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11 ARAMARK UNIFORM & CAREER APPAREL,
LLC (improperly named as ARAMARK UNIFORM
12 & CAREER APPAREL GROUP, INC.; ARAMARK
UNIFORM & CAREER APPAREL, INC.; AND
13 ARAMARK UNIFORM SERVICES, INC.)

14 *Plaintiff's counsel listed on following pages*

15
16 UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

17
18 MARTHA MORAZAN, individually, and
on behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 ARAMARK UNIFORM & CAREER
22 APPAREL GROUP, INC., a California
corporation; ARAMARK UNIFORM &
23 CAREER APPAREL, INC., a California
corporation; ARAMARK UNIFORM
24 SERVICES, INC., a California
corporation; ARAMARK UNIFORM &
25 CAREER APPAREL, LLC, a California
limited liability corporation; and DOES 1-
26 20, inclusive,

27 Defendants.

Case No.: 2:13-CV-0936 YGR
CLASS ACTION
**JOINT STIPULATION OF
SETTLEMENT**

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2 This Joint Stipulation of Settlement (“Stipulation” or “Settlement”) is made
3 and entered into, as of the date set forth below, between the Settling Plaintiff
4 Martha Morazan, as an individual and as a representative of the proposed
5 Settlement Class described herein (“Plaintiff”), and Defendants ARAMARK
6 Uniform & Career Apparel Group, Inc.; ARAMARK Uniform & Career Apparel,
7 Inc.; ARAMARK Uniform Services, Inc.; and ARAMARK Uniform & Career
8 Apparel, LLC (collectively, “Defendants”), who are parties to the above-captioned
9 litigation (together, the “Parties”).

10 **1. THE CONDITIONAL NATURE OF THIS STIPULATION**

11 1.1 This Stipulation and all associated exhibits or attachments are made
12 for the sole purpose of settling the above-captioned action. This Stipulation and the
13 Settlement it evidences are made in compromise of disputed claims. Because this
14 action was pled as a class action, this Settlement must receive preliminary and final
15 approval by the Court. Accordingly, the Settling Parties (as defined herein) enter
16 into this Stipulation and associated Settlement on a conditional basis. If the Court
17 does not enter the Order of Final Approval, the proposed Judgment does not
18 become a Final Judgment for any reason, and/or the Effective Date does not occur,
19 this Stipulation shall be deemed null and void *ab initio*; it shall be of no force or
20 effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever;
21 and the negotiation, terms and entry of the Stipulation shall remain subject to the
22 provisions of Federal Rule of Evidence 408, California Evidence Code sections
23 1119 and 1152, and any other analogous rules of evidence that are applicable, as
24 well as the written Confidentiality Agreement between the Parties signed by the
25 Parties on February 12, 2013.

26 1.2 Defendants deny all claims as to liability, damages, penalties, interest,
27 fees, restitution, injunctive relief and all other forms of relief, as well as deny the
28 class and representative action allegations asserted in the Action, as those terms are

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2 defined below. Defendants have agreed to resolve the Action via this Stipulation,
3 but to the extent this Stipulation is deemed void or the Effective Date does not
4 occur, Defendants do not waive, but rather expressly reserve, all rights to challenge
5 all such claims and allegations in the Action upon all procedural, merit, and factual
6 grounds, including, without limitation, the ability to challenge class and
7 representative action treatment on any grounds, as well as asserting any and all
8 other privileges and potential defenses. The Class Representative and Class
9 Counsel (as defined below) agree that Defendants retain and reserve these rights,
10 and the Class Representative and Class Counsel agree not to argue or present any
11 argument, and hereby waive any argument, that based on this Stipulation,
12 Defendants cannot contest class certification or representative action treatment on
13 any grounds whatsoever, or assert any and all other privileges or potential defenses
14 if this Action were to proceed.

15 **2. DEFINITIONS**

16 The following terms, when used in this Joint Stipulation of Settlement, shall
17 have the following meanings:

18 2.1 "Action" means the above captioned action, identified as *Morazan v.*
19 *ARAMARK Uniform & Career Apparel Group, Inc., et al.*, in the U.S. District
20 Court, Northern District of California, Case No. 2:13-CV-0936 YGR.

21 2.2 "ARAMARK Releasees" means ARAMARK Uniform & Career
22 Apparel Group, Inc.; ARAMARK Uniform & Career Apparel, Inc.; ARAMARK
23 Uniform Services, Inc.; ARAMARK Uniform & Career Apparel, LLC;
24 ARAMARK Uniform Services (Syracuse) LLC; ARAMARK Distribution
25 Services, Inc.; ARAMARK Uniform (Midwest) LLC; ARAMARK Uniform
26 (Texas) LLC; ARAMARK/Wearguard Conversion Co.; ARAMARK Cleanroom
27 Services, Inc.; Landy Textile Rental Services, LLC; L&N Uniform Supply Co.,
28 Inc.; Overall Laundry Services, Inc.; ARAMARK Cleanroom Services (Puerto

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2 Rico), Inc.; ARAMARK RAV, Inc.; ARAMARK Uniform Services (Rochester)
3 LLC; Galls, an ARAMARK Company, LLC (collectively, the “ARAMARK
4 Entities”), and all affiliated parties and entities (including past and present affiliates,
5 parents, subsidiaries, predecessors, owners, members, successors, shareholders,
6 divisions, and each of these entities’ past and present directors, officers, employees,
7 partners, shareholders, members and representatives).

8 2.3 “Claim Form” means the form entitled “Claim Form” in the same or
9 substantially the same form attached hereto as Exhibit 2. A timely and completed
10 Claim Form must be submitted to the Claims Administrator for a Class Member to
11 claim his/her share of the Settlement Pool. The Claim Form will also serve as
12 written consent to become a party plaintiff pursuant to Section 216(b) of the Fair
13 Labor Standards Act (“FLSA”). Notwithstanding this provision, Late Participating
14 Claimants may elect to become a party plaintiff for the FLSA claim by endorsing
15 the check sent to him/her by the Claims Administrator, as provided in Section 6.7.

16 2.4 “Claims Administrator” means Garden City Group.

17 2.5 “Claims Period Deadline” shall be the date sixty (60) calendar days
18 after the Settlement Documents are mailed to the Class Members by the Claims
19 Administrator. However, Defendants, in their sole and absolute discretion, may
20 elect to accept claims after the Claims Period Deadline has expired.

21 2.6 “Class” means all current and former employees of the ARAMARK
22 Releasees who were not classified by the ARAMARK Releasees as salaried,
23 exempt employees and who work or worked for any ARAMARK Releasees or their
24 predecessors, assigns and/or related companies at locations in California at any time
25 from October 24, 2008 through the Preliminary Approval Date (“Class Period”).
26 The Class includes, but is not limited to, persons employed in the following
27 position categories and/or job titles: production workers (including but not limited
28 to washers, extractor/puller-loader/heavy tumbler, utility, operators,

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2 feeder/folder/stacker/towel folder/spreader, truck loader/wet sorter/roller towel
3 winder, and other production employees), machinists, mechanics, engineers,
4 clerical/office staff, maintenance employees, Route Sales Representatives (“RSRs”),
5 shuttle drivers, and relief drivers.

6 2.7 “Class Counsel” means, collectively, Sohn Legal Group, P.C. and
7 Goldstein, Borgen, Dardarian & Ho.

8 2.8 “Class Member” means each person eligible to participate in this
9 Settlement who is a member of the Class defined above.

10 2.9 “Class Period” means the time period between October 24, 2008,
11 through the Preliminary Approval Date.

12 2.10 “Class Representative” or “Plaintiff” means Plaintiff Martha Morazan.

