideration of
14 their awarded attorneys’ fees and expenses, Class Counsel waives and releases all claims to any
15 further attorneys’ fees, costs, and expenses in connection with the Action. Class Counsel, however,
16 reserves the right to appeal an Order reducing the fees requested by Class Counsel, though they
17 waive any right to seek fees in connection with that appeal. A reduction by the Court of Class
18 Counsel attorneys’ fees, or the rejection of any appeal, is not grounds to void this Agreement.

19 6. **Settlement Administration Costs:** The Parties agree to pay a Settlement
20 Administrator, which is agreed to as Apex Class Action Administration, an independent third party,
21 which was mutually chosen by Class Counsel and Defendant’s Counsel, for its fees and expenses
22 related to services rendered in this case in an amount up to \$12,290.00, payable from the Gross
23 Settlement Amount. The Parties each represent that they do not have any financial interest in the
24 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
25 could create a conflict of interest.

26 7. **PAGA Penalties:** This shall be the amount that the Parties have agreed to
27 pay the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved
28 Employees in connection with the PAGA claim. Subject to Court approval, the Parties agree that

1 the amount of \$40,000.00 from the Gross Settlement Amount will be designated for satisfaction of
2 Plaintiff's and Aggrieved Employees' PAGA claims ("PAGA Penalties"). Pursuant to the PAGA,
3 seventy-five percent (75%), or \$30,000.00, of the PAGA Penalties will be paid to the LWDA
4 ("LWDA Payment"), and twenty-five percent (25%), or \$10,000.00 of the PAGA Penalties, will
5 be paid to the Aggrieved Employees ("Aggrieved Employees Payment"). The Aggrieved
6 Employees Payment will be distributed among the Aggrieved Employees on a *pro rata* basis, based
7 on the number of pay periods worked by an individual Aggrieved Employee during the PAGA
8 Period as compared to the total number of pay periods worked by all Aggrieved Employees during
9 the PAGA Period. Pursuant to the July 1, 2016 amendments to the PAGA, the LWDA Payment
10 will be forwarded to the LWDA by the Settlement Administrator and any reallocation of settlement
11 proceeds to increase the PAGA Penalties will not constitute grounds by either Party to void this
12 Agreement, only so long as the Gross Settlement Amount remains the same.

13 8. **Net Settlement Amount:** After deducting the Class Representative
14 Enhancement Payment, Class Counsel's awarded attorneys' fees and costs, the PAGA Penalties,
15 and the Settlement Administration Costs, the balance of the Gross Settlement Amount will
16 constitute the "Net Settlement Amount."

17 9. **Net Settlement Amount Distribution Formula:** The Net Settlement
18 Amount, currently estimated to be \$397,710.00, shall be apportioned to Participating Class
19 Members as follows: The Settlement Administrator will allocate the Individual Settlement
20 Payments by first dividing the Net Settlement Amount by the total number of workweeks worked
21 by all Class Members during the Class Period. That value will then be multiplied by the number
22 of workweeks each respective Participating Class Member worked during the Class Period to
23 arrive at the Individual Settlement Amount for each respective Participating Class Member.

24 Defendant understands and agrees to provide all data necessary to the Settlement
25 Administrator to perform these calculations in a format that is readily accessible and usable
26 containing the Class Member's name, address, telephone number, Social Security number, and
27 number of workweeks each individual worked during the Class Period and/or PAGA Period ("Class
28 List and Data").

1 10. **Individual Settlement Payments:** Once all requests for exclusion have
2 been submitted, the Settlement Administrator will allocate the Net Settlement Amount to
3 Participating Class Members, based upon the afore-mentioned basis.

4 11. **Classification of the Individual Settlement Payments:** The payments to
5 Participating Class Members will be characterized as 25% attributable to claims for wages (for
6 which each Participating Class Member will be issued an IRS Form W-2 for such payment to him
7 or her) and 75% attributable to claims for penalties and interest (for which each Participating Class
8 Member will be issued an IRS Form 1099 for such payment to him or her). All employer-side payroll
9 taxes shall be paid by Defendant in addition to and separate from the Gross Settlement Amount.

10 12. **Classification of the Aggrieved Employees Payments:** The payments to
11 Aggrieved Employees will be characterized as 100% penalties.

12 13. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT (FOR
13 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
14 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
15 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
16 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
17 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
18 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
19 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
20 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 C.F.R.
21 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
22 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
23 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
24 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
26 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
27 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
28 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
 2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
 3 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
 4 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
 5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
 6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
 7 AGREEMENT.

8 14. **No Effect on Benefits:** The Individual Settlement Payments paid to
 9 Participating Class Members, the Aggrieved Employees Payments, and the Class Representative
 10 Enhancement Payment paid to Plaintiff shall be deemed not to be “pensionable” earnings and shall
 11 not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*,
 12 vacation, holiday pay, retirement plans, etc.) of Participating Class Members, Aggrieved
 13 Employees, or Plaintiff. The Parties agree that any Individual Settlement Payments, Aggrieved
 14 Employees Payments, or Class Representative Enhancement Payment paid to Participating Class
 15 Members, Aggrieved Employees, or Plaintiff, respectively, under the terms of this Agreement do
 16 not represent any modification of Participating Class Members’, Aggrieved Employees’, or
 17 Plaintiff’s previously credited hours of service or other eligibility criteria under any employee
 18 pension benefit plan, employee welfare benefit plan, or any other plan or program, sponsored by
 19 Defendant. Further, any Individual Settlement Payments, Aggrieved Employees Payments, or the
 20 Class Representative Enhancement Payment paid hereunder shall not be considered
 21 “compensation” in any year for purposes of determining eligibility for, or benefit accrual within,
 22 an employee pension benefit plan, employee welfare benefit plan, or any other plan or program
 23 sponsored by Defendant.

24 C. **Process for Approval of Settlement:**

25 1. **Preliminary Approval:** Class Counsel will move the Court for preliminary
 26 approval of the Settlement as soon as practicable as permitted by the Court. Class Counsel shall
 27 provide Defendant’s counsel with a draft of the preliminary approval motion and proposed
 28 preliminary approval order at least 5 days before filing with the Court to allow Defendant’s counsel

1 the opportunity to provide comments and edits to the motion and proposed order. Class Counsel
2 shall apply for a Preliminary Approval Order that contains the following provisions:

- 3 a. Conditionally certifying the Class for settlement purposes only;
- 4 b. Preliminarily approving the Agreement under the legal standards
5 relating to the preliminary approval of class action settlements;
- 6 c. Approving the form of the Class Notice (as defined below in
7 Paragraph (C)(3)), and finding that the proposed method of
8 disseminating the Class Notice is the best notice practicable under
9 the circumstances;
- 10 d. Approving Apex Class action Administrators as the Settlement
11 Administrator;
- 12 e. Establishing the procedures and the deadline by which Class
13 Members may assert objections to the Settlement; and
- 14 f. Setting a date for the Final Approval Hearing.

