

1 Jonathan M. Lebe (State Bar No. 284605)  
Jon@lebelaw.com  
2 Zachary Gershman (State Bar No. 328004)  
Zachary@lebelaw.com  
3 **Lebe Law, APLC**  
777 S. Alameda Street, Second Floor  
4 Los Angeles, CA 90021  
Telephone: (213) 444-1973

5  
6 Attorneys for Plaintiff Tiara Billups-Larkin,  
individually and on behalf of all others similarly situated

7 MORGAN, LEWIS & BOCKIUS LLP  
Eric Meckley, Bar No. 168181  
8 Sarah Zenewicz, Bar No. 258068  
One Market Spear Street Tower  
9 San Francisco, CA 94105-1596  
Tel: +1.415.442.1000  
10 Fax: +1.415.442.1001  
eric.meckley@morganlewis.com  
11 sarah.zenewicz@morganlewis.com

12 Attorneys for Defendant  
ARAMARK SERVICES, INC.

13  
14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 Tiara Billups-Larkin, individually and on behalf  
17 of all others similarly situated

18 Plaintiff,

19 vs.

20 Aramark Services, Inc.,

21 Defendant.  
22  
23  
24  
25  
26  
27  
28

Case No. 3:21-cv-06852-RS

**STIPULATION OF CLASS AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT**

Complaint Filed: June 16, 2021

Trial Date: None Set

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

6 **1. DEFINITIONS**

7 1.1 “Action” means the above-captioned action, *Tiara Billups-Larkin v. Aramark*  
8 *Services, Inc.*, Northern District of California Case No. 3:21-cv-06852-RS.

9 1.2 “Class Counsel” means Jonathan M. Lebe and Zachary Gershman of Lebe Law,  
10 APLC.

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

17 1.4 “Class Settlement Period” means the time period from December 19, 2016,  
18 through and including December 15, 2022.

19 1.5 “Class Representative” or “Plaintiff” means Plaintiff Tiara Billups-Larkin.

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

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

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

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

1           1.9     “Effective Date” means the date on which an order and Judgment on the  
2 Settlement becomes final. Such order and judgment becomes final on the later of: (a) if no  
3 objections or opposition to the Settlement have been filed, or if there were any objections or  
4 opposition filed but withdrawn before the Final Approval Hearing, then the date the Court enters  
5 an Order of Final Approval and Judgment; (b) if an objection or any other challenge to the  
6 Settlement has been filed, then the date on which the time to file an appeal of an Order of Final  
7 Approval and Judgment expires; or (c) if an objection or any other challenge to the Settlement is  
8 filed and a Notice of Appeal of and Order of Final Approval and Judgment is timely filed, then  
9 the date the appeal is finally resolved, and no further review is requested, with the Final Approval  
10 unaffected. If a review of the appellate decision is requested, the day after the request for review  
11 is denied with prejudice and/or no further review of the Order of Final Approval and Judgment  
12 can be requested.

13           1.10    “Eligible Workweeks” shall mean the workweeks that each Settlement Class  
14 Member worked for Defendant in California during the Class Settlement Period.

15           1.11    “Eligible Pay Periods” shall mean the pay periods that each PAGA Member  
16 worked for Defendant in California during the PAGA Settlement Period.

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

21           1.13    “Final Approval Date” means the date on which the Court enters the Order of  
22 Final Approval.

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

1           1.15   “Gross Settlement Amount” shall mean the amount that Defendant will pay in  
2 settlement of this matter, subject to section 3.2.2 below. The Gross Settlement Amount includes  
3 all awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs,  
4 Enhancement Award, the PAGA Settlement Payment (paid to the PAGA Members and the  
5 LWDA), and payments to the Participating Class Members.

6           1.16   “Individual PAGA Payment” means the individual amounts paid from the PAGA  
7 Payment to the individual PAGA Members for settlement of claims for civil penalties under  
8 PAGA.

9           1.17   “Individual Settlement Payment” means the settlement amount due each  
10 Participating Class Member from the Net Settlement Amount.

11           1.18   “LWDA” means the California Labor and Workforce Development Agency.

12           1.19   “LWDA PAGA Payment” means the payment to the LWDA from the PAGA  
13 Payment for settlement of claims for civil penalties under PAGA.

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

18           1.21   “Notice of Settlement” means the document provided to Settlement Class  
19 Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

20           1.22   “PAGA Members” means all current and former California non-exempt employees  
21 of Defendant during the PAGA Settlement Period.

22           1.23   “PAGA Payment” means the payment in settlement of all claims for PAGA  
23 penalties, 75% of which will be distributed as the LWDA PAGA Payment and 25% of which will  
24 be distributed as Individual PAGA Payments to the PAGA Members.

25           1.24   “PAGA Settlement Period” means all means the period from June 16, 2020,  
26 through and including December 15, 2022.

27  
28

1           1.25   “Participating Class Members” means the Settlement Class Members who do not  
2 timely request to be excluded from the class portion of the settlement. No claim form is required  
3 for a Settlement Class Member to become a Participating Class Member.

4           1.26   “Preliminary Approval Date” means the date the Court enters the Order  
5 preliminary approving the Stipulation of Settlement and setting the Final Approval Hearing.

6           1.27   “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”)  
7 created under Internal Revenue Code Section 468B, to be overseen by the Settlement  
8 Administrator.