13 2.11 “Class Representative’s Released Claims” means any and all claims,
14 obligations, demands, actions, rights, causes of action, and liabilities against the
15 ARAMARK Releasees (as defined above), of whatever kind and nature, character,
16 and description, whether in law or equity, whether sounding in tort, contract,
17 federal, state and/or local law, statute, ordinance, regulation, common law, or other
18 source of law or contract, whether known or unknown, and whether anticipated or
19 unanticipated, including all unknown claims covered by California Civil Code
20 Section 1542, as quoted in Section 6.8.4 below, by the Class Representative, arising
21 at any time up to and including the date on which the Court enters the Order of
22 Final Approval, for any type of relief, including without limitation claims for
23 wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties
24 (including waiting time penalties), general damages, compensatory damages,
25 liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other
26 costs, expenses, restitution, and equitable and declaratory relief. The Class
27 Representative’s Released Claims include, but are not limited to, the Released
28 Claims as well as any other claims under any provision of the Fair Labor Standards

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2 Act (“FLSA”), the California Labor Code¹, any applicable California Industrial
3 Welfare Commission Wage Orders, any city or county Living Wage Ordinances,
4 and claims under state or federal discrimination statutes, including, without
5 limitation, the California Fair Employment and Housing Act, the California
6 Government Code; the Unruh Civil Rights Act, California Civil Code; the
7 California Constitution; the California Business and Professions Code, including
8 but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age
9 Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit
10 Protection Act; the Uniformed Services Employment and Reemployment Rights
11 Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Family
12 and Medical Leave Act, to the extent not prohibited by law; the Americans with
13 Disabilities Act, 42 U.S.C. § 12101 *et seq.*; and the Employee Retirement Income
14 Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their implementing
15 regulations and interpretive guidelines. This release is conditioned upon the Court
16 approving a payment of a Service Payment to Plaintiff, as set forth in 2.27 below.

17 2.12 “Complaint” means the then-operative Complaint in this Action (i.e.,
18 the Complaint filed in the Superior Court of the State of California, County of
19 Alameda on November 20, 2012, and removed to the United States District Court
20 for the Northern District of California on March 1, 2013, or any later amended
21 complaint filed with the District Court).

22 2.13 “Court” means the United States District Court, Northern District of
23 California.

24 2.14 “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP.

25 2.15 “Effective Date” means the date on which the Judgment becomes a
26 Final Judgment.

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¹ References to the “Labor Code” herein shall be to the California Labor Code.

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2 2.16 “Final Approval Date” means the date on which the Court enters the
3 Order of Final Approval.

4 2.17 “Final Approval Hearing” means a hearing set by the Court, to take
5 place on a date established by the Court, for the purpose of (i) determining the
6 fairness, adequacy, and reasonableness of the Stipulation terms and associated
7 Settlement pursuant to class action procedures and requirements; (ii) determining
8 the amount of the award of attorneys’ fees and costs to Class Counsel;
9 (iii) determining the amount of the Service Payment to the Class Representative;
10 and (iv) entering the Judgment.

11 2.18 “Final Judgment” means the latest of the following dates: (i) if no
12 Class Member files an objection to the Settlement, then the date the Court enters a
13 judgment dismissing the Action and an Order of Final Approval of the Settlement;
14 (ii) if a Class Member files an objection to the Settlement, then after the applicable
15 date for seeking appellate review of the District Court’s final approval of the
16 Settlement has passed, assuming no appeal or request for review is filed; or (iii) if
17 an appeal is filed, the final resolution of that appeal (including any requests for
18 rehearing and/or petitions for writ of certiorari) resulting in the final judicial
19 approval of the Settlement. Notwithstanding the foregoing, any proceeding, order,
20 or appeal pertaining solely to the award of attorneys’ fees, costs or the Service
21 Payment to the Class Representative shall not by itself in any way delay or preclude
22 the Judgment from becoming a Final Judgment.

23 2.19 “Judgment” means the judgment to be executed and filed by the Court
24 pursuant to this Stipulation following the Final Approval Hearing.

25 2.20 “Late Participating Claimant” means a Class Member who does not
26 submit a Claim Form or an Opt-Out Request to the Claims Administrator, but who
27 endorses (i.e., signs and cashes or deposits) the settlement check sent to him/her by
28 the Claims Administrator.

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2 2.21 "Maximum Settlement Amount" is the sum of Two Million Seven
3 Hundred Fifty Thousand U.S. Dollars and Zero Cents (\$2,750,000.00), which
4 represents the maximum amount payable in this Settlement by Defendants, and
5 includes, without limitation, Plaintiff's attorneys' fees and costs, Plaintiff's expert
6 fees (if any), the costs of settlement administration by the Claims Administrator, the
7 Service Payment to the Class Representative, payments made under the Private
8 Attorneys General Act, §2698 *et seq.* ("PAGA"), and the amounts payable to
9 Qualified Claimants and Late Participating Claimants. The Maximum Settlement
10 Amount shall not include the Qualified Settlement Fund's share of payroll taxes,
11 which Defendants shall pay for amounts paid to Class Members that are attributable
12 to wages as described in Section 6.7. The Maximum Settlement Amount is based
13 on information provided for mediation through December 2012 reflecting 3,130
14 class members. If the number of Class Members increases by more than 5%, the
15 Parties agree to revisit the Maximum Payment Amount.

16 2.22 "Notice of Settlement" means the document provided to Class
17 Members to notify them of the settlement, a copy of which is attached hereto as
18 Exhibit 1.

19 2.23 "Parties" means Defendants and Plaintiff collectively.

20 2.24 "Preliminary Approval Date" means the date the Court enters the
21 Order approving the Stipulation of Settlement, and the exhibits thereto, and
22 providing for notice to the Class, an opportunity to opt out of the Class, an
23 opportunity to submit timely objections to the settlement, a procedure for
24 submitting claims, and setting a hearing on the fairness of the terms of settlement,
25 including approval of the Service Payment and attorneys' fees and costs.

26 2.25 "Qualified Claimant" means a Class Member who has timely
27 submitted a fully and correctly completed and signed/dated Claim Form. A
28 Qualified Claimant shall also include a Class Member who has submitted a

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2 correctly completed and signed Claim Form that is late, but whose Claim Form is
3 nonetheless accepted by Defendants, in their sole discretion, as provided herein.

4 2.26 “Released Claims” shall mean any and all wage and hour and pay-
5 related claims under California law, the Fair Labor Standards Act, federal, state or
6 local laws and/or ordinances, or tort or contract theories, whether known or
7 unknown, and whether anticipated or unanticipated, including unknown claims
8 covered by California Civil Code Section 1542, as quoted in Section 6.8.2, below,
9 that accrued or accrue through the date on which an Opt-Out Request must be filed
10 with the Court (as set forth below), and that were or could have been asserted in the
11 Action, including but not limited to claims for: failure to pay all wages and other
12 compensation, failure to pay overtime, double time, straight time or minimum
13 wages, failure to pay for all hours worked, failure timely to pay final wages or other
14 wages, failure to provide meal and rest breaks, failure to pay premium pay for
15 missed meal and/or rest breaks, failure to keep/maintain and furnish accurate
16 itemized wage statements, and including but not limited to any and all claims for
17 recovery of wages, overtime pay, minimum wage, premium pay, penalties, interest
18 and/or liquidated damages under the FLSA, the California Industrial Welfare
19 Commission Wage Orders, and/or claims under the California Labor Code,
20 including but not limited to Labor Code §§ 200, 201, 202, 203, 204, 204b, 204.3,
21 210, 212, 218, 218.5, 218.6, 219, 221, 222, 223, 224, 226, 226.3, 226.7, 256, 450,
22 510, 511, 512, 558, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1194, 1194.2,
23 1197, 1197.1, 1198, 2802, and the Private Attorneys’ General Act 2698, *et seq.*;
24 claims under any and all city and county Living Wage Ordinances, all waiting
25 time penalties that were sought or could have been sought in the Complaint, other
26 penalties, related tort, contract, and punitive damages claims, claims for interest,
27 litigation and other costs, expenses, restitution, and equitable and declaratory relief,
28 and violations of the California Business & Professions Code, including but not

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2 limited to § 17200 *et seq.*; claims under 29 U.S.C. §§201, 206, 207(a), 210, 211(c),
3 215(a), 216(b), and 255(a); and claims for attorneys' fees, including without
4 limitation pursuant to Code of Civil Procedure § 1021.5, California Labor Code §§
5 218.5, 226(e), 1194, 2699(g), and 29 U.S.C. § 216(b). Notwithstanding the
6 foregoing, as to those Class Members who (a) do not submit Claim Forms, (b)
7 submit late Claim Forms that are not accepted by Defendants, and (c) who do not
8 participate in the Settlement as Late Participating Claimants, their Released Claims
9 will not include any claims under the FLSA.