15 2. **Settlement Administrator:** The Parties agree that the Settlement
16 Administrator shall have the authority to mail the Class Notice, create and administer the Gross
17 Settlement Amount, process requests for exclusion, and disburse sums from the Gross Settlement
18 Amount. The Settlement Administrator must have adequate security to protect the privacy rights of
19 the employees about whom it is receiving information, and to protect the QSF, and must
20 memorialize this in a contract that meets with the approval of the Parties.

21 3. **Class Notice:** The Parties will jointly draft a Notice of Class Action
22 Settlement (“Class Notice”) and submit it to the Court for approval, which shall be attached to this
23 Agreement as Exhibit “A.” Class Members will not be required to submit a claims form to
24 participate in the Settlement. The Class Notice will include, non-exclusively, information regarding
25 the nature of the Action, a summary of the substance of the Settlement, the Class definition, the
26 time period for objecting to the Settlement or seeking exclusion, the date for the final approval
27 hearing, and the formula used for the Individual Settlement Payments. The Class Notice shall
28 include the time period during which the Class Members and/or Aggrieved Employees worked

1 during the applicable Class Period and/or the number of relevant workweeks and/or pay periods,
 2 and the Class Member/Aggrieved Employee’s Estimated Individual Settlement Payment. If the
 3 employment dates and/or number of workweeks and/or pay periods listed on the form is disputed,
 4 the Class Member/Aggrieved Employee disputing the information may produce evidence to the
 5 Settlement Administrator showing such employment dates he or she contends should be shown on
 6 the Class Notice, through the dispute process described in Paragraph III(E), below.

7 **4. Provision of Class Member Names to the Settlement Administrator:**

8 Within twenty-one (21) calendar days after Preliminary Approval of the Settlement, Defendant
 9 shall provide the Settlement Administrator with the Class List and Data, including the data set forth
 10 paragraphs III(B)(9) and (10) above. Defendant agrees to provide the Class List and Data in an
 11 electronic form that is usable and agreed upon by the Settlement Administrator.

12 **5. Mailing of Notice:** Within ten (10) days of receipt of the Class List and Data,

13 the Settlement Administrator shall mail the Class Notice to Class Members via first-class regular
 14 U.S. Mail. Class Members will have forty-five (45) days from the mailing of the Class Notice to
 15 submit objections or requests for exclusion.

16 **6. Class List and Data Confirmation Checks:** Prior to mailing, the

17 Settlement Administrator will perform a search based on the National Change of Address Database
 18 information to update and correct for any known or identifiable address changes. If a new address
 19 is obtained by way of a returned Class Notice, then the Settlement Administrator shall promptly
 20 forward the original Class Notice to the updated address via first-class regular U.S. Mail indicating
 21 on the original Class Notice the date of such re-mailing. Where a Class Notice is returned as
 22 undeliverable, without a forwarding address, the Settlement Administrator will perform a
 23 computer/SSN and “skip trace” search via U.S. Postal Service records to obtain an updated address
 24 and will perform a single re-mailing. The Parties agree to cooperate with the Settlement
 25 Administrator to locate a more recent address for Class Members, where necessary.

26 **7. Requests for Exclusions:** The Notice Packet shall state that Class Members

27 who wish to exclude themselves from the Class must timely submit a written request for exclusion.
 28 Any such request for exclusion must be made in accordance with the terms set forth in the Notice

1 and will be deemed timely only if postmarked on or before forty-five (45) days following the initial
2 date of mailing of the Class Notice by the Settlement Administrator (“Exclusion Deadline”). Such
3 request for exclusion must contain the full name, all other names used during employment with
4 Defendant, the last four digits of his/her Social Security number, address, and telephone number of
5 the person requesting exclusion, must be signed by the Class Member, and must be returned by
6 mail to the Settlement Administrator at the specified address, and must be postmarked on or before
7 the Exclusion Deadline. The date of the postmark on the return mailing envelope shall be the
8 exclusive means used to determine whether a request for exclusion has been timely submitted.
9 Except as stated herein, any Class Member who opts out of the Class by submitting a timely and
10 valid request for exclusion will not be entitled to any recovery under the Agreement and will not
11 be bound by the Agreement or have any right to object or file an appeal. In light of the binding
12 nature of a PAGA judgment on non-party employees, a Class Member who is also an Aggrieved
13 Employee will receive his or her portion of the PAGA Penalties and be bound by the Released
14 PAGA Claims regardless of whether a timely request for exclusion is submitted. Class Members
15 who do not submit a valid and timely request for exclusion shall be bound by all the terms of the
16 Agreement and any final judgment or order in this Class Action. Upon request, the Settlement
17 Administrator shall provide counsel for the Parties with a complete list of all Class Members who
18 have timely submitted a request for exclusion. The Parties agree that they will not encourage any
19 Class Member to seek exclusion.

20 8. **Objections:** To object to the Settlement, a Class Member should file an
21 objection with the Court and mail a copy to the Settlement Administrator not later than forty-five
22 (45) calendar days after the Class Notice is first mailed. If a Class Member excludes himself/herself
23 from the Class, he/she will have no standing to object to the Settlement. To be timely, all objections
24 must be postmarked no later than forty-five (45) days after the initial date of mailing of the Class
25 Notice by the Settlement Administrator (“Objection Deadline”). A written objection must contain
26 the objecting person’s full name, current address, telephone number, be signed by the Class
27 Member, and include all objections and the reasons therefore, and include any and all supporting
28 papers if an objector chooses to file such (including, without limitations, all briefs, written evidence,

1 and declarations). Class Members will be notified that a Class Member who desires to object but
2 who fails to comply with the objection procedure set forth herein may have his/her objection
3 rejected by the Court. The Settlement Administrator shall send all objections by email .pdf
4 attachment to Defendant's Counsel and Class Counsel, who then shall be responsible for filing the
5 objection with the Court. If a Class Member wishes to appear at the Final Approval Hearing and
6 present his or her objection to the Court orally, the objector's written statement must include the
7 objector's statement of intent to appear at the Final Approval Hearing. Class Members will be
8 notified that if a Class Member does not specify in his or her objection that he/she intends to present
9 objections orally at the Final Approval Hearing he/she may not have the right to present objections
10 orally at the Final Approval Hearing. Any Class Member who files an objection remains eligible to
11 participate as a Class Member and receive monetary compensation from the Settlement. Even if a
12 Class Member does not submit a written objection, he/she may still appear at the Final Approval
13 Hearing and orally present any objections. The Parties agree that they will not encourage any Class
14 Member to object to the terms of the Settlement.