9           1.28   “Released Class Claims” means all federal, state and local law claims, rights,  
10 demands, liabilities, and causes of action, asserted in any of the complaints filed in the Action,  
11 including the to-be-filed Second Amended Complaint, asserted in any PAGA letter sent by  
12 Plaintiff to the LWDA, and all claims that could have been asserted in the Action arising from or  
13 related to the same alleged facts, legal theories or statutory violations, including derivative  
14 claims, including causes of action for (1) failure to pay minimum wages; (2) failure to pay  
15 overtime wages; (3) unlawful deduction of wages; (4) failure to provide meal periods; (5) failure  
16 to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to  
17 reimburse all necessary business expenses; (8) failure to timely pay all wages due upon separation  
18 of employment; (9) violation of Business and Professions Code sections 17200, *et seq.*; and (10)  
19 all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon  
20 the claims described above and including, but not limited to, pursuant to Labor Code §§ 210,  
21 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289, costs,  
22 attorneys' fees, injunctive relief, declaratory relief, or accounting that are based on or related to  
23 the alleged Labor Code, Wage Order, and Business & Professions Code violations, that accrue  
24 during the Class Settlement Period.

25           1.29   “Released PAGA Claims” means all claims for civil penalties under PAGA  
26 asserted in any of the complaints filed in the Action, including the to-be-filed Second Amended  
27 Complaint, asserted in any PAGA letter sent by Plaintiff to the LWDA, and all claims that could  
28 have been asserted in the Action arising for or related to the same alleged facts, legal theories or

1 statutory violations, including but not limited to claims for violations of the California Labor  
2 Code for failure to pay all wages due including minimum, regular and overtime wages; failure to  
3 provide legally compliant off-duty meal and rest periods or pay compensation in lieu thereof;  
4 failure to indemnify all reasonable and necessary business expenses; failure to pay all wages due  
5 during and upon separation or termination of employment, unlawful deduction of wages; failure  
6 to provide paid sick leave; failure to timely produce personnel files; and failure to provide  
7 accurate and itemized wage statements; and violations of Labor Code sections 201-204, 210, 218,  
8 218.6, 221, 226, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197,  
9 1197.1, 1198, 1198.5, 1199(c), 2802 and 2804.

10 1.30 “Released Parties” means Defendant and all affiliated parties and entities,  
11 including all past and present affiliates, parents, subsidiaries, predecessors, owners, members,  
12 successors, shareholders, divisions, insurers, counsel, and each of these entities’ past and present  
13 directors, officers, employees, partners, shareholders, members and representatives.

14 1.31 “Response Deadline” means forty-five (45) days after the Settlement  
15 Administrator mails the Notice of Settlement to Settlement Class Members. It shall be the last  
16 date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class  
17 portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark  
18 any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement  
19 Class Members to whom the Notice of Settlement is remailed after having been returned as  
20 undeliverable to the Settlement Administrator shall be fifty-five (55) calendar days after the  
21 Settlement Administrator’s initial mailing of the Notice of Settlement to Settlement Class  
22 Members, or fourteen (14) days after the re-mailing, whichever is later.

23 1.32 “Settlement Administration Costs” means the costs payable from the Gross  
24 Settlement Amount to the Settlement Administrator for administering this Settlement in  
25 accordance with the Settlement Administrator’s responsibilities outlined in this Stipulation.

26 1.33 “Settlement Administrator” means Phoenix Settlement Administrators, who shall  
27 be responsible for the administration of the Settlement, distribution of any amounts owed under  
28

1 this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement,  
2 and subject to appointment by the Court.

3 1.34 “Settlement Class” or “Settlement Class Members” means all current and former  
4 California non-exempt employees of Defendant during the Class Settlement Period.

## 5 2. **RECITALS**

### 6 2.1 **Background and Procedural History**

7 2.1.1 On June 16, 2021, Plaintiff sent a PAGA notice to the LWDA and  
8 Defendant regarding alleged California Labor Code violations. That same day, Plaintiff filed her  
9 Class Action Complaint in Alameda County Superior Court alleging causes of action on behalf of  
10 herself and a putative class of Defendant’s current and former California non-exempt employees  
11 for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction  
12 of wages; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to  
13 provide accurate itemized wage statements; (7) failure to reimburse all business expenses; (8)  
14 failure to timely pay all wages due upon separation of employment; and (9) violation of Business  
15 and Professions Code sections 17200, *et seq.* On September 2, 2021, Defendant removed the  
16 Action to the Northern District of California. On May 18, 2021, Plaintiff filed her First Amended  
17 Class and Representative Complaint, adding a cause of action for enforcement of Labor Code  
18 section 2698, *et seq.* (“PAGA”).

19 2.1.2 Through substantial and extensive informal discovery, Defendant provided  
20 Class Counsel with written policies and data reflecting the Settlement Class Members’ time  
21 worked, pay, workweeks, meal premiums paid, and employment status during the Class  
22 Settlement Period.

23 2.1.3 The Parties participated in a private mediation with experienced wage and  
24 hour mediator Lisa Klerman on September 9, 2022, and reached an agreement on a settlement.  
25 All of the terms of the settlement are contained within this Stipulation of Settlement. At all times,  
26 the Parties’ settlement negotiations have been non-collusive, adversarial, and at arm’s length.