10 2.27 "Service Payment" means the amount approved by the Court to be
11 paid to the Class Representative, in recognition of her efforts in coming forward as
12 Class Representative and as consideration for a full, general, and comprehensive
13 release of the Class Representative's Released Claims, which shall be in addition to
14 her portion of the Settlement Pool. The Service Payment for the Class
15 Representative shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00),
16 with reversion to the Settlement Pool of any amount not awarded by the Court upon
17 application of Class Counsel. Defendants will not oppose Class Counsel's
18 application for Service Payment for the Class Representative.

19 2.28 "Settlement Documents" means the Notice of Settlement (Exhibit 1)
20 and the Claim Form (Exhibit 2).

21 2.29 "Settlement Payment" means the amount due each Qualified Claimant
22 and Late Participating Claimant under the terms of this Stipulation.

23 2.30 "Settling Parties" means Defendants, ARAMARK Releasees, and
24 Plaintiff and the Settlement Class.

25 2.31 "Settling Plaintiff(s)" and/or "Settlement Class" mean all Class
26 Members who do not timely submit a signed and valid Opt-Out Request to the
27 Claims Administrator.
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2 2.32 "Settlement Pool" is the portion of the Maximum Settlement Amount
3 available for distribution to Qualified Claimants and Late Participating Claimants.
4 It equals the Maximum Settlement Amount less Court-approved attorneys' fees and
5 costs, expert fees (if any), settlement administration costs, the Court-approved
6 Class Representative Service Payment, and payments to the State of California for
7 PAGA penalties.

8 2.33 "Stipulation of Settlement" or "Stipulation" or "Settlement" shall
9 mean this Joint Stipulation of Settlement, signed by counsel for all of the Parties,
10 which shall supersede and make inoperative the Memorandum of Understanding
11 between the Parties dated March 4, 2013.

12 2.34 "Weeks Worked" or "Workweeks" shall mean the number of full (i.e.,
13 non-partial) workweeks that each Class Member worked in California in an eligible
14 position category or job title during the Class Period for one of the ARAMARK
15 Releasees, which shall be calculated and weighted pursuant to Section 6.7.

16 3. DESCRIPTION OF THE LITIGATION

17 3.1 On November 20, 2012, Plaintiff Martha Morazan filed a putative
18 class action complaint against Defendants in the California Superior Court, County
19 of Alameda, captioned *Morazan v. ARAMARK Uniform & Career Apparel Group,*
20 *Inc., et al.*, Case No. RG12656992. The *Morazan* action alleged claims for: (1)
21 failure to pay for all hours worked (Labor Code §§ 221, 222, 223, 1182.12, and
22 1194 *et seq.*); (2) failure to pay overtime (Labor Code §§ 510, 1194, and 1198); (3)
23 failure to provide mandated meal periods (Labor Code §§ 226.7 and 512); (4)
24 failure to provide mandated rest periods (Labor Code § 226.7); (5) failure to timely
25 pay all wages earned (Labor Code §§ 204b and 210); (6) failure to furnish accurate
26 itemized wage statements (Labor Code §§ 226 and 226.3); (7) failure to pay all
27 wages upon termination (Labor Code §§ 203 and 256); (8) failure to pay minimum
28 wages in violation of the FLSA; (9) failure to pay overtime wages in violation of

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2 the FLSA; (10) unlawful and/or unfair business practices (California Business and
3 Professions Code Sections 17200 *et seq.*); and (11) penalties under the PAGA. The
4 *Morazan* action was brought on behalf of a proposed class which included current
5 and former non-exempt hourly employees of Defendants in California. The
6 *Morazan* action was removed to the U.S. District Court for the Northern District of
7 California on or about March 1, 2013, and assigned Case No. 2:13-CV-0936 DMR.
8 Defendants subsequently filed a declination to Magistrate Judge jurisdiction, the
9 case was reassigned to the Honorable Susan Illston, and the abbreviated letters of
10 the case number changed to SI. Judge Illson recused herself on March 20, 2013,
11 and the case was reassigned to Judge Yvonne Gonzalez Rogers, and the abbreviated
12 letters of the case number changed to YGR.

13 3.2 Through substantial and extensive informal discovery, Defendants
14 provided Plaintiff's counsel with voluminous data (including thousands of rows of
15 time-keeping and payroll data), analysis, written policies, numerous collective
16 bargaining agreements, samples and spreadsheets reflecting employees' time
17 worked, and supporting records, including time records, meal period logs, meal
18 period waiver forms, compliance memoranda regarding timekeeping and meal and
19 rest periods, and other evidence of meal breaks for sampling periods during the
20 class period for multiple of Defendants' locations in California.

21 3.3 On March 4, 2013, the Parties participated in an extended day
22 mediation with mediator Mark Rudy in San Francisco, California. The Parties
23 reached an agreement on settlement at the mediation and all of the terms of that
24 settlement are contained within this Stipulation of Settlement. At all times, the
25 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's
26 length.

27 3.4 Discussions between counsel for the Parties, informal discovery, as
28 well as the respective investigation and evaluation of Plaintiff's claims by the

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2 Parties, have permitted each side to assess the relative merits of the claims and the
3 defenses to those claims. The Parties agree that the above-described investigation
4 and evaluation, as well as discovery and the information exchanged during the
5 settlement negotiations, are sufficient to assess the merits of the respective Parties'
6 positions and to compromise the issues on a fair and equitable basis.

7 **4. BENEFITS OF THE SETTLEMENT TO THE PARTIES**

8 4.1 Based on their own independent investigations and evaluations, Class
9 Counsel is of the opinion that the Settlement with Defendants for the consideration
10 and terms set forth herein, considering the representative and class claims, and the
11 risk of loss, is fair, reasonable, and adequate in light of all known facts and
12 circumstances, and is in the best interests of the Class. Class Counsel is also of the
13 opinion that the total consideration and payment set forth in this Stipulation of
14 Settlement is adequate in light of the uncertainties surrounding the risk of further
15 litigation, the possibility of losing class certification, and the defenses that
16 Defendants have asserted and/or could assert as the substantive merit of the claims.

17 4.2 Class Counsel has weighed the monetary benefit under the Settlement
18 to the Settlement Class against the expenses and length of continued proceedings
19 that would be necessary to prosecute the Action against Defendants through class
20 certification, trial and possible appeals. Class Counsel has also taken into account
21 the uncertain outcome and risk of any litigation, especially in complex actions such
22 as class actions, as well as the difficulties and delay inherent in such litigation. As a
23 result, Class Counsel has determined that the settlement set forth in this Stipulation
24 of Settlement is in the best interests of the Settlement Class.

25 **5. DEFENDANTS' POSITION**

26 5.1 Defendants and the ARAMARK Releasees specifically and generally
27 deny any and all liability or wrongdoing of any sort with regard to the claims
28 alleged, make no concessions or admissions of liability of any sort, and contend

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2 that for any purpose other than Settlement, the Action is not appropriate for class
3 action, collective action, or representative action treatment. Nonetheless,
4 Defendants have concluded that further conduct of the Action would be protracted,
5 distracting and expensive, and that it is desirable that the Action be fully and finally
6 settled in the manner and upon the terms and conditions set forth in this Stipulation.
7 Defendants have also taken into account the uncertainty and risks inherent in any
8 litigation. Defendants have therefore determined that it is desirable and beneficial
9 to them to settle the Action in the manner and upon the terms and conditions set
10 forth in this Stipulation.

11 5.2 Neither this Stipulation of Settlement, nor any document referred to in
12 it, nor any actions taken pursuant to this Stipulation of Settlement, is or should be
13 construed as an admission by Defendants of any fault, wrongdoing, or liability
14 whatsoever. Nor should the Stipulation of Settlement be construed as an admission
15 that Plaintiff and the purported class could meet any of the class action elements
16 contained in Fed. R. Civ. P. 23 or that a collective action could be certified under
17 the FLSA or that a representative action could be maintained under the PAGA.
18 There has been no final determination by any court as to the merits of the claims
19 asserted by Plaintiff against Defendants or as to whether a class or collective action
20 should be certified.