15 9. **Certification Reports:** The Settlement Administrator will provide
16 Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of members
17 of the Class who have submitted valid requests for exclusion; (b) whether any Class Members have
18 objected; and (c) whether any Class Member has submitted a challenge to the employment dates
19 and/or number of workweeks contained in his/her Class Notice. Additionally, the Settlement
20 Administrator will provide counsel for both Parties with any updated reports regarding the
21 administration of the Agreement as needed or requested. Further, the Settlement Administrator shall
22 forward any objections and/or requests for exclusion to the Parties' counsel upon receipt.

23 10. **Declaration from Settlement Administrator:** Thirty (30) calendar days
24 before the Final Approval Hearing, the Settlement Administrator shall provide to all Parties a
25 declaration under penalty of perjury concerning the following:

- 26 a. Confirmation that the Class Notice was mailed and, if applicable, re-
27 mailed pursuant to the terms of this Agreement; and
28 b. The number of all Class Members who properly and timely

1 submitted a request for exclusion;

2 c. Any additional information requested by the Court.

3 The Settlement Administrator will provide an updated declaration containing the same
4 information seven (7) calendar days before the Final Approval Hearing.

5 11. If more than 3.5% of the Settlement Class opts out, Defendants in their sole
6 discretion may terminate the Settlement Agreement. No party to the Lawsuit or counsel to any
7 party to the Lawsuit may solicit Settlement Class members to opt-out of the Settlement. If
8 Defendants elect to terminate the Settlement Agreement, Defendants shall pay for all of the
9 Settlement Administrator's costs incurred to the date that Defendants communicate their intent to
10 terminate to Plaintiff and the Settlement Administrator. Defendant must exercise this right of
11 rescission in writing to Class Counsel, within fourteen (14) calendar days after the Settlement
12 Administrator notifies the Parties of the total number of exclusions.

13 12. Defendant identified 979 Class Members and approximately 122,000
14 workweeks in the Class Settlement Period. In the event that the actual number of workweeks in
15 the Class Settlement Period exceeds 122,000 by more than 12% (*i.e.*, more than 136,640 total
16 workweeks), then at Defendant's option in its sole discretion, either (a) the Gross Settlement
17 Amount shall increase by the same number of percentage points above 12% the actual number of
18 workweeks exceeds the 122,000 estimate (*e.g.*, if the actual workweeks during the Class Settlement
19 Period are 137,860, which is 13% greater than the estimated number of workweeks, then the Gross
20 Settlement Amount increases by 1% to \$808,000); or (b) the Class Settlement Period shall end as
21 of the date the workweeks during the Class Settlement Period reach 136,640 workweeks.

22 **D. Final Approval:**

23 1. If Defendant does not exercise the right to rescind the Settlement solely as
24 provided for herein, a motion for final approval of the Settlement will be filed by Class Counsel,
25 which will include a request for an award of the Class Representative Enhancement Payment and
26 Class Counsel's attorneys' fees, costs and expenses, as provided herein. Class Counsel shall provide
27 Defendant's counsel with a draft of the final approval motion and proposed final approval order at
28 least 5 days before filing with the Court to allow Defendant's counsel the opportunity to provide

1 comments and edits to the motion and proposed order. Plaintiff's Motion, filed in accordance with
2 the terms set forth herein, shall request that the Court enter a Final Approval Order and Judgment
3 as follows:

- 4 a. Finding that the dissemination of the Class Notice in the form and
5 manner ordered by the Court was accomplished as directed, met the
6 requirements of due process, was the best notice practicable under
7 the circumstances, and constituted due and sufficient notice to all
8 parties entitled thereto;
- 9 b. Finding that Plaintiff and Class Counsel herein have fairly and
10 adequately represented and protected the interests of the Class at all
11 times in the Action;
- 12 c. Finally approving the Agreement and the Settlement terms as fair,
13 reasonable and adequate and directing consummation of the
14 Agreement in accordance with its terms and provisions;
- 15 d. Making effective and enforceable the Released Class Claims and
16 Released PAGA claims as defined in the Agreement;
- 17 e. Entering judgment directing the Parties to implement the terms of the
18 Agreement, including, without limitation, the provisions regarding
19 the payment of the Individual Settlement Payments to each Class
20 Member as set forth in this Agreement;
- 21 f. Entering judgment defining the Class;
- 22 g. Upon payment of settlement funds as set forth in Paragraph III(F)
23 below, Notice of Satisfaction of Judgment shall be entered;
- 24 h. Awarding reasonable attorneys' fees, costs and expenses to Class
25 Counsel as provided in Paragraph III(B)(5), and subject to the
26 limitations set forth therein or reserving jurisdiction with respect
27 thereto;
- 28 i. Awarding the Class Representative Enhancement Payment to

1 Plaintiff as provided herein, and subject to the limitations set forth
2 therein, or reserving jurisdiction with respect thereto; and
3 j. Reserving continuing and exclusive jurisdiction over all matters
4 related to the administration and consummation of the terms of this
5 Agreement, over the enforcement, construction, and interpretation of
6 the Judgment, including, but not limited to, the provisions therein
7 enjoining any further litigation of Released Class Claims and
8 Released PAGA Claims, as provided below, and over Plaintiff and
9 all Participating Class Members and Aggrieved Employees (and their
10 attorneys) in connection therewith.

11 2. If the Court does not grant final approval of the Settlement, or if the Court’s
12 final approval of the Settlement is reversed or materially modified on appeal, then the Settlement
13 will become null and void and of no further force and effect, and all negotiations, proceedings, and
14 statements relating thereto shall be without prejudice as to the rights of any and all Parties, and their
15 respective predecessors and successors shall be deemed to have reverted to their respective
16 positions in this Action as of the date and time immediately prior to the execution of this
17 Agreement, and except as otherwise expressly provided, the effect shall be the same as if the
18 Agreement was terminated pursuant to Paragraph 5 below.

19 3. The Parties, including Counsel, will use their best efforts to obtain
20 preliminary and final approval as quickly as possible, and will not encourage any Class Member to
21 opt-out or object to the terms of this Agreement or preliminary and final approval.