### 27 2.2 **Benefits of Settlement**

28

1                   2.2.1 Based on their own independent investigations and evaluations, Class  
2 Counsel is of the opinion that the Settlement with Defendant for the consideration and terms set  
3 forth herein, considering the representative and class claims, and the risk of loss, is fair,  
4 reasonable, and adequate in light of all known facts and circumstances, and is in the best interests  
5 of the Settlement Class. Class Counsel is also of the opinion that the total consideration and  
6 payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties  
7 surrounding the risk of further litigation, the possibility of losing class certification, that the  
8 PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted  
9 and/or could assert as to the substantive merit of the claims.

10                   2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to  
11 the Settlement Class against the expenses and length of continued proceedings that would be  
12 necessary to prosecute the Action against Defendant through class certification, through  
13 manageability motions, summary judgment, trial and possible appeals. Class Counsel has also  
14 taken into account the uncertain outcome and risk of any litigation, especially in complex actions  
15 such as class and representative actions, as well as the difficulties and delay inherent in such  
16 litigation. As a result, Class Counsel has determined that the settlement set forth in this  
17 Stipulation of Settlement is in the best interests of the Settlement Class.

18                   2.2.3 Defendant and the Released Parties specifically and generally deny any and  
19 all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or  
20 admissions of liability of any sort, and contend that for any purpose other than Settlement, the  
21 Action is not appropriate for class or representative action treatment. Nonetheless, Defendant has  
22 concluded that further conduct of the Action would be protracted, distracting, and expensive, and  
23 that it is desirable that the Action be fully and finally settled in the manner and upon the terms  
24 and conditions set forth in this Stipulation. Defendant has also taken into account the uncertainty  
25 and risks inherent in any litigation. Defendant has therefore determined that it is desirable and  
26 beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in  
27 this Stipulation.

1                   2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it,  
2 nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an  
3 admission by Defendant of any fault, wrongdoing, or liability whatsoever. Nor should the  
4 Stipulation of Settlement be construed as an admission that Plaintiff could meet any of the class  
5 action requirements or that any PAGA claim would be manageable. There has been no final  
6 determination by any court as to the merits of the claims asserted by Plaintiff against Defendant,  
7 as to whether a class action should be certified, or that any PAGA claim is manageable.

8                   **3. SETTLEMENT TERMS**

9                   3.1       **Amendment of the Pleadings.** In connection with approval of this Settlement,  
10 and following execution of this Stipulation, Plaintiff will file a Second Amended Complaint that  
11 adds all allegations raised at mediation not already alleged in Plaintiff’s prior complaints,  
12 including alleged “on premises” rest periods and off-the-clock claims based on clock-in  
13 procedures. The Parties will stipulate to request the Court grant Plaintiff leave to file the Second  
14 Amended Complaint. Plaintiff will file her Motion for Preliminary Approval following the filing  
15 of the Second Amended Complaint.

16                   3.2       **Conditional Class Certification.** The Parties stipulate, for settlement purposes  
17 only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does  
18 not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any  
19 other reason, the Settlement Class will be decertified and Defendant shall, and hereby does, retain  
20 the right to dispute the appropriateness of class certification.

21                   3.3       **Gross Settlement Amount**

22                   3.3.1    Gross Settlement Amount: Defendant shall pay a non-reversionary amount  
23 not to exceed Four Hundred, Sixty-Thousand Dollars and Zero Cents (\$460,000) as the Gross  
24 Settlement Amount to resolve the Action on a class and representative basis, subject to section  
25 3.3.2. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class  
26 Counsel’s attorneys’ fees and costs, an Enhancement Award, Settlement Administration Costs;  
27 the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement  
28 Payments to the Participating Class Members. Notwithstanding the foregoing, in addition to the

1 Gross Settlement Amount, Defendant will pay the employer's portion of payroll taxes, including  
2 FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid  
3 wages.

4           3.3.2 Escalation of Gross Settlement Amount or Truncation of Class Settlement  
5 Period: The Gross Settlement Amount was negotiated based on approximately 56,540  
6 workweeks from December 19, 2016 through September 9, 2022, and if it is determined  
7 following receipt of the class data by the Settlement Administrator and prior to the mailing of the  
8 Notice of Settlement that the number of Eligible Workweeks for the period December 19, 2016,  
9 to September 9, 2022, is ten (10%) percent greater than the 56,540 (i.e., more than 62,194  
10 workweeks), the Gross Settlement Amount, including the maximum amount which Plaintiff's  
11 counsel may request in attorneys' fees, shall increase by the percentage in excess of 10% (i.e., if  
12 the workweeks increase by 11%, then the Gross Settlement Amount shall increase by 1%).

### 13           3.4     **Allocation of Gross Settlement Amount**

14           3.4.1 Class Representative Enhancement Award: The Class Representative's  
15 Enhancement Award, which is in addition to the Class Representative's Individual Settlement  
16 Payment from the Net Settlement Amount and Individual PAGA Payment as PAGA Members,  
17 will, subject to Court approval, be paid out of the Gross Settlement Amount and will not exceed  
18 \$15,000, less taxes and withholdings, for the Class Representative's services and assistance to the  
19 Class. Any amount of the Class Representative Enhancement Award that is not awarded by the  
20 Court shall be added to the Net Settlement Amount.