21 5.3 Defendants and their counsel have concluded that it is desirable that
22 the Action be settled in a manner and upon such terms and conditions set forth
23 herein in order to avoid further expense, inconvenience and distraction of further
24 legal proceedings, and the risk of the outcome of the Action. Therefore,
25 Defendants have determined that it is desirable and beneficial to resolve the claims
26 in the Action.

27 **6. OPERATIVE TERMS OF SETTLEMENT**

28 The Parties to this case agree as follows:

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6.1 Class Certification

6.1.1 The Parties stipulate, for settlement purposes only, to the certification by the Court of the Class.

6.1.2 If, for any reason, the Court does not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any other reason, Defendants shall, and hereby do, retain the right to dispute the appropriateness of class certification.

6.2 Maximum Settlement Amount

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3 6.2.1 Defendants shall pay an amount not to exceed Two Million
4 Seven Hundred Fifty Thousand U.S. Dollars and Zero Cents (\$2,750,000.00) as the
5 Maximum Settlement Amount to resolve the Action on a class-wide basis, as
6 described more fully below. The Maximum Settlement Amount includes the costs
7 of administration of the settlement, which are estimated at approximately \$26,250
8 and will not exceed a cap of \$30,000; reasonable attorneys' fees and costs as
9 determined by the Court (not to exceed 33.33% of the Maximum Settlement
10 Amount) for Class Counsel; Plaintiff's expert fees (if any); the Service Payment to
11 Class Representative Martha Morazan (not to exceed \$5,000.00), and a Seven
12 Thousand Five Hundred Dollar and Zero Cents (\$7,500.00) payment to the
13 California Labor and Workforce Development Agency ("LWDA") for the State of
14 California's share of the PAGA penalties, with the balance ("Settlement Pool") to
15 pay the Settlement Payments to Qualified Claimants and Late Participating
16 Claimants pursuant to Section 6.7 below.

17 6.2.2 Notwithstanding the foregoing, in addition to the Maximum
18 Payment Amount, Defendants will pay the employer's portion of payroll taxes,
19 including FICA and FUTA, on the portion of each Settlement Payment allocated as
20 unpaid wages, in an amount to be determined by the Claims Administrator.

21 6.3 Class Representative Service Payment

22 6.3.1 The Class Representative's Service Payment (which is in
23 addition to her payment from the Settlement Pool) will, subject to Court approval,
24 be paid out of the Maximum Settlement Payment in an amount not to exceed
25 \$5,000.00 for her service and assistance to the Class. For purposes of tax
26 withholding, the Service Payment will be treated as 95% attributable wages and 5%
27 attributable to interest and penalties, and required payroll taxes will be withheld as
28 appropriate from the portion treated as wages. Any amount of the Class

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2 Representative Service Payment that is not awarded by the Court shall revert to the
3 Settlement Pool.

4 6.4 Attorneys' Fees and Costs

5 6.4.1 Class Counsel shall apply to the Court for an award of
6 reasonable attorneys' fees and costs not to exceed Nine Hundred Sixteen Thousand
7 Five Hundred and Seventy-Five Dollars and Zero Cents (\$916,575.00), to be paid
8 out of the Maximum Settlement Payment and which represents approximately
9 33.33% of the Maximum Settlement Amount. Defendant will not oppose Class
10 Counsel's request for Attorneys' Fees and Costs consistent with this Stipulation.

11 6.5 PAGA Payment

12 6.5.1 Defendants shall pay a total amount of Ten Thousand Dollars
13 and Zero Cents (\$10,000.00) out of the Maximum Settlement Payment in
14 settlement of all claims for civil penalties under the PAGA. Within fifteen (15)
15 calendar days following Final Approval of the Class Settlement, Defendants shall
16 pay 75% of the PAGA settlement amount (i.e., Seven Thousand Five Hundred
17 Dollars and Zero Cents (\$7,500.00)) to the LWDA. The remaining Two Thousand
18 Five Hundred Dollars and Zero Cents (\$2,500.00) shall be included in the
19 Settlement Pool and distributed to the Qualified Claimants and Late Participating
20 Claimants who worked for Defendants at any time after November 20, 2011 as
21 calculated in Section 6.7.1(a) below.

22 6.6 Claims Administrator

23 6.6.1 The Claims Administrator shall be Garden City Group. All fees
24 and expenses reasonably incurred by the Claims Administrator as a result of the
25 procedures and processes expressly required by this Stipulation (the "Settlement
26 Administration Costs") shall be paid out of the Maximum Settlement Payment and
27 shall be capped at and not exceed \$30,000. Under no circumstances will
28 Defendants be required to contribute additional funds, above and in addition to the

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2 Maximum Settlement Payment, to cover any unexpected Settlement Administration
3 Costs. The Settlement Administration Costs shall include: all costs of
4 administering the Settlement, including, but not limited to, all tax document
5 preparation, custodial fees, and accounting fees incurred by the Claims
6 Administrator; all costs and fees associated with establishing and maintaining a
7 Qualified Settlement Fund (“QSF”); all costs and fees associated with preparing,
8 issuing and mailing any and all notices and other correspondence to Class Members
9 and/or Qualified Claimants; all costs and fees associated with communicating with
10 Class Members, Class Counsel, and Defendants’ Counsel; all costs and fees
11 associated with computing, processing, reviewing, and paying the Settlement
12 Payments, and resolving disputed claims; all costs and fees associated with
13 calculating tax withholdings and payroll taxes, making related payment to federal
14 and state tax authorities, and issuing tax forms relating to payments made under the
15 Settlement; all costs and fees associated with preparing any tax returns and any
16 other filings required by any governmental taxing authority or agency; all costs and
17 fees associated with preparing any other notices, reports, or filings to be prepared in
18 the course of administering Settlement Payments; and any other costs and fees
19 incurred and/or charged by the Claims Administrator in connection with the
20 execution of its duties under this Stipulation.

21 6.6.2 The actions of the Claims Administrator shall be governed by
22 the terms of this Stipulation and any Orders from the Court and any agreement by
23 counsel of record for the Parties regarding communications with the Settlement
24 Administrator. Absent any agreement, Defendants and their counsel may
25 communicate with the Claims Administrator without notice and/or copies to
26 opposing counsel.

27 6.6.3 In the event that either Defendants’ Counsel or Class Counsel
28 take the position that the Claims Administrator is not acting in accordance with the

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2 terms of the Stipulation, such party shall meet and confer first with opposing
3 counsel and/or, if necessary, with the Claims Administrator or the Court to attempt
4 to resolve the issue.

5 6.7 Calculation of Settlement Payments

6 6.7.1 Each Class Member will be entitled to apply to receive a
7 settlement payment (the "Settlement Payment"), which will be paid out of the
8 Maximum Settlement Payment. The Settlement Payment amount for a Class
9 Member who becomes a Qualified Claimant shall be calculated as follows:

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11 (a) The Settlement Pool will be distributed pro rata on a
12 workweek basis for all Eligible Workweeks of Class
13 Members. Additionally, all Workweeks that occur
14 beginning on November 20, 2011 and after, will be
15 weighted at 1.1 Workweeks to recognize the availability
16 of PAGA penalties and Labor Code section 226 penalties
17 for those Workweeks, but not prior Workweeks. In
18 addition, all Workweeks for Class Members whose
19 employment terminated prior to the Preliminary Approval
20 Date and after November 20, 2009, will be credited with
21 an additional two (2) Workweeks to recognize the
22 potential recovery of Labor Code section 203 waiting
23 time penalties for those Class Members. For example, a
24 former employee Class Member who worked for five (5)
25 Workweeks prior to November 20, 2011 but after
26 November 20, 2009 and five (5) Workweeks after
27 November 20, 2011 would have twelve and a half (12.5)
28 Eligible Workweeks (e.g., $5 + 2 + 5 \times 1.1$).

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(b) Eligible Workweeks are calculated using the number of pay periods for which each Class Member received a pay check (which thus reflects full work workweeks) while the Class Member worked in an eligible position category or job title during the Class Period. This calculation methodology is intended to reflect compensation for periods when Class Members were actually working (i.e., it does not credit a Class Member for periods of time, such as during a leave of absence, when the Class Member was employed but not actually working and not subjected to the alleged unlawful practices at issue). The total of all Workweeks worked by all Class Members in eligible position categories or job titles, calculated in the manner discussed in this section, and adjusted pursuant to the weighting formula as set forth in 6.7.1(a) above, will be the Total Eligible Workweeks.