22 4. In the event that any provision of the Settlement is rejected by the Court, the
23 Parties will work cooperatively and in good faith to negotiate one ore more provisions to address
24 the material substance of the rejected term. The Parties agree to use the services of a mediator if
25 necessary to the extent that informal efforts to negotiate a resolution of the rejected term have been
26 exhausted.

27 5. If, following the Parties’ good faith efforts and mediation, the Parties cannot
28 agree on provisions that adequately address the rejected term, or if ultimately (a) the Court declines

1 to enter the Preliminary Approval Order or to enter the Judgment or any part thereof as provided
 2 for therein, or the Parties hereto after good faith efforts and mediation fail to consent to the entry
 3 of alternative forms of Judgment, in lieu thereof, or after such consent the Court declines to enter
 4 such alternate form of Judgment; or (b) any conditions to the Agreement are not satisfied; or (c) the
 5 Court disapproves this Agreement, or any term contained in this Agreement, and such disapproval
 6 becomes final by reason of its affirmance on appeal or lapse of time or otherwise; or (d) the Court
 7 approves this Agreement, including any amendments hereto, but any such judgment and approval
 8 is finally reversed on appeal, then in any such event, this Agreement shall be void and the
 9 Preliminary Approval Order and the Final Approval Order and Judgment shall be vacated upon
 10 application to the Court. In such event, (a) this Agreement and the Settlement (with the exception
 11 of this Paragraph III.D.5) shall be terminated and become void and of no effect; (b) any actions
 12 taken or to be taken in connection with this Agreement and the settlement terms shall become null
 13 and void and of no effect; (c) this Agreement and the settlement terms and any hearings or
 14 proceedings thereunder shall not be referred to or used as evidence for or against any party or Class
 15 Member in this or any other action or proceedings; and (d) all proceedings, including any discovery,
 16 shall resume thirty (30) days thereafter as if this Agreement had not been proposed for approval of
 17 the Court.

18 **E. Class Member Disputes:**

19 1. **Disputes as to Calculation:** If a Class Member and/or Aggrieved Employee
 20 disputes the employment dates and/or number of workweeks and/or pay periods listed on the Class
 21 Notice, the Class Member/Aggrieved Employee may produce evidence to the Settlement
 22 Administrator indicating this information is incorrect. Any such disputes will be deemed timely
 23 only if postmarked on or before forty-five (45) days following the initial date of mailing of the
 24 Class Notice by the Settlement Administrator. An individual can dispute his/her workweeks only
 25 if he/she does not exclude himself/herself from the Settlement. However, because Aggrieved
 26 Employees cannot opt-out from the PAGA Released Claims and receipt of the Aggrieved Employee
 27 Payment, Aggrieved Employees can dispute their pay periods even if they opt-out from the
 28 Settlement. Defendant's records will be presumed determinative absent evidence to rebut

1 Defendant's records. Class Counsel and Defendant's Counsel shall meet and confer in an attempt
2 to reach an agreement regarding whether an adjustment is warranted based on the documentary
3 evidence submitted by the Class Member/Aggrieved Employee to challenge the number of
4 workweeks and/or pay periods worked during the Class Period and/or PAGA Period. If they cannot
5 agree, then the Settlement Administrator shall make the final determination if an adjustment is
6 warranted as to which dates should be applied based on the evidence submitted by the Class
7 Member. All such disputes are to be resolved not later than fourteen (14) calendar days after the
8 Response Deadline.

9 2. **Expiration of Settlement Checks:** Any checks issued by the Settlement
10 Administrator to Class Members shall be negotiable for not less than one hundred eighty (180) days
11 from issuance. Those funds represented by Settlement Checks remaining un-cashed for more than
12 180 days after issuance (collectively, "Voided Settlement Checks") will be transmitted to the
13 California State Controller's Office's Unclaimed Property Division in the name of the Participating
14 Class Member and/or Aggrieved Employee to whom the funds relate.

15 F. **Distribution to Class Members, Plaintiff, and Class Counsel**

16 1. **Effective Date:** "Effective Date" means the later of: (a) the day the Final
17 Approval Order and Judgment is entered if no objections are made to the settlement; (b) if any
18 objections are made to settlement, but no appeals are filed, the sixtieth (60th) day after the Court
19 enters an order granting final approval of the Joint Stipulation of Class Action and PAGA
20 Settlement and Release of Claims; (c) if any timely appeals are filed, thirty (30) days after the
21 resolution (or withdrawal) of any such appeal in a way that does not materially alter the terms of
22 the Settlement.

23 2. **Funding of the Qualified Settlement Fund:**

24 a. Within seven (7) days after the Effective Date, the Settlement
25 Administrator will provide Defendant with an itemized breakdown of the total funds required to
26 fully fund the Gross Settlement Amount and provide wire transfer instructions to an escrow account
27 set up by the Settlement Administrator. . Within seven (7) days of receiving the payment
28 information from the Settlement Administrator, Defendant will wire the funds required to fully

1 fund the Gross Settlement Amount, plus Defendant's portion of any employer-paid payroll tax
2 obligations as set forth in Paragraph III(B)(3) of this Agreement and as calculated by the Settlement
3 Administrator, into a Qualified Settlement Fund ("QSF") set up and controlled by the Settlement
4 Administrator. Payments to the Participating Class Members, the Class Representative
5 Enhancement Payment, attorney's fees and costs to Class Counsel, PAGA Penalties to the LWDA
6 and Aggrieved Employees, and the Settlement Administration Costs shall be made from the QSF.

7 b. If the QSF is not funded in accordance with this provision and notice
8 is provided to Defendant's Counsel of the breach, and payment is not made within fourteen (14)
9 days of notice of the breach, Class Counsel may seek reasonable attorney's fees and costs incurred
10 with any enforcement action taken thereafter.

11 c. The QSF shall be an interest-bearing account at a federally insured
12 bank that is mutually acceptable to the Parties and the Settlement Administrator. The funds in the
13 QSF shall be invested either in short-term U.S. Treasury securities with maturity dates of less than
14 90 days at the time of deposit, or in an SEC-registered money market fund investing exclusively in
15 U.S. Treasury securities with average maturities of less than 90 days and rated AAA by Standard
16 & Poor's. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under
17 Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et*
18 *seq.*, and will be administered by the Settlement Administrator as such. With respect to the QSF,
19 the Settlement Administrator shall: (1) open and administer the Settlement Account in such a
20 manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund"
21 under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all
22 federal, state and local and income and other tax reporting, return, and filing requirements with
23 respect to the QSF and any interest or other income earned by the QSF, and (3) satisfy out of the
24 QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest
25 or other interest earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with
26 the opening and administration of the QSF and the performance of its duties and functions as
27 described in this Agreement. The afore-mentioned taxes, fees, costs, and expenses shall be treated
28 as and included in the costs of administering the QSF and as Settlement Administration Costs. The

1 Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified
 2 Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and
 3 such election statement shall be attached to the appropriate returns as required by 26 C.F.R. §
 4 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator and one
 5 another to the extent reasonably necessary to carry out the provisions of this Section.