21           3.4.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an  
22 award of reasonable attorneys' fees not to exceed 35% of the Gross Settlement Amount,  
23 \$161,000, and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket  
24 costs incurred up to an additional \$15,000, to be paid out of the Gross Settlement Amount.  
25 Defendant reserves the right to challenge Class Counsel's requests for fees and costs if the  
26 requests exceed the parameters established by this Stipulation. The Settlement Administrator  
27 shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section.  
28 Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on

1 their fees and costs award. Any amount of Class Counsel’s requested fees and costs that is not  
2 awarded by the Court shall be added to the Net Settlement Amount. Neither Class Counsel nor  
3 any other attorneys acting for, or purporting to act for, the Settlement Class, Settlement Class  
4 Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or  
5 disbursements from the Defendant or the Released Parties except as expressly provided herein,  
6 except in the event of the Gross Settlement Award increasing as provided for in Section 3.3.2, at  
7 which point Class Counsel can apply for an increased award of attorneys’ fees by a proportional  
8 amount as the Gross Settlement Award.

9           3.4.3 Settlement Administrator Costs: The Settlement Administration Costs  
10 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
11 required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated  
12 not to exceed \$25,000. Under no circumstances will Defendant be required to contribute  
13 additional funds, above and in addition to the Gross Settlement Amount, to cover any unexpected  
14 Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of  
15 administering the Settlement, including all tax document preparation, custodial fees, and  
16 accounting fees incurred by the Settlement Administrator; all costs and fees associated with  
17 establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with  
18 preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement  
19 Class Members; all costs and fees associated with communicating with Settlement Class  
20 Members, Class Counsel, and Defendant’s Counsel; all costs and fees associated with computing,  
21 processing, reviewing, and paying the payments due under this Stipulation, and resolving  
22 disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes,  
23 making related payment to federal and state tax authorities, and issuing tax forms relating to  
24 payments made under the Settlement; all costs and fees associated with preparing any tax returns  
25 and any other filings required by any governmental taxing authority or agency; all costs and fees  
26 associated with preparing any other notices, reports, or filings to be prepared in the course of  
27 administering payments due under this Stipulation; all costs in producing and maintaining a  
28 website for the class action settlement a link for which will be provided in the notice with the

1 URL www.ACSSettlement.com, or a substantially similar URL subject to the Parties' approval,  
2 that will be available until 30 days after the Effective Date; and any other costs and fees incurred  
3 and/or charged by the Settlement Administrator in connection with the execution of its duties  
4 under this Stipulation.

5           3.4.4 Individual Settlement Payments to Participating Class Members: Each  
6 Participating Class Member will be entitled to receive an Individual Settlement Payment, which  
7 will be paid out of the Net Settlement Amount. The amount of each Individual Settlement  
8 Payment will be calculated on a pro rata basis, based on the Eligible Workweeks each  
9 Participating Class Member worked during the Class Settlement Period. There is no need for a  
10 Participating Settlement Class Member to submit a claim form in order to be eligible for and to  
11 receive an Individual Settlement Payment. To determine each Settlement Class Member's  
12 estimated "Individual Settlement Payment," the Settlement Administrator will use the following  
13 formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all  
14 Settlement Class Member Eligible Workweeks × Net Settlement Amount. The Parties recognize  
15 that the Individual Settlement Payments to be paid to Participating Class Members reflect  
16 settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

17           3.4.5 PAGA Payment: A total amount of \$20,000 from the Gross Settlement  
18 Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-  
19 five percent (75%) of this amount (\$15,000) will be the LWDA PAGA Payment to paid to the  
20 LWDA and the remaining twenty-five (25%) of this amount (\$5,000) shall be distributed to the  
21 PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not  
22 approved by the Court shall be added to the Net Settlement Amount and any additional amount  
23 ordered by the Court shall be paid from the Gross Settlement Amount. The 25% of the PAGA  
24 Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be  
25 distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA  
26 Member worked during the PAGA Settlement Period.

27 ///

28 ///

1           3.5    **Taxation**

2                   3.5.1   Tax Treatment of Individual Settlement Payments. All Individual  
3 Settlement Payments to Participating Class Members shall be allocated as follows for tax  
4 purposes: 33% of each Individual Settlement Payment reflects compromise of claims for alleged  
5 unpaid wages; 33% of each Individual Settlement Payment reflects compromise of a claim for  
6 alleged interest and 33% of each Individual Settlement Payment reflects a compromise of claims  
7 for alleged penalties. The portion of the Individual Settlement Payment attributable to unpaid  
8 wages will be subject to regular and/or applicable payroll and income tax withholdings (for the  
9 employee portion only), and will be reported on an IRS Form W-2. The Settlement Administrator  
10 shall make appropriate tax withholdings from the portion of each Individual Settlement Payment  
11 designated as unpaid wages, and shall pay the employer portion of payroll taxes with funds  
12 separate from the Gross Settlement Amount to be furnished by Defendant. Participating Class  
13 Members will be responsible for paying all other taxes due on their Individual Settlement  
14 Payments. Other than as set forth above, the Settlement Administrator will not make any  
15 deductions, withholdings, or additional payments, including without limitation, medical or other  
16 insurance payments or premiums, employee 401(k) contributions or matching employer  
17 contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or  
18 with respect to the Individual Settlement Payments, and entry of the Order of Final Approval by  
19 the Court shall be deemed authority not to make any such deductions, withholdings, or additional  
20 payments.