(c) The Settlement Pool will be divided by the Total Eligible Workweeks to produce a dollar amount that will be the minimum amount to be paid to Qualified Claimants for each Eligible Workweek: (e.g., Settlement Pool ÷ Total Eligible Workweeks = Minimum Workweek Payout to Qualified Claimants). The minimum amount that each Qualified Claimant will receive as part of the Settlement (“Minimum Settlement Payment”) is determined by multiplying each Qualified Claimant’s individual Eligible Workweeks by the Minimum Workweek Payout. Additionally, Class Members who worked Workweeks in

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the period of November 20, 2011 and after, and Class Members who are former employees as of the Preliminary Approval Date, will have their Workweeks weighted as set forth in 6.7.1(a) above, which will result in their total Eligible Workweeks. Class Members will be informed of their anticipated Minimum Settlement Payment as part of the Claim Form distributed pursuant to Section 7.2 below.

(d) Upon the expiration of the Claims Period Deadline, the Minimum Workweek Payout will be recalculated to reflect actual participation (i.e., submission of Claim Forms by the Class Members). The “Revised Workweek Payout” will be determined as follows: the Eligible Workweeks (including weighted Workweeks as set forth in 6.7.1(a) above) of all Qualifying Claimants (i.e., Class Members who filed timely and correctly completed Claim Forms) is multiplied by the Minimum Workweek Payout, which yields the total of all Minimum Settlement Payments to those Qualifying Claimants. This amount shall then be subtracted from the Settlement Pool to determine the total funds remaining following apportionment of these Minimum Settlement Payments to all Qualifying Claimants. 95% of those remaining funds shall be set aside for payments to Late Participating Claimants (“Late Participating Claimants’ Pool”), while the other remaining 5% will remain in the Settlement Pool for distribution to Qualifying Claimants. The Revised Workweek Payout shall be the Settlement Pool (minus the

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amount of the Late Participating Claimants' Pool) divided by the total Eligible Workweeks of all Qualifying Claimants.

- (e) Each Qualifying Claimant will be paid based on his/her individual Eligible Workweeks (including weighted Workweeks as set forth in 6.7.1(a) above) multiplied by the Revised Workweek Payout.

6.7.2 The Settlement Payment Amount for a Class Member who becomes a Late Participating Claimant shall be calculated as follows:

- (a) The Late Participating Claimants' Workweek Payout will be calculated by dividing the Late Participating Claimants' Pool by the total number of Eligible Workweeks for all Late Participating Claimants (including weighted Workweeks as set forth in 6.7.1(a) above), which shall yield the Late Participating Claimants' Workweek Payout.

- (b) The Late Participating Claimants will be paid an amount equal to their individual Eligible Workweeks (including weighted Workweeks as set forth in 6.7.1(a) above) multiplied by the Late Participating Claimants' Workweek Payout.

6.7.3 The Parties recognize that the Settlement Payments to be paid to Class Members reflect settlement of a dispute over claimed wages, interest, penalties, and other alleged damages. All Settlement Payments to Class Members shall be allocated as follows for tax purposes: unpaid wages to Class Members – 33.33% of each Settlement Payment; interest – 33.33% of each Settlement Payment; and penalties – 33.33% of each Settlement Payment. The portion of the

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2 Settlement Payment attributable to unpaid wages will be subject to regular and/or
3 applicable payroll and income tax withholdings (for the employee portion only),
4 and will be reported on an IRS Form W-2. As to those portions of the Settlement
5 Payments reported as non-wage income, the Class Representative, Qualified
6 Claimants and Late Participating Claimants each agree to indemnify and hold
7 harmless Defendants for any taxes due or owing by them with respect such
8 payments and/or any penalties and interest owed by Defendants for the failure to
9 withhold with respect to such payments. In the event that an individual Class
10 Member's payment reported as non-wage income exceeds \$600 (or such other
11 amount as the IRS may establish as a threshold for Form 1099 reporting), such
12 amount will be reported on an IRS Form 1099. The Claims Administrator shall
13 make appropriate tax withholdings from the portion of each Settlement Payment
14 designated as unpaid wages, and shall pay the employer portion of the taxes and
15 withholdings with funds separate from the Maximum Settlement Payment (to be
16 furnished by Defendants). Class Members will be responsible for paying all other
17 taxes due on their Settlement Payments. Other than as set forth above, the Claims
18 Administrator will not make any deductions, withholdings, or additional payments,
19 including without limitation, medical or other insurance payments or premiums,
20 employee 401(k) contributions or matching employer contributions, wage
21 garnishments to the extent permitted by law, or charity withholdings, from or with
22 respect to the payments to Class Members, and entry of the Order of Final
23 Approval by the Court shall be deemed authority not to make any such deductions,
24 withholdings, or additional payments.

25 6.7.4 Neither the Settlement nor any amounts paid under the
26 Settlement will modify any previously credited hours or service under any
27 employee benefit plan, policy, or bonus program sponsored by Defendants. Such
28 amounts will not form the basis for additional contributions to, benefits under, or

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2 any other monetary entitlement under Defendants' sponsored benefit plans,
3 policies, or bonus programs. The payments made under the terms of this
4 Stipulation shall not be applied retroactively, currently, or on a going forward basis,
5 as salary, earnings, wages, or any other form of compensation for the purposes of
6 the ARAMARK Releasees' benefit plans, policies, or bonus programs. The
7 ARAMARK Releasees retain the right to modify the language of their benefit
8 plans, policies and bonus programs to effectuate this intent, and to make clear that
9 any amounts paid pursuant to this Settlement are not for "hours worked," "hours
10 paid," "hours of service," or any similar measuring term as defined by applicable
11 plans, policies and bonus programs for purposes of eligibility, vesting, benefit
12 accrual, or any other purpose, and that additional contributions or benefits are not
13 required by this Stipulation of Settlement.

14 6.8 Releases

15 6.8.1 Upon Final Approval, the Class Representative shall be deemed
16 to have fully, finally, and forever released the ARAMARK Releasees from all Class
17 Representative's Released Claims through the Final Approval Date.

18 6.8.2 In addition, the Class Representative shall be deemed to have
19 expressly waived and relinquished, to the fullest extent permitted by law, the
20 provisions, rights, and benefits she may otherwise have had relating to the Class
21 Representative's Released Claims pursuant to Section 1542 of the California Civil
22 Code, which provides as follows:

23 *A general release does not extend to claims which the*
24 *creditor does not know or suspect to exist in his or her*
25 *favor at the time of executing the release, which if known*
26 *to him or her must have materially affected his or her*
27 *settlement with the debtor.*

28 6.8.3 Upon Final Approval, the Qualifying Claimants, Late
Participating Claimants, and each Settling Plaintiff/member of the Settlement Class
shall be deemed to have fully, finally, and forever released the ARAMARK

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2 Releasees from all of the Released Claims through the date on which Opt-Out
3 Requests must be filed with the Court. Provided, however, that Settling
4 Plaintiffs/members of the Settlement Class who (a) do not submit Claim Forms, (b)
5 submit late Claim Forms that are not accepted by Defendants, or (c) do not endorse
6 a settlement check issued by the Claims Administrator pursuant to this Stipulation,
7 will not be deemed to have released claims under the FLSA.

8 6.8.4 With respect to the Released Claims only, and subject to Section
9 6.8.1. above, each Settling Plaintiff shall be deemed to have expressly waived and
10 relinquished, to the fullest extent permitted by law, the provisions, rights, and
11 benefits he/she may otherwise have had pursuant to Section 1542 of the California
12 Civil Code, which provides as follows:

13 *A general release does not extend to claims which the*
14 *creditor does not know or suspect to exist in his or her*
15 *favor at the time of executing the release, which if known*
16 *to him or her must have materially affected his or her*
17 *settlement with the debtor.*

18 6.8.5 The above releases shall take effect unconditionally upon the
19 Effective Date.