6 d. The Settlement Administrator will be solely responsible, under Court
 7 supervision, for distributing settlement proceeds including withholding and deductions for payroll
 8 taxes and income taxes on IRS Form W-2 wage payments made to Participating Class Members
 9 for the amounts to be paid as W-2 wages; complying with the reporting and payment obligations
 10 imposed by Treas. Reg. §1.468B-2(l)(2) on the QSF (as well as reporting and payment obligations
 11 to state and local tax authorities with respect to the Fund); and paying any tax imposed on the QSF
 12 pursuant to Treas. Reg. §1.468B-2(a) and other applicable provisions of Federal, state, or local law
 13 imposing tax on the Fund. All Settlement Administration Costs will be borne out of the Gross
 14 Settlement Amount; Defendant has no separate obligation to fund costs of administration. The
 15 Settlement Administrator shall furnish to Defendant all copies of all Forms W-2, 1099, or other tax
 16 reporting forms provided by the QSF to any payee of the Gross Settlement Amount within thirty
 17 (30) days after each such form has been furnished to the payee shown thereon.

18 3. **Distribution to Class Counsel:** The total amount of attorneys' fees and
 19 costs due to Class Counsel shall be due and payable no later than fourteen (14) days after receipt
 20 by the Settlement Administrator of the QSF. In no event will the disposition of the attorneys' fees
 21 and costs awarded to Class Counsel delay the administration or completion of the settlement
 22 administration process.

23 4. **Distribution of Class Representative Enhancement Payment:** Within
 24 fourteen (14) days after receipt by the Settlement Administrator of the QSF, the Settlement
 25 Administrator shall pay to Plaintiff the amount of the court-approved Class Representative
 26 Enhancement Payment from the QSF. Plaintiff shall also be eligible to receive an Individual
 27 Settlement Payment as a Participating Class Member pursuant to the procedures set forth in this
 28 agreement, in addition to the enhancement award he receives as Class Representative. The Class

1 Representative Enhancement Payment shall not be taxed as wages. The Settlement Administrator
 2 will issue a 1099 form to the Plaintiff in connection with the Class Representative Enhancement
 3 Payment.

4 **5. Distribution to Participating Class Members/Aggrieved Employees and**
 5 **the LWDA:** Within fourteen (14) calendar days after receipt by the Settlement Administrator of
 6 the QSF, the Settlement Administrator will make payments to Participating Class
 7 Members/Aggrieved Employees out of the QSF as required by the final approval Order, less any
 8 required payroll withholdings and deductions. The Settlement Administrator will pay the withheld
 9 funds over to the applicable governmental authorities, and the Settlement Administrator will issue
 10 the appropriate IRS Form 1099s and W-2s. The Settlement Administrator shall mail payments to
 11 Participating Class Members/Aggrieved Employees by first-class mail. The checks shall indicate
 12 on their face that they are void if not negotiated within one hundred eighty (180) days of issuance,
 13 and after such time the Participating Class Member and/or Aggrieved Employee’s check will be
 14 deemed void and of no further force and effect. The Settlement Administrator shall be required to
 15 indemnify Defendant and Class Counsel for any failure to perform the foregoing duties. Likewise,
 16 within fourteen (14) calendar days after receipt by the Settlement Administrator of the QSF, the
 17 Settlement Administrator will remit the LWDA Payment (seventy-five percent (75%), or
 18 \$30,000.00, of the PAGA Penalties) to the LWDA.

19 **G. Release of Claims:**

20 **1. General Release and Waiver of California Civil Code §1542 by**
 21 **Plaintiff:** Upon the Effective Date and complete funding of the Gross Settlement Amount, and
 22 as a condition to obtaining the Class Representative Enhancement Payment provided for herein,
 23 Plaintiff does hereby fully, finally, and forever release and discharge the Released Parties from
 24 the Released Class Claims and Released PAGA Claims, and also agrees to a general release of any
 25 and all claims against the Released Parties, which shall include without limitation any and all claims
 26 which in any way relate to his employment with Defendant, under State or Federal law, in tort,
 27 common law, statute, contract, or equity, whether pled in the Complaint or not, including but not
 28 limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor

1 Code, California Civil Code, California Government Code, or any Industrial Welfare Commission
2 Wage Order, now existing or arising in the future, based on any act, omission, event, occurrence,
3 or non-occurrence until execution of this Agreement. Plaintiff further expressly waives and
4 relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of Section
5 1542 of the California Civil Code, which provides:

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

11 2. **Release by Participating Class Members:** Upon the Effective Date and
12 complete funding of the Gross Settlement Amount, for and in consideration of the mutual
13 promises, terms, and conditions by and between the Participating Class Members and Defendant
14 set forth herein, the Participating Class Members do hereby fully, finally, and forever release and
15 discharge Released Parties from the Released Class Claims that arose during the Class Period.

16 3. **Release by Aggrieved Employees:** Upon the Effective Date and complete
17 funding of the Gross Settlement Amount, the Aggrieved Employees fully, finally and forever
18 release and discharge Released Parties from the Released PAGA Claims that arose during the
19 PAGA Period.

20 4. **Identity of Releasing Parties.** The Class Members, other than those who file valid
21 and timely request for exclusion accepted by the Settlement Administrator, shall be deemed to be
22 within the Class for all purposes under this Agreement, shall be bound by the terms and conditions
23 of this Agreement, including all orders issued pursuant thereto, and shall be deemed to have waived
24 all unstated objections and oppositions to the fairness, reasonableness, and adequacy of this
25 Agreement, and any of its terms and will pursuant to the terms of this Agreement release and
26 discharge Defendant.