21                   3.5.2   Tax Treatment of Individual PAGA Payments: All Individual PAGA  
22 Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required.  
23 PAGA Members will be responsible for paying all other taxes due on their Individual PAGA  
24 Payments. PAGA Members will be responsible for paying all taxes due on their Individual  
25 PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or  
26 additional payments, including without limitation, medical or other insurance payments or  
27 premiums, employee 401(k) contributions or matching employer contributions, wage  
28

1 garnishments to the extent permitted by law, or charity withholdings, from or with respect to the  
2 Individual PAGA Payments.

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

20           3.6 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid  
21 under the Settlement will modify any previously credited hours or service under any employee  
22 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not  
23 form the basis for additional contributions to, benefits under, or any other monetary entitlement  
24 under the Released Parties’ sponsored benefit plans, policies, or bonus programs. The payments  
25 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a  
26 going forward basis, as salary, earnings, wages, or any other form of compensation for the  
27 purposes of the Released Parties’ benefit plans, policies, or bonus programs. The Released  
28 Parties retain the right to modify the language of their benefit plans, policies and bonus programs

1 to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are  
2 not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as  
3 defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting,  
4 benefit accrual, or any other purpose, and that additional contributions or benefits are not required  
5 by this Stipulation of Settlement.

### 6 3.7 Releases

7 3.7.1 Class Representative’s Release. Upon Final Approval, the Class  
8 Representative shall be deemed to have fully, finally, and forever released the Released Parties  
9 from all Class Representative’s Released Claims through the Final Approval Date. The Class  
10 Representative may hereafter discover claims or facts in addition to, or different from, those  
11 which she now knows or believes to exist, but Class Representative expressly agrees to fully,  
12 finally and forever settle and release any and all claims against the Released Parties, known or  
13 unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at  
14 the time of execution of this Stipulation. The Class Representative shall be deemed to have  
15 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,  
16 and benefits she may otherwise have had relating to the Class Representative’s Released Claims  
17 pursuant to Section 1542 of the California Civil Code, which provides as follows:

18 A general release does not extend to claims that the creditor or  
19 releasing party does not know or suspect to exist in his or her favor  
20 at the time of executing the release and that, if known by him or her,  
21 would have materially affected his or her settlement with the debtor  
22 or released party.

23 Notwithstanding the foregoing, Class Representative does not waive or release any claim which  
24 cannot be waived or released by private agreement or law. Class Representative does not waive  
25 or release her worker’s compensation claims. Further, nothing in this Stipulation shall prevent  
26 Class Representative from filing a charge or complaint with, or from participating in, an  
27 investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other  
28 federal, state or local agency charged with the enforcement of any employment or other

1 applicable laws. Class Representative, however, understands that by signing this Stipulation, she  
2 waives the right to recover any damages or to receive other relief in any claim or suit brought by  
3 or through the EEOC, the DFEH or any other state or local deferral agency on her behalf to the  
4 fullest extent permitted by law, but expressly excluding any monetary award or other relief  
5 available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards  
6 or relief that may not lawfully be waived.

7           3.7.2 Participating Class Member Release. As of the Effective Date, all  
8 Participating Class Members fully and finally release the Released Parties from the Released  
9 Claims that arose during the Class Settlement Period.

10           3.7.3 PAGA Member Release. As of the date of the Effective Date, Plaintiff, as  
11 representative of the State of California and on behalf of the LWDA and as representatives of the  
12 PAGA Members, fully and finally releases the Released Parties from the PAGA Released Claims  
13 for the PAGA Settlement Period.

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

##### 15 **4.1 Preliminary Approval**

16           4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and  
17 exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the  
18 motion for preliminary approval and supporting papers for the Court, subject to Defendant's prior  
19 review and approval. Plaintiff will provide the motion for preliminary approval to Defendant for  
20 its review and approval at least seven days before filing.

21           4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing  
22 of the motion for preliminary approval, Plaintiff will provide notice of the proposed Settlement to  
23 the LWDA.

24           4.1.3 The Court's preliminary approval of this Settlement shall be embodied in  
25 an order certifying the Class for settlement purposes only, preliminarily approving the Settlement  
26 and providing for Notice of Settlement to be mailed to the Class in materially the same format  
27 attached hereto as Exhibit 1, and which will also set the date for the Final Approval Hearing. The  
28 Notice of Settlement shall advise Settlement Class Members of their options, which include filing

1 an Opt-Out Request to the class settlement; filing an objection to the Settlement and receiving an  
2 Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no  
3 action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if  
4 applicable).

5 **4.2 Notice**

6 **4.2.1 Delivery of Class Data:** No later than fifteen (15) calendar days after the  
7 Preliminary Approval Date, Defendant shall provide the Class Data to the Settlement  
8 Administrator. The Settlement Administrator shall maintain the Class Data, and all data  
9 contained within the Class Data, as private and confidential and shall not disclose such data to  
10 any persons or entities, unless otherwise required by law. The information in the Class Data is  
11 being supplied solely for purposes of the administration of the settlement and cannot be used by  
12 the Settlement Administrator or any agent or representative of the Settlement Administrator for  
13 any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with  
14 the U.S. Postal Service National Change of Address Database and update any addresses for the  
15 Settlement Class Members.