20 7. NOTICE TO CLASS AND CLAIM PROCEDURE

21 7.1 Preliminary Approval

22 7.1.1 Class Counsel and Defendants' Counsel shall jointly submit to
23 the Court this Joint Stipulation of Settlement and exhibits thereto for preliminary
24 approval by the Court. Class Counsel will prepare and file the Preliminary
25 Approval papers for the Court, subject to Defendants' prior review and approval.
26 The Court's preliminary approval of this Settlement shall be embodied in an Order
27 certifying the Class for settlement purposes only, preliminarily approving the
28 Settlement and providing for Settlement Documents to be mailed to the Class in the
format attached hereto as Exhibits 1 and 2, and which will also set the date for the
final approval hearing.

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7.2 Notice

7.2.1 No later than twenty (20) calendar days after the Court issues the Preliminary Approval Order, Defendants shall provide to the Claims Administrator in electronic form, a list of each Class Member, including each person's name, last known address, social security number, employment status (current or former) and number of Eligible Workweeks ("Database"). The Database shall be based on Defendants' personnel, payroll, and/or other business records and provided in a format acceptable to the Claims Administrator. Defendants agree to consult with the Claims Administrator prior to the production date to ensure that the format will be acceptable to the Claims Administrator. The Claims Administrator shall maintain the Database, and all data contained within the Database, as private and confidential and shall not disclose such data to any persons or entities other than counsel for Defendants, unless otherwise required by law. The Claims Administrator shall share the database with Class Counsel after redacting the Class Members' names, addresses, and social security numbers. The Claims Administrator may disclose (a) the total number of Class Members to Class Counsel, and (b) the number of Workweeks for each individual Class Member, which shall be matched to a unique numerical employee identifier because the Claims Administrator will not disclose the names of individual Class Members. To the extent the Claims Administrator receives inquiries from individual Class Members, the Claims Administrator will apprise the Parties of the fact of the inquiry without disclosing the Class Member's name. The Claims Administrator will attempt to resolve any such inquiry and may involve the Parties' respective counsel to the extent necessary. In the event that the inquiry cannot be resolved adequately by the Claims Administrator and, if necessary, the Parties, the Parties shall meet and confer in good faith regarding whether disclosure of the individual Class Member's name to Class Counsel will assist in resolution of the inquiry. If

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2 Class Counsel is contacted by a Class Member regarding his/her data, the Claims
3 Administrator shall identify and disclose that specific Class Member's data upon
4 the request of Class Counsel. Upon production of the Database, Defendants will
5 verify that to the best of its knowledge the database is complete and accurate and
6 provides all of the information required pursuant to this Agreement and any
7 applicable court orders. The information in the Database is being supplied solely
8 for purposes of the administration of the settlement and hence cannot be used by the
9 Claims Administrator for any purpose other than to administer the Settlement.
10 Upon receipt of the Database, the Claims Administrator shall check with the U.S.
11 Postal Service National Change of Address Database and update any addresses with
12 any new information found regarding the location of Class Members. Twenty-five
13 (25) calendar days after the Claims Administrator mails the Notice of Settlement,
14 the Claim's Administrator shall run a "skip-trace" of the Class Members listed as
15 former employees in the Database who have not, at that point, returned a Claim
16 Form or otherwise contacted the Claims Administrator. The Claims Administrator
17 will update the Database with all new contact information found pursuant to its
18 obligations in this paragraph.

19 7.2.2 Within thirty (30) calendar days of the Preliminary Approval
20 Date, the Claims Administrator will send via United States first class mail the
21 Notice of Settlement and Claim Form to the Class Members, and the Claim Form
22 shall include the estimated Minimum Settlement Payment, as calculated under
23 Section 6.7.1(c), that a Qualifying Claimant would be eligible to receive. The
24 Notice of Settlement shall advise Class Members of their options, which include:
25 filing a timely and correctly completed Claim Form, which will entitle them to a
26 settlement amount equal to or in excess of the Minimum Settlement Payment, and
27 will result in them releasing all Released Claims; filing an Opt-Out Request; filing
28 an objection to the Settlement; or taking no action. The Notice of Settlement shall

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2 also advise Class Members that if, by the end of the Claims Period Deadline, they
3 do not submit a Claim Form or an Opt-Out Request (in the manner and within the
4 time periods specified herein), they will be sent a check for a reduced settlement
5 amount, and they may participate in the settlement as a Late Participating Claimant
6 by endorsing that check.

7 7.2.3 If any Settlement Documents are returned to the Claims
8 Administrator as undeliverable, the Claims Administrator shall run a skip-trace
9 using that Class Member's social security number in an effort to attempt to
10 ascertain the current address of the Class Member. If such an address(es) is
11 ascertained, the Claims Administrator shall re-mail the Settlement Documents
12 within ten (10) calendar days. If alternative addresses are obtained for a Class
13 Member, the Claims Administrator shall send the Notice of Settlement and Claim
14 Form to up to three (3) alternative addresses.

15 7.2.4 In order to claim his/her maximum share of the Settlement Pool,
16 a Class Member must submit to the Claims Administrator an executed Claim Form
17 that is postmarked within sixty (60) calendar days from the initial mailing of the
18 Settlement Documents ("the Claims Period Deadline"). The Claim Form will also
19 serve as each Class Member's written consent to become a party plaintiff pursuant
20 to Section 216(b) of the FLSA. Except as provided herein, no Claim Forms will be
21 honored if postmarked after the Claims Period Deadline. If a Claim Form is timely
22 post-marked but is incomplete or otherwise deficient, the Claims Administrator will
23 send the Class Member a notice of deficiency, and the Class Member will have
24 twenty (20) calendar days following the mailing of the notice of deficiency to cure
25 the deficiency. If a Claim Form is post-marked after the Claims Period Deadline,
26 Defendants shall have the option to determine, in their sole and absolute discretion,
27 whether or not to accept the Claim Form. If a late submitted Claim Form is
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2 accepted by Defendants, it shall be considered the same as if it had been timely
3 submitted.

4 7.2.5 Class Members, except for the Class Representative, will have
5 forty-five (45) calendar days from the date on which the Settlement Documents are
6 mailed within which to opt-out of the Settlement. Class Members who wish to
7 exercise this option must timely submit a signed and dated written request to be
8 excluded from the Settlement to the Claims Administrator (“Opt-Out Request”).
9 The Opt-Out Request must be postmarked on or before forty-five (45) calendar
10 days from the date of mailing the Settlement Documents. Class Members who do
11 not timely submit an executed Opt-Out Request shall be deemed part of the
12 Settlement Class and bound by the Settlement. Class Members who timely submit
13 an executed Opt-Out Request shall have no further role in the Action, and for all
14 purposes they shall be regarded as if they never were a party to this Action or a
15 Class Member, and thus they shall not be entitled to any payment as a result of this
16 Settlement and shall not be entitled to or permitted to assert any objection to the
17 Settlement. The Notice of Settlement shall advise Class Members of their ability to
18 opt-out of the Settlement and of the consequences thereof. Neither the Parties nor
19 any of their counsel will solicit any Class Member to submit an Opt-Out Request.

20 7.2.6 Class Members who timely submit both an Opt-Out Request and
21 a Claim Form shall be sent a letter by the Claims Administrator requesting
22 clarification of the Class Member’s intent. The letter will state that, unless the
23 Class Member clarifies within seven (7) calendar days that he or she intends to opt-
24 out, the Class Member will be deemed to be a Qualified Claimant and his or her
25 opt-out request will be null and void.

26 7.2.7 Class Members, except for the Class Representative, will have
27 forty-five (45) calendar days from the date of mailing the Settlement Documents
28 within which to file an objection to the Settlement. Only Class Members who have

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2 not filed an Opt-Out Request may object to the Settlement. To object, a Class
3 Member must file a written objection and a notice of intention to appear at the Final
4 Approval Hearing, send copies to the Parties' Counsel as set forth in the Notice of
5 Settlement, and appear at the Final Approval Hearing. The Parties and their
6 counsel agree that they will not solicit, encourage, counsel or advise any individual
7 to object to the Settlement.