27 5. **No Admissions.** The Parties understand and agree that this Agreement is the
28 result of a good faith compromise settlement of disputed claims, and no part of this Agreement or
any conduct or written or oral statements made in connection with this Agreement, whether or not

1 the Agreement is finally approved and/or consummated, may be offered as or construed to be an
 2 admission or concession of any kind by Defendant or the Released Parties. In particular, but without
 3 limiting the generality of the foregoing, nothing about this Agreement shall be offered or construed
 4 as an admission that Defendant or the Released Parties violated the Labor Code as to its non-exempt
 5 California employees. Likewise, nothing about this Agreement shall be offered or construed as an
 6 admission that Defendant or the Released Parties engaged in any wrongdoing, impropriety, breach
 7 of responsibility, or fault. Similarly, nothing about this Agreement shall be construed as or deemed
 8 to be evidence of, or an admission or concession that the Plaintiff or any Class Member has suffered
 9 any damage. In addition, this Agreement shall not be offered to be admissible in evidence against
 10 Defendant or the Released Parties, except in an action or proceeding brought by or against Plaintiff,
 11 the Class, Class Members, or Defendant or the Released Parties to enforce the Agreement’s terms,
 12 or by Defendant or the Released Parties in defense of any claims brought by Plaintiff, the Class,
 13 Class Members, or any member of the general public.

14 **H. Additional Terms**

15 1. **Fair, Adequate, and Reasonable Settlement:** The Parties agree that the
 16 Settlement is fair and reasonable and will so represent to the Court.

17 2. **Class Certification for Settlement Purposes Only:** The Parties agree that
 18 the motion for preliminary approval seeks, *inter alia*, conditional certification of a Class for
 19 purposes of the Settlement only. The Parties further agree that certification of the extended time
 20 period for the Certified Class for purposes of the Settlement is in no way an admission by Defendant
 21 that class certification is appropriate.

22 3. **Submission to the LWDA:** The Settlement Agreement shall be submitted
 23 by Class Counsel to the LWDA within the time limits and as prescribed by applicable law.

24 4. **No Press:** Neither Plaintiff nor Plaintiff’s counsel shall issue any press
 25 release or announcement of any kind related in any way to the Settlement. Plaintiff and Plaintiff’s
 26 counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as
 27 required under counsel’s duties and responsibilities as class counsel, communicate regarding the
 28 specific terms of the settlement. In all other cases, Plaintiff and Plaintiff’s counsel agrees to limit

1 their statements regarding the terms of the settlement, whether oral, written or electronic (including
2 the world wide web), to say the Lawsuit has been resolved and that Plaintiff and Plaintiff's counsel
3 are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with
4 Plaintiff's counsel's duties and obligations to faithfully discharge their duties as class counsel,
5 including but not limited to, communicating with Settlement Class Members regarding the
6 settlement, and nothing shall prohibit Plaintiff's counsel from referring to the settlement in
7 adequacy of counsel declarations or related court filings.

8 5. **Extension of Time:** Without further order of the Court, the Parties hereto
9 may agree in writing to reasonable extensions of time to carry out any of the provisions of the
10 Agreement.

11 6. **Construction:** This Agreement was entered into after substantial good faith,
12 arm's-length negotiations between the Parties' counsel. This Agreement is entered into freely and
13 voluntarily only after each Party had carefully read and reviewed it with counsel, and it reflects the
14 conclusion of each Party that this Agreement and the Judgment and the releases, waivers, and
15 covenants contemplated hereby are in the best interest of said Party. This Agreement has been
16 entered into without any coercion and under no duress. The Parties acknowledge and agree that all
17 Parties had an equal hand in drafting this Agreement so that it shall not be deemed to have been
18 prepared or drafted by one party or another. All Parties waive the provisions of California Civil
19 Code § 1654, which provides, in pertinent part, that "the language of a contract should be
20 interpreted most strongly against the party who caused the uncertainty to exist." Except as expressly
21 provided herein, this Agreement is not intended to confer any rights or remedies upon any person
22 other than the Parties.

23 7. **Due Authority of Attorneys:** Each of the attorneys executing this
24 Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been
25 duly authorized and empowered to execute this Agreement on behalf of each such respective party
26 and to bind them to the terms hereof.

27 8. **Entire Agreement:** This Agreement sets forth the entire agreement of the
28 Parties with respect to its subject matter and supersedes any and all other prior agreements and all

1 negotiations leading up to the execution of this Agreement whether oral or written, regarding the
 2 subjects covered herein. The Parties acknowledge that no representations, inducements, warranties,
 3 promises, or statements relating to the subjects covered herein, oral or otherwise, have been made
 4 by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or
 5 incorporated by reference herein, and further agree that no other agreement, covenant,
 6 representation, inducement, promise, or statement relating to the subjects covered herein not set
 7 forth in writing in this Agreement, shall be valid or binding.

8 9. **Exhibits Incorporated by Reference:** The terms of this Settlement include
 9 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
 10 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

11 10. **Modification or Amendment:** This Agreement may be amended or
 12 modified only by a written instrument signed by counsel for all Parties or their successors-in-
 13 interest.

14 11. **Deadlines Falling on Weekends or Holidays:** To the extent that any
 15 deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline
 16 shall be continued until the following business day.

17 12. **Successors:** This Agreement shall be binding upon and inure to the benefit
 18 of the Parties hereto (including members of the Class) and their respective heirs, executors,
 19 administrators, successors, and assigns, and upon any corporation, partnership, or other entity into
 20 or with which any Party hereto may merge, combine, or consolidate. As used in the preceding
 21 sentence and elsewhere throughout this Agreement, “including” shall mean including without
 22 limitation.

23 13. **Severability:** In the event that any one or more of the provisions contained
 24 in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such
 25 invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant and
 26 Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such
 27 invalid, illegal or unenforceable provision had never been included in this Agreement.

28 14. **Counterparts:** This Agreement may be executed in counterparts and by

1 DocuSign, each of which shall be deemed an original, and all of which together shall constitute one
2 and the same instrument. Facsimile or electronic transmission of the signatures of the Parties or
3 their representatives shall be binding on the Parties.

4 15. **Waivers:** The waiver by any party of any breach of this Agreement shall not
5 be deemed or construed as a waiver of any other breach, whether prior, subsequent, or
6 contemporaneous of this Agreement.

7 16. **Waiver of Certain Appeals:** The Parties agree to waive appeals and to
8 stipulate to conditional class certification for purposes of this Settlement only; except, however,
9 that either party may appeal any Court order that materially alters the Agreement's terms.

10 17. **Plaintiff's Agreement to Be Bound:** By signing this Agreement, Plaintiff
11 agrees to be bound by the terms herein.

12 18. **Governing Law:** This Agreement will in all respects be interpreted,
13 enforced, and governed by and under the laws of the State of California, without regard to choice
14 of law principles, except to the extent that the law of the United States governs any matter set forth
15 herein, in which case such Federal law will govern.