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

26 **4.3 Opt-Out Requests**

27 **4.3.1** Settlement Class Members, except for the Class Representative, will have  
28 until the Response Deadline within which to opt out of the class portion of this Settlement;

1 however, exercising this option has no effect on the PAGA portion of this settlement, PAGA  
2 Members will be mailed an Individual PAGA Payment and be bound by the release of the  
3 Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement  
4 Class Members who want to opt out must timely submit a signed and dated written request to be  
5 excluded from the class portion of the Settlement to the Settlement Administrator (“Opt-Out  
6 Request”). The Opt-Out Request must be postmarked on or before the Response Deadline,  
7 include the case name and number, the Settlement Class Member’s name, address, and last four  
8 of their social security number, must be signed by the Settlement Class Member, and must  
9 reasonably communicate the Settlement Class Member’s election to be excluded from the class  
10 Settlement.

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

20           4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an  
21 Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the  
22 Objection invalid and the individual will not be deemed a Participating Class Member.

23           4.4 **Objections.** Participating Class Members, except for the Class Representative,  
24 may object to the Settlement in person at the Final Approval Hearing and/or in writing.  
25 Participating Class Members, except for the Class Representative, will have until the Response  
26 Deadline to send a written objection to the Court. Only Settlement Class Members who have not  
27 filed an Opt-Out Request (Participating Class Members) may object to the Settlement. The  
28 written objection should be mailed or filed with the Court, include the case number and name of

1 this case, should state the Participating Class Member's name and address and describe the  
2 reason(s) why the Participating Class Member objects to the Settlement and include or attach any  
3 documents upon which the objection is based. The Parties and their counsel agree that they will  
4 not solicit, encourage, counsel or advise any individual to object to the Settlement.

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

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

23           **4.7 Nullification of Settlement.** Defendant shall have the sole right to void and  
24 withdraw from this Settlement if at any time prior to the Final Approval Date: (a) five percent  
25 (5%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b)  
26 the Settlement is construed in such a fashion that Defendant would be required to pay more than  
27 the Gross Settlement Amount, exclusive of Defendant's share of the employer payroll taxes,  
28 subject to section 3.3.2; or (c) the Court does not certify the Settlement Class, or does not certify a

1 class releasing all of the Released Class Claims defined in this Stipulation, or does not approve  
2 the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an  
3 order inconsistent with any of the material terms (as determined by Defendant) of this Settlement;  
4 (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents  
5 the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class  
6 Counsel materially breach the Settlement.

#### 7 4.8 Final Approval and Entry of Final Judgment

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

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

1                   4.8.3 If an appeal results in an order materially modifying, setting aside, or  
2 vacating any portion of the Stipulation, with the exception of any modification of the amount of  
3 attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Award  
4 paid to the Class Representative, each party adversely impacted by the order shall have the right  
5 to treat such order as an event preventing Final Approval. To exercise this right, the party must  
6 inform the other party and the Settlement Administrator, in writing, of the exercise of this right,  
7 within ten (10) calendar days of receiving notice of any order modifying, setting aside, or  
8 vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such  
9 order as an event permanently preventing Final Approval, that Party must meet and confer in  
10 good faith with the other Party to determine if an agreement can be reached modifying this  
11 Settlement to the mutual satisfaction of the Parties.

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

1           4.9     **Funding and Distribution of the Settlement Proceeds**

2                     4.9.1    Within fifteen (15) calendar days after the Effective Date, Defendant shall  
3 pay the Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled  
4 by the Settlement Administrator.

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

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

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

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

1 Participating Class Members, whether or not they timely cash their Individual Settlement  
2 Payments.

3 **5. MISCELLANEOUS PROVISIONS**

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

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

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

27 5.4 **Cooperation.** The Parties agree to cooperate fully with one another to accomplish  
28 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,

1 execution of such other documents and the taking of such other action as may reasonably be  
2 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise  
3 reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that  
4 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms  
5 set forth herein.

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

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

14                           **To the Class Counsel:**

15                           Jonathan M. Lebe  
16                           Zachary Gershman  
17                           Lebe Law, APLC  
18                           777 S. Alameda Street, Second Floor  
19                           Los Angeles, CA 90021

20                           **To Defendant:**

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

26           **5.7 Drafting.** The Parties hereto agree that the terms and conditions of this  
27 Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between  
28 the Parties and that this Stipulation shall not be construed in favor of or against any party by  
reason of the extent to which any party or its counsel participated in the drafting of this  
Stipulation.

**5.8 Publicity.** Neither Plaintiff nor Class Counsel shall issue any press release or  
announcement of any kind related in any way to the settlement. Plaintiff and Class Counsel agree

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

13       **5.9 No Exclusion by Class Representative.** The Class Representative, by signing  
14 this Stipulation, is bound by the terms herein and further agrees not to request to be excluded  
15 from the Settlement and not to object to any terms of this Stipulation. Any such request for  
16 exclusion or objection shall therefore be void and of no force or effect. Defendant, Class  
17 Counsel, and the Class Representative waive their rights to file an appeal, writ, or any challenge  
18 whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and  
19 such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees,  
20 costs or the Enhancement Payment. However, either Party may appeal in the event an objector's  
21 objection is upheld by the trial court.