8 7.2.8 A Class Member may challenge his or her Settlement Payment
9 solely by writing on the Claim Form the number of Eligible Workweeks he or she
10 contends to have worked for Defendants during the Class Period, and submitting
11 any accompanying supporting documentation or other evidence. The number of
12 Eligible Workweeks determined by Defendants shall be rebuttably presumed to be
13 correct and Defendants' records shall be rebuttably presumed correct for purposes
14 of determining whether a claimant is a Class Member. If the Class Member does
15 not provide any documents or other evidence, the challenge may be rejected by the
16 Claims Administrator. All other challenges will be resolved at the exclusive
17 discretion and authority of the Claims Administrator after seeking input from
18 counsel for the Parties. The Claims Administrator's decision shall be binding and
19 non-appealable by Plaintiff, Defendants, or the Class Member. Defendants will
20 promptly provide any information or documents reasonably requested by the
21 Claims Administrator to make its determination.

22 7.2.9 Beginning fourteen (14) calendar days after the date on which
23 the Settlement Documents are mailed, the Claims Administrator shall provide to
24 Class Counsel and counsel for Defendants a weekly status report that will be
25 cumulative, reflecting the number of Class Members who have filed each of the
26 following: completed Claim Forms, incomplete Claim Forms, untimely Claim
27 Forms, Claim Forms returned as undeliverable, and Opt-Out Requests.
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3 7.2.10 If one percent (1%) or more of the total number of Class
4 Members submit timely and valid Opt-Out Requests, then Defendants shall have
5 the option, in their sole and exclusive discretion, to void the Settlement. To
6 exercise this option, Defendants must send written notification to Class Counsel
7 within ten (10) calendar days of receiving a report from the Claims Administrator
8 following the Claims Period Deadline of the total number of timely and valid Opt-
9 Out Requests. If Defendants choose to exercise this option, the effect will be
precisely the same as if Final Approval did not occur, as discussed herein.

10 7.3 Final Approval

11 7.3.1 Prior to the Final Approval Hearing, Plaintiffs will move the
12 Court for entry of the Order of Final Approval (and associated entry of Judgment):
13 (a) certifying the Class for Settlement purposes only, (b) finding the Settlement fair,
14 reasonable, adequate, and in the best interests of the Class Members, (c) approving
15 Class Counsel's application for an award of attorneys' fees and costs, (d) approving
16 Class Representative's application for Service Payment, (e) approving the payment
17 of reasonable Settlement Administration Costs, and (f) dismissing the Action and
18 releasing and barring any further Released Claims by Class Members who do not
19 opt out of the Settlement. The Parties and their respective counsel shall make all
20 reasonable efforts to secure entry of the Order of Final Approval. The proposed
21 Order of Final Approval (and the associated proposed Judgment) shall be filed with
22 the Court with the motion for Final Approval, or as otherwise directed by the Court.

23 7.3.2 Prior to the Final Approval Hearing, and at least one (1) week
24 prior to the Opt Out deadline, Class Counsel shall file a motion seeking approval of
25 attorneys' fees and costs and the proposed Service Payment to the Class
26 Representative as set forth in the Stipulation. Class Representative and Class
27 Counsel agree that they shall be responsible for justifying the amount of the Service
28 Payment and attorneys' fees and costs to the Court, and they agree to submit, as

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2 appropriate, the necessary materials to justify these payments. Defendants will not
3 oppose the amount of the Service Payment and attorneys' fees and costs sought, as
4 long as they are consistent with the Stipulation. If the Court (or any appellate
5 court) awards less than the amount requested for attorneys' fees and/or costs, or less
6 than the amount requested for the Service Payment for the Class Representative as
7 set forth in Sections 6.3 and 6.4, only the awarded amounts shall be paid and shall
8 constitute satisfaction of the obligations of Defendants under this Stipulation. Any
9 unawarded attorneys' fees and/or costs shall be paid back into the Settlement Pool
10 for distribution to Class Members.

11 7.3.3 Defendants shall have the sole right to void and withdraw from
12 this Agreement if at any time prior to the Final Approval Date: (a) one percent (1%)
13 or more of all Class Members opt out of the Settlement, as provided in Section
14 7.2.10 above; or (b) the Settlement is construed in such a fashion that Defendants
15 would be required to pay more than the Maximum Settlement Amount, plus
16 Defendants' share of the employer payroll taxes; or (c) the Court does not certify
17 the settlement class, or does not certify a class releasing the Released Claims set
18 forth in this Agreement, or otherwise makes an order inconsistent with any of the
19 material terms (as determined by Defendant) of this Agreement; or (d) any pending
20 litigation or litigation filed prior to the Final Approval Date in any way prevents
21 this Agreement from resolving all claims identified in the Class Representative's
22 Released Claims and Released Claims, as defined herein; or (e) Plaintiff or her
23 counsel breaches this Agreement.

24 7.3.4 If an appeal results in an order materially modifying, setting
25 aside, or vacating any portion of the Stipulation, with the exception of any
26 modification of the amount of attorneys' fees or costs to be paid to Class Counsel,
27 or the amount of the Service Payment paid to the Class Representative, each party
28 adversely impacted by the order shall have the absolute right, at its sole discretion,

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

10 7.3.5 If the Final Approval or Final Judgment does not occur, or if this
11 Stipulation is terminated or canceled pursuant to its terms, the Parties to this
12 Stipulation shall be deemed to have reverted to their respective status as of the date
13 and time immediately prior to the execution of this Stipulation. In such an event, if
14 the Stipulation is not approved by the Court substantially in the form agreed to by
15 the Parties, or if the Settlement set forth in the Stipulation is terminated, cancelled,
16 declared void, or fails to become effective in accordance with its terms, or if the
17 Judgment does not become a Final Judgment, or if the Final Approval Date does
18 not occur, this Stipulation (except for those provisions relating to non-admission,
19 denial of liability set forth herein, and the confidentiality agreements entered into
20 by the Parties) shall be deemed null and void, its terms and provisions shall have no
21 further force and effect with respect to the Settling Parties and shall not be used in
22 this Action or in any other proceeding for any purpose, and any Judgment or order
23 entered by the Court in accordance with the terms of the Stipulation shall be treated
24 as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation,
25 no order of the Court, or modification or reversal on appeal of any order of the
26 Court, reducing the amount of any attorneys' fees or costs to be paid by Defendants
27 to Class Counsel, or reducing the amount of any Service Payment paid to the Class
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2 Representative, shall constitute grounds for cancellation or termination of the
3 Stipulation, or grounds for limiting any other provision of the Judgment.

4 7.4 Funding and Distribution of the Settlement Proceeds

5 7.4.1 Within fifteen (15) calendar days after the Effective Date,
6 Defendants shall pay the Maximum Settlement Amount into the Qualified
7 Settlement Fund set up, held, and controlled by the Claims Administrator.²

8 7.4.2 Within thirty (30) calendar days of the Effective Date, the
9 Claims Administrator shall issue Settlement Payments to Qualified Claimants in the
10 form of a check.

11 7.4.3 Within thirty (30) calendar days of the Effective Date, the
12 Claims Administrator shall issue Settlement Payments to Late Participating
13 Claimants in the form of a check. The checks issued to Late Participating
14 Claimants will include language reflecting that by endorsing the check, the
15 individual is consenting to join the Action and electing to participate in the
16 Settlement, as well as an explicit release of claims consistent with the terms of the
17 "Released Claims" defined in Section 2.25 above. The release language on the
18 check shall be the same or substantially similar to the following: "By endorsing
19 this check, I consent to join the Settlement Class in *Morazan v. ARAMARK*
20 *Uniform & Career Apparel Group, Inc.*, elect to participate in the Settlement, and
21 agree to release all of the Released Claims covered by the Settlement."

22 7.4.4 After one hundred eighty (180) calendar days of issuance, funds
23 from undeposited checks will be held by the Claims Administrator; if the Class
24 Member to whom the undeposited check is issued does not contact Class Counsel
25 or the Claims Administrator concerning his or her settlement payment within one-

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27 ² In the event of any appeal of attorneys fees, costs, or the Final Judgment, the Claims Administrator shall ensure that
28 the monies in the QSF are in an interest bearing account. Any settlement, attorneys fees, or costs payments made
thereafter to Qualified Claimants or Class Counsel will include the pro-rated interest earned from the date of the
notice of appeal until 30 days prior to the settlement payment.