16 19. **Continuing Jurisdiction:** The Court will have continuing jurisdiction over
17 the Action for the purposes of implementing the Agreement, the Final Approval of the Settlement,
18 entry of Judgment, and post-judgment issues, until all related matters are fully resolved. Except as
19 provided in Paragraph III(E), above, any dispute regarding the Parties' obligations pursuant to this
20 Agreement and/or interpretation of the terms of this Agreement will be presented by written motion
21 to, and resolved by, the Court.

22 20. **Regulation:** In the event that any provision in this Agreement shall be
23 affected by any rule, regulation, ordinance, order, directive, or statute of any unit of government,
24 whether state, federal, or local, such rule, regulation, ordinance, order, directive, or statute shall
25 supersede and take precedence over any such provision of this Agreement to the contrary and in no
26 event shall Defendant be in violation of this Agreement nor shall this Agreement be in any way
27 affected should Defendant take any action or change any of its business practices to comply with
28 such state, federal or local rules, regulations, ordinances, or statutes currently in force or enacted in

1 the future.

2 21. **Headings:** The headings contained in this Agreement are for convenience
3 and reference purposes only and shall not be given weight in its construction.

4 22. **Notices:** Any notices, requests, demands, or other communications required
5 or permitted to be given pursuant to this Agreement, other than notice to the Class or Class
6 Members, shall be in writing and, except as provided elsewhere in this Agreement or in any
7 communication to the Class, shall be delivered personally, via overnight delivery, or via postage
8 pre-paid first class mail, as follows: (1) to Plaintiff, the Class, and Class Counsel to the attention of
9 Larry W. Lee and Max Gavron of Diversity Law Group, 515 S. Figueroa Street, Suite 1250, Los
10 Angeles, CA 90071; William L. Marder of Polaris Law Group, 501 San Benito Street, Suite 200,
11 Hollister, California 95023; and Dennis S. Hyun of Hyun Legal, APC, 515 S. Figueroa Street,
12 Suite 1250, Los Angeles, CA 90071; and (2) to Defendant's Counsel to the attention of Eric
13 Meckley, Sarah Zenewicz and Sarah Davidson of Morgan, Lewis & Bockius LLC, One Market,
14 Spear Street Tower, 28th Floor, San Francisco, California 94105. By written notice given in
15 accordance herewith, each Party may modify or change the addressee and/or address of any person
16 identified above or pursuant hereto as the person or persons to whom all future notices shall be
17 sent.

18 23. **Signatures of Plaintiff and Counsel for the Parties:** Plaintiff and counsel
19 for the Parties indicate by signing below their approval of the form of this Agreement, and, in the
20 case of counsel for Plaintiff and the Class, their representation and warranty of authority to bind
21 the Class as certified and the Class described herein (subject to the final approval of the Court) and
22 their acceptance of the provisions regarding attorneys' fees.

23 24. **Binding Agreement:** The Parties intend that this Settlement Agreement
24 shall be fully enforceable and binding up on all Parties, and that shall be admissible and subject to
25 disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality
26 provisions that otherwise might apply under federal or state law.

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Dated: September 30, 2025

DocuSigned by:


849C374B058E48A
PLAINTIFF RAUL DELUNA

Dated: September 30, 2025



DEFENDANT ARAMARK UNIFORM &
CAREER APPAREL, LLC
PRINT NAME: Steven Friedman
TITLE: VP, Employment Practices

APPROVED AS TO FORM ONLY.

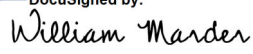
Dated: September 30, 2025

DIVERSITY LAW GROUP, P.C.

LARRY W. LEE
MAX W. GAVRON
ATTORNEYS FOR PLAINTIFF RAUL
DELUNA AND THE CLASS

Dated: September 30, 2025

HYUN LEGAL, APC

DENNIS S. HYUN
ATTORNEYS FOR PLAINTIFF RAUL
DELUNA AND THE CLASS

Dated: September 30, 2025

POLARIS LAW GROUP
DocuSigned by:

0CE07A928884D3
WILLIAM L. MARDER
ATTORNEYS FOR PLAINTIFF RAUL
DELUNA AND THE CLASS

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Dated: October 6, 2025

MORGAN, LEWIS & BOCKIUS LLP



ERIC MECKLEY
SARAH ZENEWICZ
SARAH DAVIDSON
ATTORNEYS FOR DEFENDANT
ARAMARK UNIFORM & CAREER
APPAREL, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER COMMISSION ROUTE SALES REPRESENTATIVE (“RSR”) WHO WORKED FOR ARAMARK UNIFORM & CAREER APPAREL, LLC IN THE STATE OF CALIFORNIA FROM MARCH 13, 2018, THROUGH AND INCLUDING JULY 6, 2025, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS-ACTION SETTLEMENT.

The San Benito County Superior Court (“Court”) authorized this Notice to be sent by [REDACTED] (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

SIMID
ATTN:

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$ THROUGH THIS CLASS ACTION SETTLEMENT

- A former employee, Raul Deluna (“Plaintiff”), has sued Defendant *Aramark Uniform & Career Apparel, LLC* (“Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendant separately for the legal claims settled by the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2025)	If you ask to be excluded from the settlement, you will get no payment from the class action portion of the settlement, but you will keep any rights to sue Defendant separately for the legal claims asserted in this lawsuit, except for claims seeking penalties based on the PAGA (see Released PAGA Claims below). Important: You cannot ask to be excluded <u>and</u> still get a class action settlement payment.

	However, if you are an “Aggrieved Employee” (defined below) you will still receive a portion of the PAGA penalty payment, even if you exclude yourself from the class settlement.
You Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2025)	If you believe that the settlement is unfair, inadequate, or unreasonable, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you ask to be excluded from the settlement, you cannot object to the settlement.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is managing and overseeing this lawsuit and still has to decide whether to grant final approval of the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, Plaintiff claimed that Defendant failed to: (1) pay for all hours worked; (2) provide rest periods and/or pay rest period premiums; (3) provide accurate itemized wage statements; (4) pay all wages owed during employment and upon termination. Defendant denies the allegations in the lawsuit and denies that it has engaged in any wrongdoing. Further, Defendant does not believe that a class action is appropriate.

3. Why Is This A Class Action Settlement?

In a class action, one or more persons, called a class representative (in this case, Raul Deluna), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The San Benito County Superior Court is overseeing the case and has to decide whether to approve a class action settlement.