22       **5.10 Modification.** This Stipulation may not be changed, altered, or modified, except  
23 in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be  
24 discharged except by performance in accordance with its terms or by a writing used by the Parties  
25 hereto.

26       **5.11 Binding on Successors.** This Stipulation shall be binding upon and inure to the  
27 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,  
28 successors, and assigns.

1           5.12   **Execution in Counterparts.** This Stipulation shall become effective upon its  
2 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and  
3 execution of counterparts shall have the same force and effect as if all Parties had signed the same  
4 instrument.

5           5.13   **Jurisdiction.** The Court shall retain jurisdiction with respect to the  
6 implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to  
7 the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied  
8 in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained  
9 only in the Court.

10          5.14   **Headings.** Paragraph titles or captions contained in the Stipulation are inserted as  
11 a matter of convenience and for reference, and in no way define, limit, extend, or describe the  
12 scope of this Stipulation, or any provision thereof.

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

15 **AGREED AND UNDERSTOOD.**

16 Dated:    April 18 , 2023

*Tiara Billups-Larkin*  
Tiara Billups-Larkin (Apr 18, 2023 19:00 PDT)  
\_\_\_\_\_  
Tiara Billups-Larkin

18 ARAMARK SERVICES, INC.

19 Dated: April 17 , 2023

*Tracy Charles*  
\_\_\_\_\_  
Tracy Charles  
Vice President and Assistant General Counsel

22 **APPROVED AS TO FORM:**

23 LEBE LAW, APLC

24 Dated:    April 18 , 2023

25 By: \_\_\_\_\_  
  
Jonathan M. Lebe  
Zachary Gershman  
Counsel for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

MORGAN, LEWIS & BOCKIUS LLP

Dated: April 17, 2023



By: \_\_\_\_\_

Eric Meckley  
Sarah Zenewicz  
Attorneys for Defendant

# EXHIBIT 1

*A court has authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
Your legal rights are affected whether you act or do not act.*

**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT**

To: All current and former California non-exempt employees of Aramark Services, Inc. (“Defendant”), who worked for Defendant’s Corrections line of business in California any time between December 19, 2016, and December 15, 2022 (the “Settlement Class”).

**SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
<b>CHANGE CONTACT AND ADDRESS INFORMATION</b>	Update your address with the Administrator to ensure your check is sent to the correct address.
<b>EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT</b>	<p>If you do not want to participate in the class settlement, you may exclude yourself (“opt out”) of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendant about the legal claims in this case.</p> <p>However, if you are a PAGA Member (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.</p>
<b>OBJECT</b>	Write to the Court if you think the settlement is not fair.
<b>GO TO A HEARING</b>	Ask to speak in Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

## BACKGROUND ON THE LAWSUIT

### 1. **What is this Class and PAGA Lawsuit and Settlement about?**

Plaintiff Tiara Billups-Larkin initiated this lawsuit on June 16, 2021, by filing a Class Action Complaint in Alameda County Superior Court (the “Lawsuit” or the “Action”). On September 2, 2021, Defendant removed the Action to the Northern District of California. The operative Second Amended Class and Representative Complaint alleges causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction of wages; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse all business expenses; (8) failure to timely pay all wages due upon separation of employment; (9) violation of Business and Professions Code sections 17200, *et seq.*; and (10) enforcement of Labor Code section 2698, *et seq.* (“PAGA”).

Defendant denies all allegations in the Lawsuit and contends that it has fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment. Through arms-length negotiations with an experienced wage and hour mediator, the Parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

### 2. **Why did I get this notice?**

You received this Notice because records identify you as a Settlement Class Member during the period between December 19, 2016, and December 15, 2022 (the “Class Settlement Period”). The settlement will resolve Settlement Class Members’ claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the California Private Attorneys’ General Act (“PAGA”). You may also be a “PAGA Member” if you worked for Defendant during the period from June 16, 2020 through December 15, 2022 (the “PAGA Settlement Period”).

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Northern District of California, and the case is known as *Tiara Billups-Larkin v. Aramark Services, Inc.*, Case No. 3:21-cv-06852-RS. The Court held a hearing on [REDACTED], 2023, and the Chief District Judge Richard Seeborg preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on [REDACTED], 2023 at [REDACTED], in San Francisco Courthouse, Courtroom 3, 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. The Final Approval Hearing may be continued to another date without further notice.

### 3. **Why is there a settlement?**

The Court has not decided in favor of Plaintiff or Defendant or made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit.

### 4. **Who are the Attorneys for the Settlement Class and the PAGA Members?**

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement, Lebe Law, APLC, 777 S. Alameda Street, Second Floor, Los Angeles, CA 90021, (213) 444-1973.

## THE TERMS OF THE SETTLEMENT

### 5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$460,000.00 (referred to as the “Gross Settlement Amount”). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys’ fees of \$161,000 and up to \$15,000 in costs; a Class Representative Enhancement Award of \$15,000 to Plaintiff for her work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Lawsuit) and for signing a general release of any claims she may have against Defendant; a \$20,000 payment as settlement for claims for civil penalties under PAGA (the “PAGA Payment”), of which 75% will go to the California Labor Workforce Development Agency (“LWDA”) and 25% will be divided among the PAGA Members as described below; and Settlement Administration Costs to Phoenix Settlement Administrators, estimated at \$25,000. The exact amount of the attorneys’ fees, litigation costs, Class Representative Enhancement Award, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the “Net Settlement Amount,” which is currently estimated to be approximately \$224,000. The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded (“opt out”) of the settlement.