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2 hundred eighty (180) calendar days of issuance, the Stipulation of Settlement,
3 including its release, will be binding on that Class Member, and the amount of that
4 Class Member's settlement payment shall be transmitted to the Controller of the
5 State of California, to be held and disposed of by the Controller in accordance with
6 California's Unclaimed Property Law.

7 7.4.5 Within thirty (30) calendar days of the Effective Date, the
8 Claims Administrator shall pay the Court-approved Attorneys' Fees and Costs to
9 Class Counsel or a trust account designated by Class Counsel. Class Counsel shall
10 provide to the Claims Administrator, with a copy to Defendants, the pertinent
11 taxpayer identification number and IRS Form W-9 within ten (10) calendar days
12 after the Final Approval Date.

13 7.4.6 Within thirty (30) calendar days of the Effective Date, the
14 Claims Administrator shall send a check by mail for the Court-approved Service
15 Payment to the Class Representative.

16 7.4.7 Within thirty (30) calendar days of the Effective Date, the
17 Claims Administrator shall send a check by mail to the California Labor Workforce
18 Development Agency for the State of California's share of the PAGA penalty
19 payment and referencing the fact of this Settlement.

20 7.4.8 Upon the Final Approval Date, the Released Claims in the
21 Action will be dismissed with prejudice on a class-wide basis.

22 **8. MISCELLANEOUS PROVISIONS**

23 8.1 Neither the acceptance nor the performance by Defendants of the terms
24 of this Stipulation, nor any of the related negotiations or proceedings, is or shall be
25 claimed to be, construed as, or deemed to be, an admission by Defendants of the
26 truth of any of the allegations in the Complaint, the representative character of the
27 Action, the validity of any of the claims that were or could have been asserted by
28 Plaintiff and/or Class Members in the Action, or of any liability or guilt of

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2 Defendants in the Action. Nothing in this Stipulation shall be construed to be or
3 deemed an admission by Defendants of any liability, culpability, negligence, or
4 wrongdoing toward Plaintiff, the Class Members, or any other person, and
5 Defendants specifically disclaim any liability, culpability, negligence, or
6 wrongdoing toward Plaintiff, the Class Members, and any other person. Each of
7 the Parties has entered into this Stipulation with the intention to avoid further
8 disputes and litigation with the attendant inconvenience, expenses, and
9 contingencies.

10 8.2 The Parties agree to cooperate fully with one another to accomplish
11 and implement the terms of this Settlement. Such cooperation shall include, but not
12 be limited to, execution of such other documents and the taking of such other action
13 as may reasonably be necessary to fulfill the terms of this Settlement. The Parties
14 to this Settlement shall exercise reasonable efforts, including all efforts
15 contemplated by this Settlement and any other efforts that may become necessary
16 by Court order, or otherwise, to effectuate this Settlement and the terms set forth
17 herein.

18 8.3 Unless otherwise specifically provided herein, all notices, demands, or
19 other communications given hereunder shall be in writing and shall be deemed to
20 have been duly given as of the third business day after mailing by United States
21 certified mail, return receipt requested, addressed as follows:

22 To the Class Counsel:

23 David D. Sohn
24 Sohn Legal Group, P.C.
25 425 California Street, 19th Floor
San Francisco, California 94104

26 David Borgen
27 Laura L. Ho
Goldstein, Borgen, Dardarian & Ho
28 300 Lakeside Drive, Suite 1000
Oakland, California 94612

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To Defendants:

Anne Marie Estevez
Morgan, Lewis and Bockius LLP
200 South Biscayne Boulevard, Suite 5300
Miami, Florida 33131

Eric Meckley
Kathryn M. Nazarian
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, California 94105-1126

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

8.5 Plaintiff, Class Counsel and all attorneys associated with Class Counsel agree that they will not issue any press releases, initiate any contact with the press, provide any information to the press, or otherwise publicize or cause to be publicized this case, this settlement, or the facts leading up to the case or settlement, and represent that they have not done so prior to signing this Agreement. As an absolute condition of this Agreement, Class Counsel will not post anything on their website relating to this matter, except that Class Counsel may post the Settlement Documents on their website, provided that the Settlement Documents shall be removed from the website by the Effective Date. Any communication about the Settlement to Class Members other than Plaintiff prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved Notice of Settlement. After the Effective Date, Class Counsel may refer to the fact of the settlement but without naming Defendants or providing any other

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2 information that would reveal the identity of Defendants, i.e. Defendants shall be
3 referred to as “National Services Company.”

4 8.6 The Parties shall refrain from making any disparaging oral or written
5 statements concerning any of the other Parties. The Parties shall also refrain from
6 taking any action, directly or indirectly, which they know or reasonably should
7 know to be disparaging concerning any other Party. The Parties’ promises in this
8 subparagraph include any statements made to the media. The Parties’ promises in
9 this subsection, however, shall not apply to any judicial or administrative
10 proceeding in which the Party is a party or has been subpoenaed to testify under
11 oath by a government agency or by any third party.

12 8.7 The Class Representative, by signing this Stipulation, is bound by the
13 terms herein and further agrees not to request to be excluded from the Settlement
14 and not to object to any terms of this Stipulation. Any such request for exclusion or
15 objection shall therefore be void and of no force or effect. Defendants, Class
16 Counsel, and the Class Representative waive their rights to file an appeal, writ, or
17 any challenge whatsoever to the terms of this Stipulation, except (1) either Party
18 may appeal in the event an objector’s objection is upheld by the trial court; and (2)
19 Plaintiff and her counsel have the right to appeal any order denying, in whole or in
20 part, her application for the award of attorney’s fees and costs and/or Plaintiff’s
21 Service Payment.

22 8.8 Neither Class Counsel nor any other attorneys acting for, or purporting
23 to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
24 any amounts for fees, costs, or disbursements from the Defendants or the
25 ARAMARK Releasees except as expressly provided herein.

26 8.9 This Stipulation may not be changed, altered, or modified, except in
27 writing signed by the Parties hereto and approved by the Court. This Stipulation
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2 may not be discharged except by performance in accordance with its terms or by a
3 writing used by the Parties hereto.

4 8.10 This Stipulation shall be binding upon and inure to the benefit of the
5 Parties hereto and their respective heirs, trustees, executors, administrators,
6 successors, and assigns.

7 8.11 Because the proposed Class has not yet been certified, and the
8 members of the proposed Class are so numerous, the Parties agree that it is
9 impossible or impractical to have each Class Member sign this Stipulation. It is
10 agreed therefore, that for purposes of seeking approval of the Class Settlement, this
11 Stipulation of Settlement may be executed on behalf of the proposed Class by Class
12 Counsel and the Class Representative.

13 8.12 This Stipulation shall become effective upon its execution by all of the
14 undersigned. The Settling Parties may execute this Stipulation in counterparts, and
15 execution of counterparts shall have the same force and effect as if all Settling
16 Parties had signed the same instrument.

17 8.13 The Court shall retain jurisdiction with respect to the implementation
18 and enforcement of the terms of the Stipulation, and all Parties hereto submit to the
19 jurisdiction of the Court for purposes of implementing and enforcing the Settlement
20 embodied in the Stipulation. Any action to enforce this Stipulation shall be
21 commenced and maintained only in the Court.

22 8.14 Paragraph titles or captions contained in the Stipulation are inserted as
23 a matter of convenience and for reference, and in no way define, limit, extend, or
24 describe the scope of this Stipulation, or any provision thereof.

25 IN WITNESS WHEREOF, this Stipulation of Settlement is executed
26 by the Parties and their duly authorized attorneys, as of the day and year herein set
27 forth.
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DATED: 05-01-13, 2013

Martha Morazan
Martha Morazan, Plaintiff

GOLDSTEIN, BORGEN,
DARDARIAN & HO

DATED: May 2, 2013

By: [Signature]
Attorneys for Plaintiff and the
Proposed Class

SOHN LEGAL GROUP, P.C.

DATED: May 2, 2013

By: [Signature]
Attorneys for Plaintiff and the
Proposed Class

DATED: May 2, 2013

ARAMARK

By: [Signature]
Its: [Signature]

DATED: May 2, 2013

MORGAN, LEWIS & BOCKIUS LLP

By: [Signature]
Attorneys for Defendants

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