4. Why Is There A Settlement?

Plaintiff believes that he could have won at trial. Defendant believes that Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys for both Plaintiff and Defendant think the settlement is in the best interests of class members.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that the following individuals are class members: all Commission Route Sales Representatives (“RSRs”) employed by Defendant in California who were paid, in whole or in part, on a commission basis under the “better than” system during at least one pay period within the Class Settlement Period

("Class" or "Class Member"). The Class Period is defined as any time from March 13, 2018, up through and including July 6, 2025.

6. What Does The Settlement Provide?

The proposed settlement provides for a cash payment by Defendant of \$800,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Gross Settlement Amount"). The total amount to be distributed to class members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following amounts (the "Net Settlement Amount"): (a) settlement administration costs not to exceed \$ [REDACTED]; (b) class representative enhancement payment to Plaintiff not to exceed \$15,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed \$280,000.00; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$55,000.00; and (f) payment of \$40,000.00 for penalties under the Private Attorneys General Act (the "PAGA"), of which 75%, or \$30,000.00, will be paid to the Labor and Workforce Development Agency and 25%, or \$10,000.00, will be allocated to Aggrieved Employees as part of the Net Settlement Amount. **Class Counsel's attorneys' fees and costs and Named Plaintiff's class representative enhancement award remain subject to Court approval.**

By statute, the California Labor and Workforce Development Agency ("LWDA") will receive seventy-five percent (75%) of the PAGA Penalties – *i.e.*, the amount of \$30,000.00. Aggrieved Employees will receive an pro rata share of the remaining twenty-five percent (25%) of the PAGA Penalties – *i.e.*, the amount of \$10,000.00.

Aggrieved Employees are "are all Settlement Class Members employed by Defendant at any time during the PAGA Settlement Period." The PAGA Period is defined as any time March 13, 2018, up through and including July 6, 2025.

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances. Instead, any unclaimed funds will be transferred to the California State Controller's Office's Unclaimed Property Division under the unclaimed property laws in the names of the individuals who did not cash their checks.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks that you worked during the Class Period. The workweeks worked by all Class Members will be added up ("Workweek Total"). Then, the number of such workweeks you worked will be divided by the Workweek Total and multiplied against the Net Settlement Amount, which will result in your approximate payment amount. Your settlement payment will be allocated as follows for tax purposes: 25% as wages subject to withholdings and payroll deductions and reported on an IRS Form W-2; 75% as penalties and interest. The interest and penalties are not subject to withholdings and will be reported on an IRS Form 1099.

8. How Do I Get A Payment?

To qualify for a payment, you do not need to do anything. The Settlement Administrator will mail you a check approximately 60 days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If You Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to ***** [ADMINISTRATOR'S ADDRESS] no later than _____, 2025. Be sure to include your name, address, telephone number, last four digits of your Social Security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiff in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

Released Class Claims: After the Court has approved the settlement, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment and will thereby release Defendant from the Released Class Claims that arose during the Class Period. The Released Class Claims are:

All federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted in the Lawsuit, and all claims that could have been asserted in the Lawsuit arising from the same alleged facts in any of the operative complaints on file, including causes of action for or based on (1) violation of Labor Code §§ 226.2, 558, 1194, 1197 and 1197.1 for failure to pay for all hours worked; (2) failure to provide rest periods and/or pay rest period premiums (Lab. Code §§ 226.2, 226.7); (3) failure to provide accurate itemized wage statements (Lab. Code §§ 226, 226.2); (4) failure to timely pay all wages owed during employment and upon termination (Lab. Code §§ 201, 202, 203 and 204); and (5) unfair competition (Bus. & Prof. Code §§ 17200 et seq.) that arose during the Class Period.

In light of the binding nature of a PAGA judgment on non-party employees, if you are an Aggrieved Employee, you will receive your portion of the PAGA Penalties and be bound by the Released PAGA Claims regardless of whether you submit a timely Request for Exclusion. You will be releasing the following Released PAGA Claims:

All representative claims for civil penalties under the PAGA that arose during the PAGA Period against Defendant for all claims for civil penalties under PAGA based on the same alleged causes of action and facts in the Lawsuit, including but not limited to claims for violations of the California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 558, 1194, 1197 and 1197.1.

The “Released Parties” includes Defendants and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities’ respective past and present directors, officers, employees, partners, shareholders, members and representatives.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as an “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Deluna v. Aramark Uniform & Career Apparel, LLC* settlement.

Be sure to include your name (including all names used during your employment with Defendant), address,

telephone number, last four digits of your Social Security number, and your signature. You must mail your exclusion letter postmarked no later than _____, 2025, to the Settlement Administrator at *****. If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the settlement (except for the portion of the PAGA Penalties, if applicable), or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

12. If I Don’t Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue with your own lawsuit. Remember, the exclusion deadline is _____, 2025. Again, if you exclude yourself from this settlement, you will not get your Individual Class Payment. However, you will still receive your portion of the PAGA Penalties.

13. How Do I Object To The Settlement If I Believe It Is Unfair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair, or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

You must object to the proposed settlement in writing. You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, regardless of whether you submitted a timely written objection to the Settlement Administrator.

All objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than _____, 2025, to the Settlement Administrator at *****.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you think the settlement is unfair, inadequate, or unreasonable. You can object only if you stay in the settlement class. Excluding yourself, on the other hand, is telling the Court that you do not want to be part of the class settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. If the Court approves the settlement and you are an Aggrieved Employee, you will receive your portion of the PAGA Penalties regardless of whether you object or exclude yourself.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C., Hyun Legal, APC, and Polaris Law Group, all of which represent the Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Class Settlement Amount. Class Counsel will ask for up to \$280,000.00 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$55,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Settlement class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you must make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for Plaintiff up to \$15,000.00 will be paid from the Gross Settlement Amount for Plaintiff's work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable J. Omar Rodriguez on _____, 2025, at ____ a.m., in Courtroom 1 of the Superior Court of California for the County of San Benito, located at 450 Fourth Street, Hollister, CA 95023, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all settlement class members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

19. What Is The Contact Information For The Court, Class Counsel, And Defendant's Counsel?

The addresses for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
<p>Clerk of Court San Benito County Superior Court 450 Fourth Street Hollister, CA 95023</p>	<p>DIVERSITY LAW GROUP, P.C. Larry W. Lee lwlee@diversitylaw.com Max Gavron mgavron@diversitylaw.com 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Fax: (213) 488-6554</p> <p>HYUN LEGAL, APC Dennis Hyun dhyun@hyunlegal.com 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Fax: (213) 488-6554</p> <p>POLARIS LAW GROUP William L. Marder bill@polarislawgroup.com 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831)634-0333</p>

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Deluna v. Aramark Uniform & Career Apparel, LLC c/o
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.