### 6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **A claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement.

Each Participating Class Member’s Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendant during the Class Settlement Period (December 19, 2016, and December 15, 2022) (“Eligible Workweeks”) as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 33% of each Individual Settlement Payment reflects a compromise of claims for alleged interest; and 33% of each Individual Settlement Payment reflects a compromise of claims for alleged penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest and penalties if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is [REDACTED]. Based on that, your anticipated approximate Individual Settlement Payment is [REDACTED].

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

The Parties will ask the Court to approve the \$20,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$15,000, will be paid to the LWDA. The remaining 25% of the PAGA Payment, or \$5,000, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 25% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendant during the PAGA Period (June 16, 2020 through December 15, 2022) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099, if required by law.

Your total estimated Eligible Pay Periods is [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

## HOW TO GET A PAYMENT

### 8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at [REDACTED] if you need to update contact information.

### 9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before [REDACTED], 2023. [45 days within mailing of Notice]. You should include any documents or other information which supports what you believe support that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

## WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

### 10. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

**Released Class Claims:** As of the Effective Date of the Settlement, the Participating Class Members who do not timely opt out of the Class Settlement will release Aramark Services, Inc. and all affiliated parties and entities, including all past and present affiliates, parents, subsidiaries, predecessors, owners, members, successors, shareholders, divisions, insurers, counsel, and each of these entities' past and present directors, officers, employees, partners, shareholders, members and representatives (the "Released Parties"), from all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the Action, including the to-be-filed Second Amended Complaint, asserted in any PAGA letter sent by Plaintiff to the LWDA, and all claims that could have been asserted in the Action arising from or related to the same alleged facts, legal theories or statutory violations, including derivative claims, including causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) unlawful deduction of wages; (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse all necessary business expenses; (8) failure to timely pay all wages due upon separation of employment; (9) violation of Business and Professions Code sections 17200, *et seq.*; and (10) all claims for interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting that are based on or related to the alleged Labor Code, Wage Order, and Business & Professions Code violations, that accrue during the Class Settlement Period (the "Released Class Claims").

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

If the Court approves this Settlement, then the PAGA Members will fully and finally release the Released Parties from all claims for civil penalties under PAGA asserted in any of the complaints filed in the Action, including the to-be-filed Second Amended Complaint, asserted in any PAGA letter sent by Plaintiff to the LWDA, and all claims that could have been asserted in the Action arising from or related to the same alleged facts, legal theories or statutory violations, including but not limited to claims for violations of the California Labor Code for failure to pay all wages due including minimum, regular and overtime wages; failure to provide legally compliant off-duty meal and rest periods or pay compensation in lieu thereof; failure to indemnify all reasonable and necessary business expenses; failure to pay all wages due during and upon separation or termination of employment, unlawful deduction of wages; failure to provide paid sick leave; failure to timely produce personnel files; and failure to provide accurate and itemized wage statements; and violations of Labor Code sections 201-204, 210, 218, 218.6, 221, 226, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199(c), 2802 and 2804.

**EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT**

**12. How do I exclude myself ("opt out") of the class settlement?**

If you wish to pursue your own separate lawsuit against any of the Released Parties for the claims asserted in the Action on behalf of the Settlement Class, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, "opt out" of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before

[REDACTED], 2023. [45 days within mailing of Notice ] Opt-out requests postmarked after the deadline will be invalid.

[Settlement Admin address]

**13. If I don't exclude myself from the class settlement, can I sue Defendant for the same thing?**

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

**OBJECTING TO THE SETTLEMENT**

**14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?**

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. Even if you object, if the Court approves the Settlement, then you will still receive the Class Settlement Payments unless you opt-out of the Class Settlement and you will be bound by Released Class Claims and the Released PAGA Claims. You can either object to the Settlement in person at the Final Approval Hearing, or you can submit a written objection.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Tiara Billups-Larkin v. Aramark Services, Inc.*, Case No. 3:21-cv-06852-RS), (b) be submitted to the Court either by filing them electronically through PACER, in person at any location of the United States District Court for the Northern District of California, or by mailing them to the Office of the Clerk of the Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102-3489, and (c) be filed or postmarked on or before [45 days within mailing of Notice]." The written objection should also describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

**THE FINAL APPROVAL HEARING WITH THE COURT**

**15. When and where will the Court decide whether to grant final approve the settlement?**

The Court will hold a Final Approval hearing in San Francisco Courthouse, Courtroom 3, 17th Floor, located at 450 Golden Gate Avenue, San Francisco, CA 94102 on [REDACTED] 2023, at [REDACTED] p.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's Enhancement Award, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. You may check to see if the Final Approval hearing is rescheduled through PACER, or the Settlement Administrator's Website, as described below.

**16. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

**GETTING MORE INFORMATION**

**17. Whom may I contact if I have questions about the settlement?**

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Phoenix Settlement Administrators, by calling toll free 1-800-                    , or you can write to [Admin Address].

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at [www.ACSSettlement.com](http://www.ACSSettlement.com), or you can access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue San Francisco, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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